



IN THE COURT OF JUSTICE OF THE ECONOMIC COMMUNITY
OF THE WEST AFRICAN STATES (ECOWAS)

In the Matter of

**L' AGENCE CONSEIL EN COMMUNICATION ET EVENEMENTIEL
(INTERPUB)**

V.

THE REPUBLIC OF GUINEA

Application No. ECW/CCJ/APP/04/25 - Judgment No. ECW/CCJ/JUD/30/25

JUDGMENT

LAGOS

On the 15th of May 2025

SUIT No ECW/CCJ/APP/04/25

JUDGMENT NO. ECW/CCJ/JUD/30/25

BETWEEN

**L' AGENCE CONSEIL EN COMMUNICATION ET EVENEMENTIEL
(INTERPUB) - APPLICANT**

AND

THE REPUBLIC OF GUINEA - DEFENDANT

COMPOSITION OF THE COURT PANEL

Hon. Justice Ricardo Cláudio Monteiro **GONÇALVES** - Presiding/Judge
Rapporteur

Hon. Justice Sengu Mohamed **KOROMA** - Member

Hon. Justice Dupe **ATOKI** - Member

ASSISTED BY:

Mr. Gaye Sowe - Registrar

REPRESENTATION OF THE PARTIES

Mr. Abdoulaye **MOSSE** - General Commissioner of the
International Textile and Craft Show (SITA) as counsel for the Applicant

Maître Joseph **LOUA** - Counsel for the Defendant



I. JUDGMENT

1. This is the judgment of the Court read virtually in an open court, in accordance with Article 8 (1) of the Practice Directions on Electronic Case Management and Virtual Court Sessions, 2020.

II. DESCRIPTION OF THE PARTIES

2. The Applicant, L'Agence Conseil en Communication et évènementiel (INTERPUB), based in Ouagadougou (Burkina Faso).
3. The Defendant is the Republic of Guinea, a Member State of the Economic Community of West African States (ECOWAS). It is a signatory to the ECOWAS Revised Treaty, the Protocol establishing the ECOWAS Court and its Supplementary Protocols.

Iii. INTRODUCTION

4. The instant case concerns a claim for payment of sums of money brought by the Agence Conseil en communication et évènementiel (Inter pub) against the Republic of Guinea for non-compliance with its contractual obligations, following the signing of a Partnership Agreement for the organization of the 9th edition of the International Textile and Craft Show (SITA, in French for “*Le Salon International du Textile Africain*”) between the Commissioner General of SITA and the Republic of Guinea on January 25, 2023.
5. The Republic of Guinea argues that the Court lacks jurisdiction to hear the case.



IV. PROCEEDINGS BEFORE THE COURT

6. The application initiating proceedings (doc.1) was registered at the Registry of this Court on 10th January 2025.
7. On January 13, 2025, the Defendant State, Guinea, was duly served.
8. On February 20, 2025, the Defendant State (doc. 2) filed its Defense, which was served on the Applicant the following day.
9. On February 28, 2025, the Applicant submitted its reply (doc.3), which was served on the Defendant, who did not contest it.
10. The parties were heard on a virtual hearing held on 8th April 2025, in which they presented their oral arguments on the merits of the case. The case was adjourned for judgment on 15th May 2025, after the deliberation by the panel of Judges.

V. THE APPLICANT'S CASE

a. Summary of Facts

11. The Agence Conseil en Communication et Évènementiel (INTERPUB) explains that it is the initiator of the Salon International du Textile Africain (SITA), an event that brings together all the stakeholders in the African textile sector every year; that in 2022, SITA was successfully organized in the Republic of Togo; that in an email from the Secretary General, who was in Lomé, the Guinean Ministry of Culture warmly welcomed SITA and requested that the 9th edition of SITA be held in the Republic of Guinea (Exhibit 1: Letter of Expression of Interest).
12. It recalls that the Prime Minister of the Republic of Guinea, Dr. Bernard GOUMOU, agreed to the organization of SITA in Guinea, following his request by the Guinean Minister of Culture; in his letter, he invited the

Minister of Culture to ensure that the activity was included in the 2023 budget (Exhibit 2: Letter from the Prime Minister).

13. It claims that on December 13, 2022, it was invited by the Ministry of Culture to a working session to adopt the activities and the budget for the event, without any charge being assumed by the promoting entity (which made the trip at its own expense), since the SITA 2023 budget was not yet available (Exhibits 3 and 4: Adoption of the budget and invitation letter); It also mentions that, on April 4, 2023, the team was again invited to the official launch of the activity with His Excellency the Prime Minister, as well as to the signing of the partnership agreement with the Minister of Culture (Exhibits 5 and 6: Signing of the agreement and invitation letter).
14. It reports that, following the non-reimbursement of the pre-financing, the SITA Commissioner-General sent a letter requesting that the event be cancelled in view of the fact that the Guinean side had made less of an effort to finance the event (Exhibit 7: Request for cancellation); that, in response to the Commissioner-General's letter of cancellation, the Guinean side guaranteed the existence of support for the smooth running of the event, as well as for the payment of the pre-financing made by the SITA Commissioner-General (Exhibit 8: Letter of guarantee from the General Secretariat); that it was under these circumstances that the SITA Commissioner General was invited to sign an additional clause to the partnership contract and fully grant the financial management of the event to the Guinean State; that they agreed when signing the Convention that SITA's fees are set at 10% of the total budget allocated to the event and whose payment conditions were clearly defined in the said additional clause to the contract; that according to the additional clauses to the contract, the balance is to be paid thirty (30) days after the event, i.e. on December 11, 2023.

15. It points out that, in the face of the Guinean State's silence, the commissioner-general relaunched the request for payment by letter dated 11/01/2024, to which no response has been received to date (Exhibits 9 and 10: Additional clause to the contract and reminder letter).
16. It clarifies that on February 5, 2024, a letter transmitting the summary of the 9th edition of SITA and the request for payment of the remaining amount was sent by the Diguilin law firm, through Me Adama BARRY, to the Ministry's secretariat, but no action was taken (Exhibits 11 and 12: mail and outstanding payments);
17. INTERPUB notes that following the appointment of the current Prime Minister, the Commissioner General, by letter dated 24/05/2024, sent him a letter of congratulations and took the opportunity to request payment of the remaining amount for the organization of SITA 2023, held in the Republic of Guinea (Exhibit 13: Letter of congratulations and request for payment); That on November 25, 2024, in the hope of reaching an amicable agreement, a letter requesting mediation was sent to the Guinean Consul in Burkina Faso (Exhibit 14: Request for intervention by the Guinean Consul in Burkina Faso).
18. It claims that all amicable efforts to recover the amount owed were frustrated, forcing it to resort to court to obtain restitution of its rights.

b. Pleas in Law

19. The Applicant relied its claims on the following:
- i. The Civil Code of Guinea (Articles 925-1086 and 1095)
 - ii. the Uniform Act on the Organizing Simplified Recovery Procedures and Measures of Execution (Article 2)

v. Reliefs Sought

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20. The Applicant concludes by praying the Court to:

With regards to the form:

- i. Decide, in accordance with the law, on the admissibility of the application;

On the merit:

- i. Declare that the relationship between the parties is contractual;
- ii. Order the State of Guinea to pay SITA the amount of 104,512,857 FCFA, which represents the remaining balance to date;
- iii. Order the State of Guinea-CONACRI to pay SITA the sum of 72,450,500 FCFA as compensation for the damage suffered;
- iv. Condemn the State of Guinea-CONACRI to a penalty payment of 1,000,000 FCFA per day of delay;
- v. Order the State of GUINEA-CONACRI to pay the costs.

VI. THE DEFENDANT'S CASE

21. The Republic of Guinea declares that, on January 15, 2025, the State Agent received from the Registry of the Court, by email dated January 13, 2025, and addressed to the Republic of Guinea, an originating application in Case No. ECW/CCJ/APP/04/25 between the Agence Conseil en Communication et évènementiel, "INTERPUB" and the Republic of Guinea, submitted on January 10, 2025, for the payment of sums owed by the Guinean State. (Exhibit No. 1: Letter of Incorporation dated January 17, 2025 - Exhibit No. 2: E-mail dated January 13, 2025, received on

January 15, 2025, transmitting the originating application); that in that application, the applicant requests that the Court order the Republic of Guinea to pay it the sum of 104,512,857 CFA francs, which represents a balance of payment, and attaches to that order a penalty payment of 1,000,000 CFA francs for each day of delay.

22. The Republic of Guinea notes that it will only raise the lack of jurisdiction of the Court.

b. Pleas in Law

23. The Defendant relied its claims on following:

- i. Article 9 of the Supplementary Protocol (A/SP.1/01/05).

v. Reliefs Sought

24. The Defendant concludes by praying the Court to:

- i. Declare itself incompetent in the matter, with all legal consequences;
- ii. Dismiss all claims and reliefs sought by the Agence Conseil en Communication et évènementiel "INTER PUB";
- iii. Order Agence Conseil en Communication et évènementiel "INTER PUB" to pay all the costs.

VII. JURISDICTION

The case of the Defendant State

25. In the main proceedings, the Republic of Guinea raises *in limine litis* the lack of jurisdiction of the Court of Justice of the Economic Community of West African States (ECOWAS) in the present case, in so far as it does not

fall within its jurisdiction, as provided for in Article 9 of the Supplementary Protocol (A/SP.1/01/05, amending the preamble and Articles 1, 2, 9, 22 and 30 of Protocol A/P1/7/91 on the Community Court of Justice.

26. It maintains that it is clear from the Applicant's own statement and from the presentation of the documents produced in support of the claim that the relationship between the Applicant and the Guinean State, through its Ministry of Culture, Tourism and Handicrafts, is exclusively contractual; that the legal provisions invoked in support of these claims are Articles 925, 1086 and 1095 of the Guinean Civil Code, and 2 of the Uniform Act on the Organizing Simplified Recovery Procedures and Measures of Execution, relating to summoning the debtor, the payment of default interest, the binding effect of agreements between the parties, compensation for non-compliance or refusal of enforcement, as well as conditions relating to the origin of the claim, which may give rise to an order for payment procedure.

27. It states that the present case seeks to establish the contractual liability of the Guinean State, the payment of a claim and reparation for damage allegedly resulting from the Defendant State's failure to comply with its contractual obligations; that such an action, which does not concern any fact related to human rights and which does not seek the violation of any text relating to them, clearly falls outside the jurisdiction of this Court.

28. It emphasizes that the jurisdiction of the Court is not established either by its own texts or by the Originating Application, whose statements show that it does not refer to claims or grounds relating to alleged human rights violations, and, furthermore, the main object of the said application does not concern the verification of a human rights violation.

29. It also maintains that, in the instant case, the Court cannot declare itself competent since, on the one hand, the facts invoked are in no way related to human rights or to any of the other points of jurisdiction mentioned

above and, on the other hand, the application does not invoke or articulate any alleged violation by the Respondent State of the Applicant's guaranteed human rights; that, furthermore, the application has been submitted in order to rule on a dispute of an exclusively contractual nature and for which the Court has no jurisdiction.

30. It concludes that, pursuant to Article 9 of the said Supplementary Protocol, it does not have jurisdiction to rule on the instant case and that it will be pleased to declare itself as such, granting the objection raised by the Respondent State.

The Applicant's arguments on the objection of lack of jurisdiction

31. In its reply, the Applicant alleges that the Republic of Guinea is claiming that the Court lacks jurisdiction without any solid ground.

The Court's Analysis

32. The Court recalls that Article 9 of the Supplementary Protocol (A/SP.1/01/05) of January 19, 2005, which establishes its areas of jurisdiction, states that:

1. The Court has competence to adjudicate on any dispute relating to the following:

a) The interpretation and application of the Treaty, Conventions and Protocols of the Community;

(b) The interpretation and application of the regulations, directives, decisions and other subsidiary legal instruments adopted by ECOWAS;

c) The legality of regulations, directives, decisions and other legal instruments adopted by ECOWAS

d) *The failure by Member States to honor their obligations under the Treaty, Conventions and Protocols, regulations, directives, or decisions of ECOWAS;*

e) *The provisions of the Treaty, Conventions and Protocols, regulations, directives or decisions of ECOWAS Member States;*

f) *The Community and its officials; and*

g) *The action for damages against a Community institution or an official of the Community for any action or omission in the exercise of official functions.*

2. *The Court shall have the power to determine any non-contractual liability of the Community and may order the Community to pay damages or make reparation for official acts or omissions of any Community institution or Community officials in the performance of official duties or functions.*

3. *Any action by or against a Community Institution or any Member of the Community shall be statute barred after three (3) years from the date when the right of action arose.*

4. *The Court has jurisdiction to determine case of violation of human rights that occur in any Member State.*

5. *Pending the establishment of the Arbitration Tribunal provided for under Article 16 of the Treaty, the Court shall have the power to act as arbitrator for the purpose of Article 16 of the Treaty.*

6. *The Court shall have jurisdiction over any matter provided for in an agreement where the parties provide that the Court shall settle disputes arising from the agreement.*

7. *The Court shall have the powers conferred upon it by the provisions of this Protocol as well as any other powers that may be conferred by subsequent Protocols and Decisions of the Community.*

8. *The Authority of Heads of State and Government shall have the power to grant the Court the power to adjudicate on any specific dispute that it may refer to the Court other than those specified in this Article.*”

33. The Court would point out that, in the light of this provision, it has jurisdiction to hear questions relating to Community law, human rights, the Community civil service and non-contractual liability in respect of actions by the institutions or their officials which have caused damage to third parties in the course of or in connection with the performance of their duties; in addition, the Authority of Heads of State may refer to it disputes other than those referred to in Article 9.

34. The Court notes that, in the instant case, the Applicant is asking the Court to order the Republic of Guinea to pay it sums of money on account of its failure to comply with its obligations under the Convention signed between them; as the Applicant itself has pointed out, this is therefore a claim for payment of sums of money on account of an alleged breach of contractual relations;

35. The Court notes the existence of a contractual relationship between the parties following the signing of the Partnership Agreement for the organization of the 9th International Textile and Craft Show between the Commissioner General of SITA and the Republic of Guinea, dated January 25, 2023.

36. However, the Court does not have jurisdiction to hear a dispute arising from the execution of contractual relations; indeed, Article 9 nowhere mentions jurisdiction to examine a Member State's failure to comply with its contractual obligations under contracts concluded with third parties.

37. The Court also recalls that, on several occasions, it has stated that it cannot hear disputes arising from contractual relations between a Member State and third parties; that, in fact, in its judgment of November 2, 2007, in the case of *CHIEF FRANK C UKOR v. RACHAD LALEYE and STATE OF*

BENIN, the Court, after recalling that “*these were not human rights violations, but simply contractual relations*” (§28), therefore concluded that it did not have jurisdiction;

38. From the above, the Court finds that it has no jurisdiction to order the Republic of Guinea to pay sums of money due to the breach of its contractual obligations under the Partnership Agreement for the organization of the 9th International Textile and Craft Show between the Commissioner General of SITA and the Republic of Guinea, dated 25 January 2023.

VIII. COSTS

39. The Court recalls Article 66(1) of its Rules of its Procedure, which provides that “*A decision as to costs shall be given in the final judgment or in the order, which closes the proceedings*”.

40. Furthermore, Article 66(2) of the Rules of Procedure provides that “*The unsuccessful party shall be ordered to pay the costs if they have been applied for in the successful party's pleadings*”.

41. On the basis of this provision, the Court observes that, in the instant case, the Applicant was unsuccessful and should therefore be ordered to pay all the costs.

IX. OPERATIVE CLAUSE

42. For these reasons, the Court held a public hearing and having heard the applicant:

On Jurisdiction

i. Declares admissible the pleadings of the Republic of Guinea lodged on February 20, 2025;

ii. Declares admissible the objection of lack of jurisdiction raised by the Republic of Guinea and declares it well founded;

iii. Consequently, it declares that it has no jurisdiction to hear the action brought by Agence Conseil en Communication Cvènementiel-Interpub.

X. ON THE COSTS:

43. Pursuant to the Court's decision, it orders the Applicants to pay all the costs.

Signed by:

Hon. Justice Ricardo C. M. GONÇALVES - Presiding/Judge Rapporteur

Hon. Justice Sengu Mohamed KOROMA - Member

Hon. Justice Dupe ATOKI - Member

Assisted by:

Mr. Gaye Sowe – Registrar



44. Done in Abuja on the 15th of May 2025, in Portuguese and translated into English and French.