

Judgement Spotlight: Supreme Court Clarifies the Application of Limitation Law in Employment Disputes

OKORONKWO V. INEC (2025) 8 NWLR (PT. 1991) 131

OALP Enterprise Newsletter

INTRODUCTION

On 7 February 2025, the Supreme Court of Nigeria delivered a significant decision in *Okoronkwo v the Independent National Electoral Commission (“INEC” or the “Commission”)*, clarifying the application of the Public Officers Protection Act (POPA) to employment-related disputes and whether limitation laws apply to employment disputes.

BACKGROUND FACTS

Mr. Okoronkwo joined the INEC in 1989 as an Administrative Officer and was later appointed as an Electoral Officer in 1997. On 13 September 1997, he was suspended by the Commission. Three years later, on 25 April 2000, he filed an action at the Federal High Court seeking declarations that the suspension was wrongful and void, an order for reinstatement, and ₦1,000,000.00 in damages.

INEC responded with a preliminary objection, arguing that the suit was statute-barred under Section 2(a) of the Public Officers Protection Act (POPA), which requires that actions against public officers be commenced within three months of the cause of action.

The Federal High Court ruled in favour of Mr. Okoronkwo, dismissing the preliminary objection. However, INEC appealed successfully to the Court of Appeal, which found that the action was filed well beyond the three-months window stipulated by the POPA and was therefore statute-barred. Dissatisfied, Mr. Okoronkwo appealed to the Supreme Court.

ISSUES FOR DETERMINATION

In determining the appeal, the Supreme Court considered two primary issues:

- a) *Whether the Court of Appeal was right in holding that the appellant’s cause of action was statute-barred; and*
- b) *Whether the Public Officers Protection Act applies to a cause of action founded on breach of contract of service/employment.*

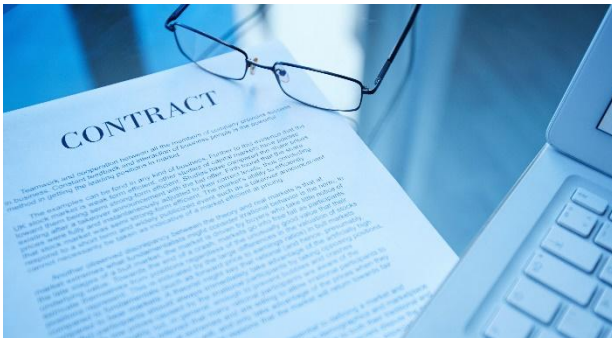
DECISION OF THE COURT

On the Limitation Period

The Supreme Court, in delivering its judgment, considered the provisions of Section 2(a) of the Public Officers Protection Act (POPA). The Court identified the central question as whether the appellant’s suspension constituted a “*continuing injury*” within the meaning of that section such that it could extend the time limit to initiate legal action beyond the prescribed three-months period.

In resolving this issue, the Court clarified that suspension, being a temporary withdrawal from duty, does not amount to a continuing injury unless a new act of suspension or a distinct continuing act is pleaded and proved. The Court held that the cause of action crystallized on 13 September 1997, the date of suspension. Consequently, the action instituted on 25 April 2000 nearly three years later was clearly **statute-barred**.

The Court further held that since the originating process challenged the singular act of suspension on 13 September 1997 (rather than any ongoing or repeated act), the limitation period began to run from that date. It emphasized that the trial court lacked jurisdiction *ab initio*, as the suit was filed outside the statutory period. Reiterating a fundamental principle of civil procedure, the Court concluded that parties are bound by their pleadings and cannot rely on unpleaded facts or reliefs to circumvent limitation laws.



On the Application of POPA to Employment Contracts

Having determined that the cause of action arose on 13 September 1997 and that the suit was filed nearly three years later, the Court found the claim to be statute-barred. Nonetheless, the Court made several important observations. It held that the claim before it was not framed as a breach of contract under common law but as a claim for wrongful suspension. Specifically, the appellant sought a declaration that his suspension was *ultra vires*, not the enforcement of any contractual right. The Court further noted that the employment in question was governed by statute rather than a negotiated contract of service.

Accordingly, the Court concluded that Section 2(a) of POPA applied to the appellant's claim. This position aligns with the Supreme Court's earlier decisions affirming that POPA applies to employment relationship.¹

Clarifying Confusion from Previous Cases

Before the recent Supreme Court decision in *Okoronkwo*, the National Industrial Court of Nigeria (NICN) had in some cases held that limitation laws, including the Public Officers Protection Act (POPA), do not apply to contracts of service or employment.² The NICN in reaching the

conclusion erroneously relied on the Supreme Court judgment in *National Revenue Mobilisation Allocation and Fiscal Commission (NRMAFC) & Ors v Ajibola Johnson & Ors (2019) 2 NWLR (Pt. 1656) 247*.

In NRMAFC, the Supreme Court held that POPA did not apply to a specific common law contract of service. The Court emphasized that POPA's protection under section 2(a) does not extend to contracts of service, especially where there is an abuse of office or improper exercise of power. The Court stated that such abuse disqualifies a party from benefiting from POPA's limitation protections.

The decisions of the NICN generalized this ruling to conclude that limitation laws like POPA do not apply to employment contracts. However, this overlooks the important distinction between common law contracts of service and statutory employment governed by public law principles.

It is important to note that the Supreme Court's decision in *Okoronkwo* did not overrule NRMAFC or the NICN cases, nor were those cases discussed in the *Okoronkwo* proceedings. Instead, *Okoronkwo* reaffirmed that POPA applies in cases of statutory employment where claims arise under public law, such as wrongful or *ultra vires* administrative actions, rather than simple breach of contract.



This means limitation laws like POPA are not universally inapplicable to employment disputes. Their applicability depends on the nature of the employment relationship and the type of legal claim made. Justice Ogbuinya, JSC, in his concurring judgment in *Okoronkwo*, clarified this by stating:

1. *Nnamdi Azikiwe University, Awka Vs. Nweke (2008) All FWLR (PT 428) 343; University Of Jos Vs. Dr. Sani Muhammad Adam (2013) LPELR-20276; FGN & ors v. Zebra Energy Ltd (2002) 18 NWLR (Pt.798) 162; Ajikiti vs. NYSC (2011) All FWLR (Pt. 591) 1582;*
 2. *Suit No. NICN/LA/553/2018 – Mr. Godson Ikechukwu Nkume v First Bank of Nigeria Limited and Suit No.; NICN/LA/402/2018 – Lilian Nnenna Akumah v First Bank of Nigeria Plc*

“There is no gainsaying the fact, gleanable from the record, the touchstone of the appeal, that the appellant was an employee of the respondent. In other words, the relationship inter partes was one of contract of employment. It is an elementary law that an action rooted in contract of employment is amenable to limitation law, such as section 2 of the Public Officers Protection Act. In the instant case, the appellant failed to demonstrate that his claims fell within the known exceptions to the application of the Public Officers Protection Act.”⁴

In summary:

NRMAFC case addressed a distinct factual scenario and does not provide blanket immunity from POPA for all employment claims.



The NICN’s prior decisions were neither reviewed nor overruled in Okoronkwo. However, by the principle of *stare decisis* the NIC and other courts are bound to follow the Supreme Court’s decisions.



The recent decision should be understood as affirming that POPA applies to public employment cases, except where exceptions like fraud or bad faith are proven.



KEY TAKEAWAYS AND IMPLICATION OF THE OKORONKWO DECISION

In light of the above, the Okoronkwo judgment corrects the misconception that limitation laws are inapplicable to employment contracts and reaffirms that both public and private sector employment relationships are subject to limitation periods.

Accordingly, employers can rely on limitation statutes to defend against stale employment claims. In the public sector, POPA may apply; in the private sector, state or federal limitation laws would be relevant. Consequently, employers should ensure prompt documentation and resolution of employment issues to avoid potential liability within the window allowed before limitation applies.

On the other hand, employees must act promptly in asserting employment-related claims, whether in the public or private sector. Delay may result in their claims being statute-barred. Exceptions such as fraud, bad faith, or continuing injury may still apply, but must be clearly demonstrated.

CONCLUSION

This decision brings clarity to an area previously mired in confusion and confirms that the enforceability of employment claims is time-bound. Legal practitioners should properly assess the nature of the employment relationship (statutory or contractual), the applicable limitation statute (POPA or general Limitation Law), and whether any exceptions apply to the limitation period as part of preliminary assessment of the strength of their client’s case.

4. page 161, para E

FOR MORE INFORMATION, PLEASE CONTACT:



Jonathan Aluju
Partner
jaluju@olaniwunajayi.net



Wonuola Abioye
Senior Associate
wabioye@olaniwunajayi.net



Ladun Baderinwa
Senior Associate
lbaderinwa@olaniwunajayi.net



Emmanuel Anigwe
Associate
eanigwe@olaniwunajayi.net