

Angem...

National Industrial Court of Nigeria.
5, Aguleri Street,
Independence Layout
Enugu.
20th November, 2014.

UNITED BANK FOR AFRICA PLC
(DEFENDANT)
NO: 40 NEW MARKET ROAD,
ONITSHA.

Dear Sir/Madam.

Suit No: NICN/AWK/09/2014

Between:

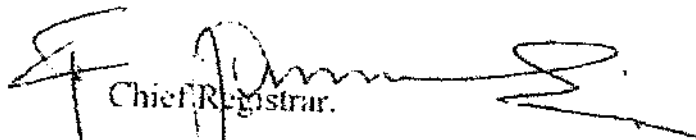
AUSTINE OKONYIA

.....
AND

UNITED BANK FOR AFRICA PLC
.....


I forward herewith document(s) in the schedule below relating to the above named suit.

Yours faithfully,


Chief Registrar.

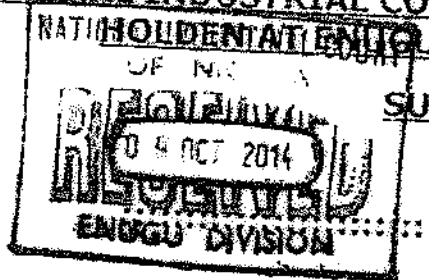
SCHEDULE

Complaint Dated 9th October, 2014

Henry Noble - Fixed for 17th Dec, 2014
for mention @ NICN Awka inside the
Supremacy Court & Appeal Complex, by
Original Police Station, Court road
Awka - time 9 w.m.

1-12-2014 Omene Peter Esq.
REPLY

GENERAL FORM OF WRIT OF SUMMONS
(0, 3, R, 3)

IN THE NATIONAL INDUSTRIAL COURT OF NIGERIA



SUIT NO. NICN/444/69/2014.

BETWEEN:

AUSTIN OKONYIA

CLAIMANT

AND

UNITED BANK FOR AFRICA PLC.

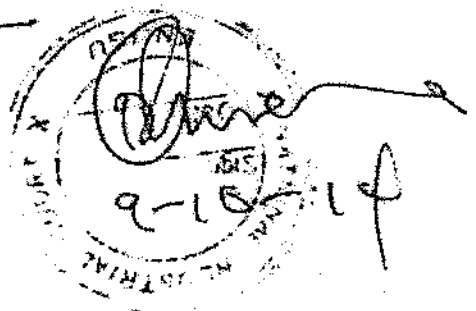
DEFENDANT

To: UNITED BANK FOR AFRICA PLC.
No. 40 New Market Road
Onitsha

You are hereby commanded that within the forty-two days after the service of this complaint on you, inclusive of the day of such service you do cause an appearance to be entered for you in an action at the suit of **AUSTIN OKONYIA**: And **TAKE NOTICE** that in default of your so doing, the claimant may proceed therein, and judgment may be given in your absence.

Dated this 9th day of Oct 2014.


Registrar



Memorandum to be subscribed on the writ.

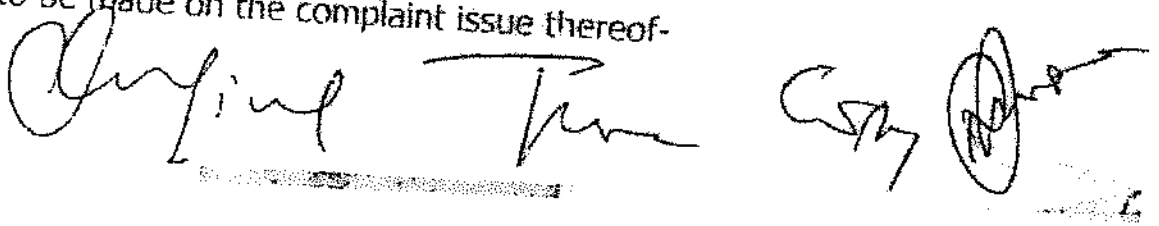
N.B:

This complaint is to be served within six calendar months from the date thereof, or if renewed. Within three calendar months from the date of the last renewal.

Including the day of such date, and not afterwards.

The defendant may enter appearance personally or by legal practitioner either by handing in the appropriate forms, duly complete, at the registry of the National Industrial Court of the Judicial Division in which the action is brought or by sending them to the Registry by recorded courier service.

Indorsement to be made on the complaint issue thereof-


The block contains several handwritten signatures. On the left, a signature that appears to be 'Chief Justice'. In the middle, a signature that appears to be 'Justice'. On the right, a signature that appears to be 'Counsel'.

The claimant claim is for:

- (a) A declaration that the termination of the claimant's appointment is wrongful, null and void.
- (b) An Order of Court directing the defendant to reinstate the claimant.
- (c) **SPECIAL DAMAGES:**
 - i. The sum of **₦753,322.08** (Seven Hundred and Fifty-Three Thousand, Three Hundred and Twenty-Two Naira Eight Kobo) being the total sum of the claimant's 4 months salary, pension and telephone allowances for the months of June, July, August and September, 2014.
 - ii. The monthly salary, pension and telephone allowances from the month of October, 2014 till judgment is delivered.
- (d) **GENERAL DAMAGES:**

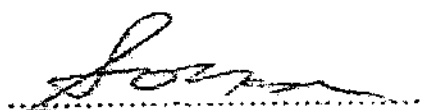
The sum of **₦10,000,000.00** (Ten Million Naira) to cushion the physical, physiological, social and economic hardships suffered by the claimant.

This complaint was issued by claimant of No. 24 Trinity Avenue Federal Housing Estate 3-3, Onitsha through his Agent within the Judicial Division whose address for service is **Chief S.O.P. Okeke**, of S.O.P. Okeke & Co., legal practitioner for the said claimant who resides at Onitsha, No. 62 New Market Road Onitsha.

Indorsement to be made on copy of complaint of forthwith after service

This complaint as served by me aton the defendant....on the.....day of20.....

(Signed)



Chief S.O.P. Okeke
62 New Market Road
Onitsha.

IN THE NATIONAL INDUSTRIAL COURT OF NIGERIA
HOLDEN AT ENUGU

SUIT NO. NICN/ 2014.

BETWEEN:

AUSTIN OKONYIA CLAIMANT

AND

UNITED BANK FOR AFRICA PLC. DEFENDANT

STATEMENT OF CLAIM

1. The **claimant**, a banker and former employee of the defendant bank is resident at No. 24 Trinity Avenue Federal Housing Estate 3-3 Onitsha Anambra State within the Jurisdiction of the Court.
2. The defendant is a commercial bank with its head office at 57 Marina Lagos. The defendant has several branches spread out throughout Nigeria including No. 40 New Market Road Onitsha within the Jurisdiction of this Honourable Court.
3. The claimant avers that he was by the defendant's letter dated 16th day of July 2007 offered an employment as a marketing officer and was subsequently deployed to No. 40 New Market Road Onitsha and later confirmed in 2009. The claimant hereby pleads and shall rely on the letter of **Redeployment (Internal Memo, UBA)** dated 17th day of July 2007 and Confirmation letter dated 23rd December 2009.
4. The claimant took up the said appointment and rose through the ranks to become a **service officer** in 2013 and was placed on a total annual salary and benefits to the tune of over **₦2.4 Million**. The claimant hereby pleads and gives notice to the defendant to produce the list of the **APPROVED COMPENSATION PACKAGE** wherein his name is exhibited.
5. The claimant's salary and monthly pension as at May 2014 stands at **₦172,210.84** (One Hundred and Seventy-Two Thousand, Two Hundred and Ten Naira Eighty-Four Kobo) and **₦14,119.68** (Fourteen Thousand, One Hundred and Nineteen Naira Sixty-Eight Kobo) respectively.
6. The claimant is also entitled to a monthly telephone allowance of **₦2,000.00** (Two Thousand Naira) and an annual leave allowance of **₦75,079.72** (Seventy-Five Thousand, Seventy-Nine Naira, Seventy-Two Kobo).
7. The claimant by his job specification is required to find customers to the bank as it relates *inter alia* to deposits, loan grants, loan recoveries and customers' complaints. A copy of the Claimant's Job Description Document bearing his name is hereby pleaded and annexed.

8. The claimant worked conscientiously and assiduously for the bank during the period of his appointment. He was *inter alia* the account officer of late Dr. **Gilbert Odikpo Obadike** and one **Ebose Paul Ejima**.
9. The claimant states that the late Dr. **Gilbert Obadike** during his lifetime gave consent that his fixed deposit be used as collateral for Ebose Paul Ejima's loan facility.
10. The Claimant states that all the documents relating to the loan facility and collateral thereof were duly complied with and that he only appended his signature as required by the bank rules and requirements and thereafter submitted same to the bank for further verifications and actions thereto before the bank credited the account of **Mr. Ebose Paul Ejima**.
11. These documents were independently verified by the operations department of the bank before approval was given for the loan facility. The claimant was never a worker in the operations department and is not in possession of these documents. The defendant is by this revelation given notice to produce all the documents relating to the said transaction.
12. The said **Ebose Paul Ejima** was dealing on coffin accessories and the said late Dr. **Obadike** was his friend. Ejima's shop is located at William Street Onitsha just about 4 to 5 poles from the location of Dr. Obadike's Hospital.
13. **Mr. Paul Ebose Ejima** was not able to totally defray the debt that has accrued in respect of the loan and interest thereto leading to the bank collapsing part of the fund in Late Dr. **Obadike's** account into the debit account of the former.
14. The Late **Obadike's** account was intact but when Dr. **Obadike's** beneficiary **Mr. Charles Obadike** took over his estate which includes the deceased bank account with the defendant he could not understand the reason why part of the money in the account would be collapsed into the debit account of **Ebose Paul Ejima** in defraying the loan facility and as such sent a petition to the defendant protesting the disparity in the account balance of his late benefactor domiciled with the former.
15. The defendant pursuant to the afore-mentioned letter invited the claimant and some other bank officials to verify the procedure employed in securing the collateral coverage in respect of the loan facility advanced to **Mr. Ebose Paul Ejima**.
16. The claimant explained his role in the transaction confirming that Late Dr. **Obadike** indeed signed the documents for collateral before the claimant who was his account officer counter-signed.
17. The claimant breached no banking rule in the said transaction as he honestly complied with the normal bank procedure and *modus operandi* and the Late Dr. **Obadike** was fully aware of this.

18. The claimant at the enquiry was never indicted and was allowed to resume his normal duties and had worked for the defendant until **9th of May 2014**.
19. The whole story of the transaction was later relayed and properly explained to **Mr. Charles Obadike** and he comprehended same and consequent thereto caused a letter of withdrawal of his petition sent to the bank and made a copy available to the claimant. The said withdrawal letter dated **2nd April 2014** is hereby pleaded and shall be relied upon at the hearing of this case.
20. The claimant contrary to the turn of events was served with a letter; Ref **UBA/R/HCM/IR & WE/LOT/GO/1090** dated May 7th 2014 terminating his (claimant's) appointment without any reason whatsoever. The copy of the said letter is hereby pleaded and shall be relied upon at the hearing of this case.
21. The purported termination letter dated 7th May 2014 did not bring to an end the contract of employment between the defendant and the claimant as the latter worked for the former until 9th of May 2014 and had his computer working profile functional in service of the defendant.
22. By a letter dated 14th May 2014, the claimant wrote the Head, Human Capital UBA Lagos for a review of the issue leading to the termination of his appointment. The said letter is hereby pleaded and shall be relied on at the hearing of this case.
23. The claimant was in reply sent a letter dated 26th day of June, 2014 wherein the defendant bank declined to change their position. The said letter with Ref Number: **UBA/HCM/IR & WE/GO/PO/EE/011** is hereby pleaded and shall be relied on at the hearing of this case.
24. The claimant avers that he has suffered and continues to suffer acute economic hardship, mental agony, depression, emotional trauma and social stigmatization owing to the defendant's rash misjudgment in termination of his appointment.
25. The claimant avers that his dealings for and on behalf of the defendant has been with high sense of financial propriety and honesty making his termination unjustified.
26. The claimant avers that the defendant owes him a duty of care and has breached same resulting in economic loss on his part.
27. **WHEREFORE** the claimant claims from the defendant as follows:
 - (a) A declaration that the termination of the claimant's appointment is wrongful, null and void.
 - (b) An Order of Court directing the defendant to reinstate the claimant.

(c) **SPECIAL DAMAGES:**

- i. The sum of **₦753,322.08** (Seven Hundred and Fifty-Three Thousand, Three Hundred and Twenty Two Naira Eight Kobo) being the total sum of the claimant's 4 months salary, pension and telephone allowances for the months of June, July, August and September, 2014.
- ii. The monthly salary, pension and telephone allowances from 1st month of October, 2014 till judgment is delivered.

(c) **GENERAL DAMAGES:**

The sum of **₦10,000,000.00** (Ten Million Naira) to cushion the physical, physiological, social and economic hardships suffered by the claimant.

Dated this 9th day of October, 2014.


CHIEF S.O.P. OKEKE
Claimant's Counsel
62 New Market Road
Onitsha.

SERVICE ON THE DEFENDANT:

U.B.A. Plc.
No. 40 New Market Road
Onitsha.