THE COMMUNITY COURT OF JUSTICE OF THE

ECONOMIC COMMUNITY OF WEST AFRICAN STATES (ECOWAS)

In the Matter of

MR. GBENGA DAVID YAKUBU V ECOWAS COMMISSION

Application No: ECW/CCJ/APP/20/24 Judgment NO. ECW/CCJ/JUD/21/26

JUDGMENT

CONAKRY, GUINEA.

DATE: 18th May 2026.

MR. GBENGA DAVID	**- APPLICANT**

V.

ECOWAS COMMISSION	**-RESPONDENT**

COMPOSITION OF THE COURT:

Hon. Justice Sengu Mohamed KOROMA	-Presiding/Rapporteur
Hon. Justice Dupe ATOKI	-Member
Hon. Justice Edward Amoako ASANTE	-Member

ASSISTED BY:

Dr. Yaouza OURO-SAMA	-Chief Registrar

REPRESENTATION OF PARTIES:

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I. JUDGMENT

1. This is the judgment of the Community Court of Justice, ECOWAS (hereinafter referred to as 'the Court') delivered virtually in open Court pursuant to Article 8(1) of the Practice Direction on Electronic Case Management and Virtual Court Session, 2020.

II. DESCRIPTION OF THE PARTIES

2. The Applicant is Mr. Gbenga David, a former staff member of the Commission of the Economic Community of West African States (ECOWAS) and a Nigerian citizen who resides at 786 Celeste Ln SW Atlanta, GA, United States of America.
3. The Respondent is the Commission of the Economic Community of West African States (ECOWAS), an Institution serving as the Community's Secretariat.

III. INTRODUCTION

4. The subject-matter of the claim before the Court borders on the alleged failure of the Respondent to pay the terminal benefits of the Applicant after his voluntary resignation from the services of the Respondent in 2016, contrary to the terms and conditions of service contained in the Staff Regulations.

IV. PROCEDURE BEFORE THE COURT

5. The Applicant filed an Initiating Application on 24th July 2024 in the registry of the Court.
6. Following the lack of response from the Respondent, the Applicant filed an application for Judgment by Default on 8th November 2024.
7. On 28th April 2025, the Respondent filed an Objection against the Jurisdiction of the Court.

8. This was followed by the Applicant's response and written legal argument to the Objection raised by the Respondent, filed on 7th May 2025 in the registry of the Court.
9. At the external court session of 9th May 2025, where both parties were represented by Counsel, the Court reviewed the procedural history of the case, the Applicant formally withdrew the motion for Default Judgment, the Respondent advanced submissions in support of the Preliminary Objection, the Applicant responded and urged the Court to dismiss it and proceed to the merits, and the matter was adjourned for ruling on a date to be communicated.
10. On 7th July 2025, during a virtual court session at which both parties were represented by Counsel, the Court delivered its ruling overruling the Preliminary Objection, and ordering that each party bear its own costs.
11. The Applicant filed an Application for Default Judgment on 13th August 2025 at the Registry of the Court after the Respondent failed to file a Defence.
12. Between 6th and 7th November 2025, the Respondent filed a Motion for Extension of Time, Defense and Application for Counterclaim in the Registry of the Court.
13. On 12th November 2025, the Applicant filed a Reply to the Defendant's Defense and Defense to the Respondent's Counterclaim in the Registry of the Court.
14. The Court held a hybrid session on 17th November 2025, attended by Counsel for both parties. The processes filed by the parties were noted by the Court and it proceeded to grant the Respondent's Motion for Extension of Time without opposition. It subsequently heard the oral submissions of the parties on the merits within the time allocated, recorded the withdrawal of the Application for Default Judgment, allowed the Applicant a right of reply, and withdrew the file for judgment.

V. APPLICANTS' CASE

a) Summary of facts

15.The Applicant claims that he was a former Staff member of the Respondent between August 2003 and September 2016. During that period, he worked in the Finance Department as a contract staff member and was subsequently made a permanent staff member before his resignation in 2016.

16.He contends that the Respondent has not paid his final entitlement since his resignation. It came to his knowledge that his entitlement was processed at one stage but not paid because of a purported uncleared balance in his account of $ 133,844.00. This was made known to him through a personal enquiry because the Respondent did not at any time inform him of the alleged negative balance in his account.

17.The Applicant alleges that at no time after his resignation did the Respondent try to invite him or cause an investigation into the said amount.

18.He explains that the amount was a purported balance from an advance of $133,884.00 lodged through his ledger by one Mr. John Addingi for a workshop in ABIDJAN (COTE D'IVOIRE) that was later postponed.

19.The voucher was cashed by John Addingi in Abuja, while the Applicant was on a mission in Abidjan. That the transaction was confirmed via a letter dated 05/11/2009 and titled "*Withdrawal from domiciliary account no: 104251010002460*2" from the Commission addressed to the Manager, ECOBANK Nigeria PLC in respect of a sum of $133,844.00 to be disbursed in cash to one ADDINGI JOHN, and which was done.

20.The mission to Abidjan was later postponed and rescheduled for November 2009. That subsequently, another payment voucher for the sum of $147,980.00 was issued in the name of one ORJI EMELE HOPE in respect of the same workshop that was rescheduled two (2) weeks after making a cash withdrawal of the first cheque.

21. He avers further that he had, before his resignation, addressed a letter to the Director of Finance at the Commission requesting the reversal of the said advance of $133,884.00 in his ledger. He also wrote several letters to the Commission requesting the reversal, but the Commission never yielded to his request.

22. Despite efforts made and correspondence sent by him to the Commission before and after he resigned, requesting that the matter be investigated and cleared up, the Commission has failed to take any steps towards resolving and clearing the said advance, thus denying him his entitlements to date.

23. Following the Commission's reluctance to investigate and pay him his entitlements, he caused his Lawyer to write to the Commission to investigate the circumstances surrounding the non-payment of his final entitlement and, in the event of failing to do so, cause an action against the Commission in the Court to seek redress.

b) Pleas in law

24. The Applicant is relying on the following pleas in law:

i. Articles 4(1), (2)(d) of the ECOWAS Staff Regulation.
ii. Articles 52, 57, 58, 59-63, 65, 67, and 69 of the ECOWAS Staff Regulation.

c) Reliefs sought

25. The Applicant is seeking the following reliefs from the Court:

i. A DECLARATION that the Applicant is entitled to the comprehensive computation, declaration, and formal notification of his full entitlement for service with the Commission from

August 2003 till his resignation in September 2016 and thereafter till date and until final judgment and payment of the entitlement.

ii. AN ORDER mandating the Respondent to make full and final payment of the Applicant's entitlement for service with the Commission from August 2003 till his resignation in September 2016 and thereafter till date and until final judgment and payment of the entitlement.

iii. AN ORDER that the Respondent pays interest on the total computed sum of the entitlements to the Claimant at the Central Bank of Nigeria (CBN) minimum rediscount rate (MRR) prevailing at the time of the judgment.

iv. DAMAGES of $250,000.00 (Two hundred and fifty thousand USD) being general damages against the Defendant for the breach of the regulation and causing the Plaintiff the stress, trauma, aspersion and denial of the Claimant of his right to enjoyment of his peaceful resignation and the use of his earned entitlement since his resignation in September 2016.

v. AN ORDER for the cost of this action in the sum of $10,000.00 (ten thousand USD).

VI. RESPONDENT'S CASE

a. Summary of facts

26. The Respondent contends that the Applicant's claims for payment of terminal benefits are unfounded because, at the time of his resignation, the Applicant was indebted to the Respondent in an amount exceeding his entitlements.

27. The Respondent maintains that although the Applicant's terminal benefits were duly computed after his resignation, they were not paid because the Applicant

had an outstanding liability arising from a workshop advance of USD 133,884.00 credited to his personal account for a mission in Abidjan, Côte d'Ivoire, which did not take place.

28. According to the Respondent, the Applicant, who served as an accountant and regularization officer, was responsible for accounting for advances and failed to regularize or refund the funds for several years.

29. The Respondent also contends that the Applicant remained responsible for the funds credited to his account, regardless of his allegation that another individual withdrew the money without his consent.

30. The Respondent asserts that the Applicant failed to report the alleged unauthorized withdrawal through appropriate channels, failed to refund the funds, and resigned without settling his financial obligations.

31. The Respondent states that the Applicant's terminal benefits were computed at approximately USD 37,014.76, which is insufficient to offset the advance received. After deduction of the terminal benefits, the Applicant allegedly remains indebted in the amount of USD 96,689.24. The Respondent therefore maintains that no terminal benefits are payable and that the Applicant remains liable for the outstanding balance.

32. The Respondent also contends that the Applicant delayed bringing the action for many years despite being aware of the outstanding advance and that the claim is therefore baseless and vexatious.

b. Pleas in law

33. The Respondent relies on the provisions of the ECOWAS Staff Regulations (2005) and the Financial Regulations and Accounting Procedures, which require staff members to account for mission advances within the prescribed period and to reimburse any outstanding sums owed to the institution upon separation from

service. The Respondent further relies on provisions permitting the offsetting of outstanding advances against terminal benefits and imposing financial liability on staff members for losses resulting from failure to comply with applicable regulations. The Respondent argues that, under these provisions, the Applicant is legally obliged to refund the unretired advance and is not entitled to receive terminal benefits until his indebtedness has been fully discharged. It has specifically submitted Articles 26 (b), 53 (a), 62 (e), 67 (1) (3) (c) of the ECOWAS Staff Regulations 2005.

c. Reliefs sought

34. The Respondent requests the Court to:

i. An Order of this Honorable Court dismissing the Defendant's case for want of merit.

ii. Award of cost against the Defendant for filing a frivolous case.

VII. RESPONDENT'S COUNTER-CLAIM

35. The Respondent's counterclaim states that the Respondent, a former staff member who resigned in 2016, received a workshop advance of USD 133,884.00 credited to his personal account in 2009 for a training workshop scheduled to take place in Abidjan, Côte d'Ivoire. The Respondent contends that the workshop did not take place and that the Applicant failed to refund or regularize the unutilized funds despite being under a duty to do so.

36. According to the Respondent, the Applicant was an accountant and regularization officer responsible for managing and retiring staff advances and therefore had full knowledge of the obligation to account for such funds. It is alleged that the

Applicant deliberately failed to regularize his account and concealed the outstanding advance until after his resignation.

37.The Respondent maintains that responsibility for the funds rested solely with the Applicant since the money was credited to his personal account. Therefore, upon computation of the Applicant's terminal benefits in 2016, it was discovered that his entitlements amounted to approximately USD 37,014.76, which was insufficient to offset the outstanding advance. After deduction of the terminal benefits, the Applicant allegedly remained indebted in the amount of USD 96,689.24, which the Respondent seeks to recover.

38.In counterclaiming, the Respondent relies on the ECOWAS Staff Regulations (2005) and the Financial Regulations and Manual of Accounting Procedures, which require staff members to account for mission advances within the prescribed period and to refund any unutilized funds. The Respondent further relies on provisions requiring staff members separating from service to reimburse any outstanding financial obligations and permitting recovery of advances through deductions from entitlements.

39.The Respondent argues that, under these provisions, the Applicant is legally obliged to refund the outstanding balance of the advance and to compensate the institution for the financial loss caused by his failure to regularize the funds.

40.Considering this, the Respondent requests the Court to:

i. Order the Applicant to pay the sum of USD 96,689.24 as the outstanding balance of the unretired advance after deduction of his terminal benefits.

ii. Award pre-judgment interest on the sum of USD 133,884.00 at the rate of 21% per annum from May 2009 to September 2016.

iii. Award pre-judgment interest on the sum of USD 96,689.24 at the rate of 21% per annum from October 2016 until the date of judgment.

iv. Award post-judgment interest at the rate of 10% per annum until full payment.

v. Award costs of the action, including solicitor's fees.

VIII. APPLICANT'S REPLY TO THE RESPONDENT'S DEFENCE AND COUNTERCLAIM

41. The Applicant denies the allegations contained in the Respondent's Statement of Defence and counterclaim maintains that he is entitled to his terminal benefits and damages as claimed.

42. He rejects the Respondent's assertions that he received or misappropriated the sum of USD 133,884.00, describing them as false, malicious, and unsupported by evidence. The Applicant contends that the Respondent has wrongfully withheld his terminal benefits since 2016 despite having computed them and without conducting any investigation or affording him a fair hearing.

43. The Applicant further states that he neither received nor withdrew the funds allegedly credited in connection with the Abidjan workshop and therefore cannot be held responsible for accounting for them. He maintains that he repeatedly brought the alleged accounting anomaly to the Respondent's attention and requested correction or reversal but that the Respondent failed to act.

44. According to the Applicant, the Respondent's refusal to investigate the matter and its unilateral decision to withhold his benefits constitute arbitrary and unjust treatment.

45. In response to the counterclaim, the Applicant denies being indebted to the Respondent and asserts that the Respondent has failed to establish that the funds

were ever paid into his bank account or used by him. He maintains that the mere posting of a sum to his ledger does not establish receipt of the funds and that he fulfilled any obligation by reporting the anomaly.

46. The Applicant, therefore, contends that the counterclaim is unfounded and malicious and argues that the Respondent has failed to justify the withholding of his terminal benefits in accordance with applicable rules and procedures and that no investigation or lawful determination of liability was conducted. He contends that the provisions of the ECOWAS Staff Regulations and Financial Regulations relied upon by the Respondent are inapplicable to the present case since he did not receive or utilize the funds in question.

47. The Applicant further maintains that the Respondent bears the burden of proving that he received and misused the funds and that, in the absence of such proof, no financial liability can be imposed upon him. He also relies on principles of fairness and due process, arguing that the Respondent acted arbitrarily by withholding his entitlements without affording him an opportunity to be heard.

48. Based the foregoing, the Applicant requests the Court to reject the Respondent's Statement of Defence; dismiss and strike out the Respondent's counterclaim for lack of merit and grant the Applicant all the reliefs sought in his principal application, including payment of his terminal benefits and damages.

IX. JURISDICTION

49. The Court recalls that jurisdiction is the foundational basis upon which any judicial body exercises its adjudicatory authority. It is trite that jurisdiction is derived strictly from the legal instruments establishing the Court and must be determined with reference to both the applicable law and the subject-matter of the dispute. See MR. CHUDE MBA v. REPUBLIC OF GHANA (2013) CCJELR 335 at 349.

50. In the instant case, the Applicant, a former staff member of the Respondent, alleges the wrongful withholding of his terminal benefits following his resignation from the service of the ECOWAS Commission. The dispute thus arises from an employment relationship between a community institution and one of its officials.

51. The Court notes that Article 9(1)(f) of the Supplementary Protocol A/SP.1/01/05 confers on its jurisdiction to determine disputes between the Community and its officials. The present claim, being one concerning the rights and obligations arising from the Applicant's employment with the Respondent, squarely falls within this provision.

52. The Respondent had, by way of a Preliminary Objection, challenged the jurisdiction of the Court on the ground that the action was statute-barred under Article 9(3) of the Protocol. However, the Court, in its Ruling delivered on 7th July 2025, dismissed the said objection, and affirmed its competence to entertain the matter.

53. In that Ruling, the Court clarified the distinction between the *cause of action* and the *right of action*, holding that in employment disputes involving Community institutions, the right of action accrues only upon the exhaustion of internal remedies as required under Article 10(e) of the Protocol. Consequently, the limitation period begins to run from the moment such remedies are exhausted or deemed exhausted.

54. Having previously determined that the Applicant's action was instituted within the permissible time frame, the Court sees no reason to depart from its earlier finding.

55. In light of the foregoing, the Court holds that it is duly vested with jurisdiction to entertain the present application.

X. ADMISSIBILITY

56. Notwithstanding the existence of jurisdiction, the Court reiterates that admissibility constitutes a distinct and indispensable threshold which an application must satisfy before it can be examined on the merits. The fulfilment of conditions of admissibility is particularly critical in disputes involving staff of Community institutions.

57. The applicable legal framework is Article 10(e) of the Supplementary Protocol A/SP.1/01/05, which provides that access to the Court shall be open to staff of Community institutions only after the exhaustion of all internal remedies available under the Staff Rules and Regulations.

58. This requirement has been consistently affirmed in the jurisprudence of the Court as a condition precedent to the admissibility of staff-related claims. See PARLIAMENT OF ECOWAS v. COUNCIL OF MINISTERS (2004–2009) CCJELR 29; MR. MOMODU KHALIFA CHAM v. ECOWAS COMMISSION ECW/CCJ/JUD/27/25.

59. The Court observes that at the time of the institution of this action on 24th July 2024, the applicable regime governing staff disputes was the 2021 ECOWAS Staff Regulations, which prescribe a structured, multi-tiered dispute resolution mechanism.

60. Articles 69 and 70 of the said Regulations establish a sequential process comprising:

- *an application for review before the immediate supervisor.*
- *hierarchical recourse to the Head of Institution.*
- *referral to the Committee for Conciliation of Staff Claims and Dispute Resolution.*
- *and, where applicable, further recourse to the Joint Advisory Board and the Inter-Institutional Appeals Committee.*

61.The Court emphasizes that these procedures are not merely optional avenues but constitute mandatory preconditions designed to afford the institution the opportunity to address grievances internally before recourse to judicial intervention.

62.The Court recalls that in its Ruling of 7th July 2025, it addressed the issue of limitation by determining when the Applicant's right of action arose. That determination was made solely for the purpose of resolving the Preliminary Objection and did not constitute a definitive finding that the Applicant had complied with the procedural requirements of exhaustion of internal remedies under Article 10(e) of the Protocol and the applicable Staff Regulations. The question of admissibility, which entails a strict assessment of compliance with the prescribed internal procedures, remains distinct and calls for determination at this stage.

63.Thus, the Court recalls that the Applicant's averments that he addressed letters to the Director of Finance and subsequently engaged counsel to correspond with the Respondent regarding the alleged non-payment of his entitlements.

64.However, the Court notes that:

- the Applicant has not demonstrated that the Director of Finance was his immediate supervisor within the meaning of the Staff Regulations.
- there is no evidence that he initiated a formal application for review in accordance with Article 69(2).
- there is no indication that he pursued hierarchical recourse to the Head of Institution.
- nor did he refer the dispute to any of the designated internal bodies established under the Regulations.

65.The steps taken by the Applicant, consisting of informal correspondence and demands, do not meet the threshold of exhaustion of internal remedies as contemplated under the applicable legal framework.

66.The Court reiterates that the requirement of exhaustion is not satisfied by mere notification or complaint but demands strict compliance with the prescribed procedural channels. Failure to adhere to these procedures renders the application inadmissible and precludes the Court from examining the substantive claims.

67.This position is anchored in the principle that where a condition precedent to the exercise of judicial adjudication is not fulfilled, any proceedings undertaken by the Court would be rendered a nullity. See TIDJANE KONTE & ANOR v. REPUBLIC OF GHANA ECW/CCJ/JUD/11/14.

68.The Court further observes that even under the 2005 Staff Regulations, which governed the Applicant's employment at the time of his resignation, similar obligations of internal recourse existed, requiring escalation of disputes through administrative channels prior to judicial intervention.

69.Accordingly, whether assessed under the 2005 or the 2021 Staff Regulations, the Applicant has failed to comply with the mandatory requirement of exhaustion of internal remedies.

70.In the circumstances, the Court finds that the present application is inadmissible for failure to satisfy the condition precedent stipulated under Article 10(e) of the Supplementary Protocol.

71.The Court further notes that the Respondent's Counterclaim is intrinsically linked to the principal claim, as it arises from the same employment relationship and financial dispute. In the absence of an admissible principal action, there exists no proper procedural foundation upon which the Counterclaim may be sustained.

72.Consequently, the application is hereby declared inadmissible.

XI. COSTS

73. The Court recalls the provisions of Article 66(1) of the Rules of the Court, which provides that a decision as to costs shall be given in the final judgment or in the order which closes the proceedings, and paragraph (2) thereof, which states that the unsuccessful party shall be ordered to pay the costs, if so decided.

74. In the instant case, the Application has been declared inadmissible for failure to comply with a mandatory procedural requirement. The Applicant is therefore, in principle, the unsuccessful party.

75. However, the Court considers the circumstances of the case, notably that:

- the Respondent itself contributed to the persistence of the dispute by failing to provide a definitive administrative resolution to the Applicant's claims over a prolonged period.
- the issues raised relate to staff entitlements and internal administrative processes, which warrant a measure of procedural equity.
- the Counterclaim of the Respondent has equally not been entertained.

76. In the exercise of its discretionary power under Article 66 of the Rules, the Court considers it equitable that each party shall bear its own costs.

77. Accordingly, the Court orders that each party shall bear its own costs of these proceedings.

XII. OPERATIVE CLAUSE

78. For these reasons, the Court, sitting in public, after hearing the Parties, and deliberating in accordance with the law:

i. **On jurisdiction:**

Declares that it has jurisdiction to entertain the application.

ii. **On admissibility:**

Declares the Application inadmissible for failure to exhaust internal remedies as required under Article 10(e) of the Supplementary Protocol A/SP.1/01/05.

iii. **On the merits:**

Declines to examine the merits of the case, the Application having been declared inadmissible.

iv. **On the Respondent's Counterclaim:**

Declares that the Respondent's Counterclaim is not maintainable in the absence of an admissible principal application and accordingly strikes it out.

v. **Dismisses** all other claims and reliefs sought by the parties.

vi. **Orders** the parties to bear their own costs.

Hon. Justice Sengu Mohamed **KOROMA** - Presiding/Judge Rapporteur ....

Hon. Justice Dupe **ATOKI** – Member ....

Hon. Justice Edward Amoako **ASANTE** – Member ....

Dr Yaouza **OURO-SAMA**- Chief Registrar ....

Done in Conakry on 18th May 2026, in English and translated into Portuguese and French.