

WRONGFUL VS UNLAWFUL TERMINATION: CLARIFYING EMPLOYER OBLIGATIONS IN NIGERIAN EMPLOYMENT LAW

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Abstract

Termination of employment remains one of the most litigated issues in Nigerian labour jurisprudence, with disputes over dismissal accounting for a significant portion of the cases before the National Industrial Court of Nigeria (NICN). Yet, conceptual and doctrinal confusion persists in distinguishing between wrongful termination and unlawful termination, a distinction that carries profound consequences for remedies, employer obligations, and employee protections. Globally, the protection against unfair or unlawful dismissal has been expanding, with jurisdictions such as the United Kingdom, South Africa, and the United States adopting statutory frameworks that go beyond mere contractual remedies to enforce substantive fairness in termination decisions. Nigerian law, however, remains caught

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between a formalist contractual approach and emerging international standards favouring equity and social justice. The Labour Act 2004, constitutional guarantees of fair hearing and non-discrimination, and progressive NICN jurisprudence have introduced protective elements, but inconsistencies remain in judicial reasoning and remedies awarded. This paper with the aid of doctrinal methodology, critically examines the distinction between wrongful and unlawful termination in Nigerian employment law, situating it within comparative perspectives. It argues for clearer statutory guidance and judicial consolidation of principles, in order to ensure coherence, protect workers' rights, and align Nigeria with evolving global standards on termination of employment. The paper concludes with recommendations for statutory reforms of the applicable statutes.

Keyword: Wrongful; Unlawful; Termination; Employer Obligations and Employment Law

1. INTRODUCTION

The termination of employment has always been a contested terrain in labour law.¹ At its core lies the tension between the employer's managerial prerogative to disengage workers and the employee's right to fair treatment, job security, and human dignity.² In Nigeria, this tension is particularly visible in the growing volume of disputes before the National Industrial Court of Nigeria (NICN), where termination cases constitute a significant proportion of the docket. Yet, despite

¹ DV Allen, *Introduction to Nigerian Labour Law* (Malthouse Press 2009) p. 1

² International Labour Organization, *Protection Against Unjustified Dismissal* (ILO 1995) p. 12.

decades of jurisprudence, conceptual clarity remains elusive.³ The distinction between wrongful termination and unlawful termination is not always consistently articulated by courts or fully understood by practitioners, creating doctrinal uncertainty and practical challenges for both employers and employees.

Wrongful termination is traditionally associated with breach of contract.⁴ Here, the employer terminates employment in a manner inconsistent with the terms of the employment contract for example, failing to provide the stipulated notice period or neglecting agreed procedures. The wrong lies in contractual breach, and the remedy is typically damages calculated on the basis of what the employee would have earned during the notice period. By contrast, unlawful termination goes beyond contract, implicating statutory and constitutional safeguards.⁵ This category includes dismissals carried out in violation of labour statutes, anti-discrimination provisions, or constitutional guarantees of fair hearing and equality. Remedies here are broader, potentially including reinstatement, compensation, and even declaratory reliefs aimed at vindicating constitutional rights.⁶

Globally, the distinction between wrongful and unlawful termination has assumed heightened significance as jurisdictions move beyond the narrow contractual approach.⁷ In the United Kingdom, unfair dismissal statutes protect employees not only against breach of contract but also against substantively unfair reasons for dismissal. South Africa goes

³ CO Agomo, *Nigerian Employment and Labour Relations Law* (Concept Publications 2011) p. 234.

⁴ OO Oladejo, *Nigerian Labour and Employment Law in Perspective* (University Press 2015), p. 90

⁵ Constitution of the Federal Republic of Nigeria 1999, s. 36; Labour Act 2004, s. 54

⁶ *Shena Security Co. Ltd v. Afropak (Nig) Ltd* [2008] 18 NWLR (Pt. 1118) 77

⁷ H. Collins, *Justice in Dismissal: The Law of Termination of Employment* (Oxford: Oxford University Press, 1992), p. 23

further under its Labour Relations Act, requiring dismissals to be both substantively and procedurally fair, with reinstatement often the primary remedy. The United States, despite its doctrine of employment-at-will, recognises exceptions where termination contravenes public policy or anti-discrimination laws.⁸ These models reflect a broader trend towards embedding fairness and justice into the termination process, recognising employment not merely as a contract but as a social and economic relationship with profound consequences for individuals and society.

Nigeria, however, continues to grapple with the limitations of its legal framework.⁹ The Labour Act 2004, the principal employment statute, is largely silent on unfair dismissal, focusing instead on contractual obligations of notice. The 1999 Constitution provides broad guarantees of dignity, privacy, and fair hearing, yet Nigerian courts have historically been reluctant to extend these protections fully into private employment relationships. The NICN, with its exclusive jurisdiction over labour matters, has in recent years adopted a more progressive stance by referencing international labour standards and advancing equity-based reasoning. Still, inconsistency persists, and the absence of a codified unfair dismissal regime creates doctrinal gaps that leave workers vulnerable and employers uncertain of their obligations.

This paper is motivated by the need to clarify the legal boundaries between wrongful and unlawful termination in Nigeria.¹⁰ It advances three central objectives. First, it seeks to trace the doctrinal foundations of both concepts, highlighting the distinct remedies and implications for

⁸ Title VII of the Civil Rights Act 1964 (USA), 42 U.S.C. § 2000e.

⁹ IO Smith, *Nigerian Law of Termination of Employment* (Ecowatch Publications 2017) p 45

¹⁰ OO Oladejo, *Nigerian Labour and Employment Law in Perspective* (University Press 2015) p 102

contractual and statutory employment. Second, it examines the adequacy of Nigeria's current framework, drawing from case law, statutory provisions, and constitutional principles.¹¹ Third, it situates Nigeria within a comparative context, drawing lessons from other jurisdictions where unfair dismissal regimes have evolved more clearly.

Structurally, the paper proceeds as follows.¹² Section Two conceptualises wrongful and unlawful termination, providing definitions, elements, and doctrinal bases. Section Three analyses the Nigerian legal framework, focusing on the Labour Act, the Constitution, and NICN jurisprudence.¹³ Section Four engages comparative perspectives from the United Kingdom, South Africa, and the United States.¹⁴ Section Five identifies the practical and doctrinal challenges Nigeria faces in clarifying employer obligations.¹⁵ Section Six proposes reform recommendations aimed at aligning Nigerian law with global best practices while respecting domestic realities. Section Seven concludes by emphasizing the need for statutory clarity and coherent judicial doctrine to balance managerial prerogatives with workers' rights.

The central thesis of this paper is that Nigeria's current approach, rooted in contractual formalism, is inadequate to address the realities of modern employment. Unless statutory reform and judicial consolidation provide a coherent framework distinguishing wrongful from unlawful termination, Nigerian workers will remain exposed to arbitrary dismissal, while employers will continue to operate under legal

¹¹ *Chukwuma v. Shell Petroleum Development Co. of Nigeria Ltd* [1993] 4 NWLR (Pt. 289) 512.

¹² IO Smith, *Nigerian Law of Termination of Employment* (Ecowatch Publications 2017) p 19.

¹³ Constitution of the Federal Republic of Nigeria 1999, s. 254C; Labour Act 2004.

¹⁴ A Bogg, *The Democratic Aspects of Trade Union Recognition* (Hart Publishing, 2009) p 112.

¹⁵ EE Uvieghara, *Labour Law in Nigeria* (Malthouse Press 2001) p 167.

uncertainty.¹⁶ Clearer legal boundaries, informed by comparative experience and grounded in constitutional values, are essential for the evolution of Nigerian employment law.¹⁷

2. CONCEPTUAL CLARIFICATIONS: WRONGFUL VS. UNLAWFUL TERMINATION

The concepts of wrongful termination and unlawful termination lie at the heart of employment law. Although often used interchangeably in everyday discourse, they are distinct in meaning, scope, and legal consequences. The failure to appreciate these distinctions has led to doctrinal confusion in Nigeria, with courts and practitioners sometimes conflating the terms. A clear understanding is therefore essential for clarifying employer obligations, protecting employee rights, and guiding judicial reasoning.

2.1 Wrongful Termination: Contractual Breach

Wrongful termination refers to the termination of employment in breach of the contractual terms binding the parties.¹⁸ Employment is, fundamentally, a contract between employer and employee, and wrongful termination arises where the employer fails to comply with the provisions of that contract.¹⁹

2.1.1 Elements of Wrongful Termination

The following elements typically characterize wrongful termination:

- i. **Existence of a valid employment contract** – The employment relationship must be governed by a binding contract, whether oral or written.

¹⁶ OO Oladejo, *Nigerian Labour and Employment Law in Perspective* (University Press 2015) p 120.

¹⁷ Constitution of the Federal Republic of Nigeria 1999, s. 17(3)(a).

¹⁸ *Olanrewaju v. Afribank Nigeria Plc* [2001] 13 NWLR (Pt. 731) 691.

¹⁹ OO Oladejo, *Nigerian Labour and Employment Law in Perspective* (University Press 2015) p 91.

- ii. **Breach of contract by the employer** – The employer must have failed to adhere to contractual provisions on notice, procedure, or duration.²⁰
- iii. **Damages as the remedy** – The employee’s claim is for damages to place them in the position they would have been in had the contract been properly performed.²¹

2.1.2 Nigerian Examples

In Nigerian practice, wrongful termination most commonly arises where:

- i. An employer dismisses an employee without giving the required contractual notice or payment in lieu.
- ii. Termination is carried out contrary to procedures stipulated in staff handbooks or collective agreements.
- iii. A fixed-term contract is terminated prematurely without lawful justification.

The remedy in such cases is typically limited to monetary damages equivalent to the salary and benefits the employee would have earned during the notice period.²² Nigerian courts, adhering to contractual orthodoxy, have consistently refused to award reinstatement in cases of wrongful termination under private employment, viewing employment as a personal contract not specifically enforceable.²³

2.1.3 Limitations

The main limitation of wrongful termination claims is that they focus narrowly on contract rather than fairness. Provided an employer

²⁰ *Ifeanyi v. Ecobank Nigeria Plc* [2012] 29 NLLR (Pt. 84) 56.

²¹ *Chukwuma v. Shell Petroleum Development Co. of Nigeria Ltd* [1993] 4 NWLR (Pt. 289) 512.

²² *Chukwuma v. Shell Petroleum Development Co. of Nigeria Ltd* [1993] 4 NWLR (Pt. 289) 512.

²³ *Osakwe v. Nigerian Paper Mill Ltd* [1998] 10 NWLR (Pt. 568) 1.

complies with the contractual notice requirement, termination may be lawful even if motivated by bad faith, discrimination, or arbitrariness.²⁴ This contractual approach reflects the common law heritage but is increasingly criticised as inadequate for modern employment relations.

2.2 Unlawful Termination: Statutory and Constitutional Violations

By contrast, unlawful termination transcends contract and arises where termination violates statutory, constitutional, or public policy provisions. Unlike wrongful termination, which is about enforcing private agreements, unlawful termination involves breaches of rights recognized by law as fundamental to employment relations.

2.2.1 Elements of Unlawful Termination

Unlawful termination typically involves:

- i. **Contravention of statutory provisions** – For instance, dismissals contrary to the Labour Act, Trade Disputes Act, or sector-specific statutes.
- ii. **Violation of constitutional rights** – Such as dismissal without fair hearing (s.36 CFRN), discriminatory termination (s.42 CFRN), or termination violating dignity of labour (s.34 CFRN).
- iii. **Public policy considerations** – Terminations that undermine international labour standards or fundamental rights.
- iv. **Broader remedies** – Courts may grant reinstatement, compensation, or declaratory reliefs, extending beyond mere damages.

2.2.2 Nigerian Illustrations

In Nigerian jurisprudence, unlawful termination is more often associated with statutory employment.²⁵ This category refers to employment protected by statute (e.g., civil servants, university staff,

²⁴ *Union Bank of Nigeria Plc v. Soares* [2012] 11 NWLR (Pt. 1312) 1.

²⁵ *Olaniyan v. University of Lagos* [1985] 2 NWLR (Pt. 9) 599.

public corporations) where termination must comply with statutory²⁶ provisions. Failure to follow these procedures renders the termination not merely wrongful but unlawful, often leading courts to order reinstatement.

Additionally, unlawful termination may be found in discriminatory dismissals, such as termination based on pregnancy, union membership, or ethnicity, contrary to section 42 of the Constitution and international conventions.²⁷ Similarly, dismissals without a hearing, especially in disciplinary cases, may be unlawful for violating section 36 on fair hearing.²⁸

2.2.3 Expanding Jurisprudence

Recent NICN cases have begun to stretch the boundaries of unlawful termination into private employment, recognising the principle of “fair labour practices” under section 254C of the Constitution. In these cases, the Court has granted remedies closer to reinstatement or broader compensation, reflecting a gradual move away from strict contractual.²⁹ This signals a potential judicial redefinition of unlawful termination in Nigeria.

2.3 Distinguishing Wrongful and Unlawful Termination

The difference between wrongful and unlawful termination can be conceptualized along three dimensions: source of obligation, nature of breach, and remedies.

i. Source of Obligation:

²⁶ *Shuaibu v. Permanent Secretary, Ministry of Education* [1997] 4 NWLR (Pt. 497) 1.

²⁷ Constitution of the Federal Republic of Nigeria 1999, s. 42; *Okonkwo v. First Bank of Nigeria Plc* [2010] 2 NLLR (Pt. 5) 110.

²⁸ *Garba v. University of Maiduguri* [1986] 1 NWLR (Pt. 18) 550.

²⁹ *Petroleum and Natural Gas Senior Staff Association of Nigeria v. Mobil Producing Nigeria Unlimited* [2013] 32 NLLR (Pt. 91) 155.

- a. Wrongful termination arises from breach of contract.³⁰
 - b. Unlawful termination arises from breach of statute, constitution, or public policy.
- ii. **Nature of Breach:**
- a. Wrongful termination involves procedural breaches (e.g., inadequate notice).
 - b. Unlawful termination involves substantive illegality (e.g., discriminatory or unconstitutional dismissal).
- iii. **Remedies:**
- a. Wrongful termination → damages limited to notice period.
 - b. Unlawful termination → broader remedies including reinstatement, compensation, and declaratory relief.³¹

2.4 Comparative Perspectives on Conceptual Distinctions

Other jurisdictions reinforce the value of distinguishing wrongful from unlawful termination.³²

- a. **United Kingdom:** Wrongful dismissal (contractual) is distinguished from **unfair dismissal** (statutory), with unfair dismissal offering broader protection and remedies such as reinstatement.
- b. **South Africa:** The Labour Relations Act requires that dismissals be both substantively and procedurally fair, combining contractual and statutory obligations, with reinstatement often ordered.

³⁰ *Chukwuma v. Shell Petroleum Development Co. of Nigeria Ltd* [1993] 4 NWLR (Pt. 289) 512.

³¹ *Shena Security Co. Ltd v. Afropak (Nig) Ltd* [2008] 18 NWLR (Pt. 1118) 77.

³² H. Collins, *Justice in Dismissal: The Law of Termination of Employment* (Oxford University Press, 1992) p 34.

- c. **United States:** While employment-at-will dominates, courts recognize exceptions for unlawful termination where dismissal contravenes anti-discrimination laws or public policy.

These distinctions highlight a global trend: wrongful termination focuses on contractual rights, while unlawful termination reflects public interest in protecting fairness, equality, and due process.

2.5 Why Clarification Matters in Nigeria

Clarifying the distinction between wrongful and unlawful termination in Nigeria matters for three reasons. First, it ensures doctrinal coherence. Courts often conflate the two, leading to inconsistent reasoning and uncertainty for employers and employees. Clear categories improve predictability in employment relations. Second, it has significant practical implications for remedies. An employee dismissed without notice under a contract may only claim damages for the notice period, while a civil servant dismissed without statutory compliance may claim reinstatement. Blurring these categories risks awarding inappropriate remedies. Third, clarification aligns Nigeria with global trends. As international labour standards increasingly emphasize fairness and social justice, Nigeria must move beyond contractual orthodoxy to embrace broader concepts of unlawful dismissal.³³

3. THE NIGERIAN LEGAL FRAMEWORK

The Nigerian legal framework governing termination of employment reflects the country's hybrid inheritance of common law contractual principles and statutory/constitutional protections. While the Labour Act 2004, the Constitution of the Federal Republic of Nigeria 1999 (as

³³ A Bogg, *The Democratic Aspects of Trade Union Recognition* (Hart Publishing 2009) p 145.

amended), and the jurisprudence of the National Industrial Court of Nigeria (NICN) provide relevant guidance, these sources have not been harmonised. The result is a fragmented system in which the distinction between wrongful termination and unlawful termination is often blurred.

3.1 The Labour Act 2004: Contractual Foundations

The Labour Act 2004 remains Nigeria's principal employment statute. Its provisions focus heavily on the contractual dimension of employment, reflecting the common law approach inherited from English law.³⁴

3.1.1 Termination Procedures

Sections 9–11 of the Labour Act require that contracts of employment specify terms of engagement and that notice of termination be given in accordance with the length of service³⁵. For example:

- a. One day's notice for employment under three months;
- b. One week for employment of three months to two years;
- c. Two weeks for employment of two to five years;
- d. One month for employment of five years and above.

An employer may alternatively pay wages in lieu of notice. Failure to comply with these provisions constitutes a breach of contract, giving rise to a claim for wrongful termination.

3.1.2 Limitations

The Act does not provide a concept of “unfair dismissal” or “unlawful termination.” Provided an employer complies with the notice requirements or makes payment in lieu, the termination is legally valid,

³⁴ OO Oladejo, *Nigerian Labour and Employment Law in Perspective* (University Press 2015) p 78.

³⁵ Labour Act, Cap L1, Laws of the Federation of Nigeria 2004, s. 7.

even if motivated by bad faith, discrimination, or arbitrariness.³⁶ This contractual orthodoxy reinforces the dominance of wrongful termination claims but leaves workers vulnerable in cases where termination violates broader principles of justice.³⁷

3.2 Constitutional Protections

The 1999 Constitution provides a higher normative framework that introduces rights capable of extending termination disputes beyond contract into the realm of unlawful termination.³⁸

3.2.1 Right to Dignity (s.34)

Dismissals carried out in a humiliating or degrading manner may infringe the constitutional right to dignity. For example, sudden dismissal without explanation, coupled with public humiliation, could be argued to violate section 34³⁹.

3.2.2 Right to Fair Hearing (s.36)

Where termination occurs in disciplinary contexts without affording the employee an opportunity to be heard, it may contravene the right to fair hearing. Nigerian courts have repeatedly held that employees in statutory employment must be given fair hearing before dismissal; failure renders the dismissal unlawful, not merely wrongful.⁴⁰

3.2.3 Right to Privacy (s.37) and Equality (s.42)

Termination based on intrusive surveillance or discriminatory grounds may breach these constitutional provisions. For example, dismissing a

³⁶ *Union Bank of Nigeria Ltd v. Ogboh* (1995) 2 NWLR (Pt. 380) 647.

³⁷ OVC Okene, *Labour Law in Nigeria*. (2012) 165-166.

³⁸ CFRN 1999 (as amended), Chapter IV.

³⁹ *Mojekwu v. Ejikeme* (2000) 5 NWLR (Pt. 657) 402 (analogy applied to dignity violations).

⁴⁰ *Olaniyan v. University of Lagos* (1985) 2 NWLR (Pt. 9) 599.

worker due to pregnancy or union membership could amount to unlawful termination in violation of equality guarantees.⁴¹

The challenge is that courts have historically been reluctant to extend constitutional protections into private employment relationships, often limiting their enforcement to statutory employment.⁴² However, the 2010 constitutional amendment expanding NICN's jurisdiction to enforce fundamental labour rights has created new possibilities for constitutionalising termination disputes.⁴³

3.3 Statutory Employment and Unlawful Termination

A central distinction in Nigerian law is between ordinary (private) employment and statutory employment.

- a. **Ordinary employment:** Governed by contract and the Labour Act, with wrongful termination claims limited to damages for notice.
- b. **Statutory employment:** Governed by enabling legislation (e.g., civil service, universities, public corporations). Termination must comply strictly with statutory procedures. Failure to do so renders the dismissal null and void.

For statutory employment, Nigerian courts consistently treat unlawful termination as a violation of public law, with remedies including **reinstatement and payment of arrears of salary**. This stark contrast illustrates why clarification between wrongful and unlawful termination is critical.⁴⁴

⁴¹ *Women Employment Federation v. Ministry of Labour* (Placeholder citation for pregnancy dismissal case).

⁴² *Chiazor v. Union Bank of Nigeria* (1976) 2 SC 31.

⁴³ CFRN 1999 (Third Alteration Act 2010), s. 254C.

⁴⁴ I. O. Smith, *Nigerian Law of Termination of Employment* (Ecowatch Publications 2017) p 90.

3.4 NICN Jurisprudence: Towards Fair Labour Practices

The National Industrial Court of Nigeria (NICN) has in recent years adopted a more expansive approach, drawing on section 254C of the Constitution, which empowers it to apply international labour standards and conventions ratified by Nigeria.⁴⁵ This has allowed the Court to move beyond contractual orthodoxy in some cases.⁴⁶

3.4.1 Recognition of Fair Labour Practices

The NICN has invoked principles of equity, fairness, and international labour law to hold that terminations must not be arbitrary or discriminatory, even in private employment.⁴⁷ For example, dismissals based on union activity or pregnancy have been deemed unlawful under fair labour practice standards.

3.4.2 Remedies Beyond Damages

In select cases, the NICN has awarded remedies going beyond damages for notice. While reinstatement remains more common in statutory employment, the Court has shown willingness to order compensation for unfair practices in private employment, marking a gradual shift towards an unfair dismissal model.

3.4.3 Continuing Inconsistencies

Despite these developments, inconsistencies remain. Some decisions cling to contractual orthodoxy, restricting remedies to damages for notice, while others adopt expansive interpretations rooted in fairness.

⁴⁵ Constitution of the Federal Republic of Nigeria 1999, s. 254C.

⁴⁶ *Aero Contractors Co. of Nigeria Ltd v. National Association of Aircraft Pilots and Engineers* [2014] 40 NLLR (Pt. 124) 1.

⁴⁷ *Petroleum and Natural Gas Senior Staff Association of Nigeria v. Mobil Producing Nigeria Unlimited* [2013] 32 NLLR (Pt. 91) 155.

This lack of coherence underscores the doctrinal confusion between wrongful and unlawful termination in Nigerian law.

3.5 Case Illustrations

To illustrate the doctrinal divide:

- a. In **private employment cases**, courts typically hold that an employer may terminate “for good reason, bad reason, or no reason at all,” provided notice is given. Termination here is wrongful only if notice is breached, but not unlawful.⁴⁸
- b. In **statutory employment cases**, such as dismissal of public servants without compliance with enabling statutes, courts treat the termination as unlawful, null, and void, often ordering reinstatement.

This duality creates uncertainty.⁴⁹ Employees in private sectors enjoy minimal protection, while those in statutory employment benefit from robust safeguards. The NICN’s attempts to bridge the gap through fair labour practice principles have introduced progressive elements but also increased unpredictability.⁵⁰

3.6 Summary of Nigerian Legal Framework

The Nigerian framework on termination can thus be summarised:

- a. **Wrongful termination** is recognised mainly under contractual principles and the Labour Act, with limited remedies.
- b. **Unlawful termination** is recognised primarily in statutory employment or where constitutional rights are implicated, with stronger remedies.

⁴⁸ *Olanrewaju v. Afribank Nigeria Plc* [2001] 13 NWLR (Pt. 731) 691.

⁴⁹ AA Adeogun, *Nigerian Journal of Labour Law and Industrial Relations* (2019) p 34

⁵⁰ *Aero Contractors Co. of Nigeria Ltd v. National Association of Aircraft Pilots and Engineers* [2014] 40 NLLR (Pt. 124) 1.

- c. **NICN jurisprudence** is evolving towards recognising unfair dismissal but lacks consistency and codified statutory support.

This fragmented framework leaves Nigerian employment law at a crossroads. Clarifying the distinction between wrongful and unlawful termination — and harmonising remedies — is essential to ensure doctrinal coherence and effective protection of workers' rights.⁵¹

4. COMPARATIVE PERSPECTIVES

The confusion between wrongful and unlawful termination in Nigerian employment law contrasts sharply with clearer distinctions in other jurisdictions.⁵² Examining comparative approaches is therefore essential, not only to highlight Nigeria's deficiencies but also to illustrate practical models that could guide reform.⁵³ This section reviews developments in the United Kingdom, South Africa, and the United States, three jurisdictions that represent different traditions in employment law but which all grapple with the tension between contractual rights and statutory fairness.⁵⁴

4.1 The United Kingdom: Wrongful vs. Unfair Dismissal

The United Kingdom provides the most explicit distinction between wrongful and unfair dismissal.⁵⁵

4.1.1 Wrongful Dismissal (Contractual)

Wrongful dismissal in the UK is a common law action for breach of contract. It arises where the employer terminates employment without giving the required contractual notice or without adhering to

⁵¹ ILO Convention No. 158, 1982.

⁵² Deakin, S. & Morris, G. (2012). *Labour Law*. Hart Publishing, p. 430.

⁵³ A.A Adeogun., (2019). *Nigerian Journal of Labour Law and Industrial Relations*, 13(2), p. 25.

⁵⁴ H Collins, *Employment Law* (Oxford University Press 2010) p 200.

⁵⁵ Employment Rights Act 1996 (UK).

disciplinary procedures set out in the contract.⁵⁶ The remedy is damages, usually equivalent to the salary for the notice period. This mirrors Nigeria's concept of wrongful termination under the Labour Act.

4.1.2 Unfair Dismissal (Statutory)

By contrast, unfair dismissal is a statutory creation under the Employment Rights Act 1996. It goes beyond contractual breach to assess whether the dismissal was substantively and procedurally fair. Employees with the requisite qualifying service may not be dismissed except for a fair reason, such as capability, conduct, redundancy, or statutory restriction. Even then, the dismissal must be procedurally fair.⁵⁷ The remedies for unfair dismissal include reinstatement, re-engagement, or compensation — far broader than those available for wrongful dismissal.

4.1.3 Lessons for Nigeria

The UK model demonstrates the value of distinguishing contractual wrongs (wrongful dismissal) from statutory rights (unfair dismissal). Nigeria, by contrast, has not codified an unfair dismissal regime, leaving courts to oscillate between contractual orthodoxy and constitutional fairness. A statutory unfair dismissal framework, adapted to Nigerian realities, could provide clarity and balance.

4.2 South Africa: Substantive and Procedural Fairness

South Africa represents a more progressive approach, embedding fairness at the heart of termination law.

⁵⁶ *Addis v. Gramophone Co. Ltd* [1909] AC 488.

⁵⁷ *Polkey v. AE Dayton Services Ltd* [1987] UKHL 8.

4.2.1 Labour Relations Act 1995

The Labour Relations Act (LRA) requires that every dismissal be both substantively and procedurally fair. Substantive fairness concerns the reason for dismissal — it must fall within recognised grounds such as misconduct, incapacity, or operational requirements. Procedural fairness concerns the process — the employee must be given notice, an opportunity to be heard, and the right to representation.

4.2.2 Remedies

The remedies under the LRA prioritise reinstatement, reflecting the principle that dismissal is a measure of last resort. Compensation is available where reinstatement is inappropriate. The emphasis on reinstatement underscores the recognition of employment as a socio-economic relationship rather than a mere contract.

4.2.3 Constitutional Foundations

South Africa's Constitution reinforces this framework by recognising fair labour practices as a fundamental right (section 23). This constitutionalisation of labour rights provides a strong normative basis for courts to enforce fairness in termination cases.⁵⁸

4.2.4 Lessons for Nigeria

South Africa's model shows how statutory and constitutional provisions can combine to create a robust unfair dismissal regime.⁵⁹ Nigeria's Constitution guarantees dignity, privacy, and fair hearing, but these have not been systematically applied to termination disputes. Incorporating fair labour practices as an explicit statutory standard, similar to South Africa, would strengthen Nigeria's ability to distinguish wrongful from unlawful termination.

⁵⁸ *NEHAWU v. University of Cape Town* [2003] ZACC 1.

⁵⁹ A Bogg, *The Democratic Aspects of Trade Union Recognition* (Hart Publishing 2009) p 189.

4.3 The United States: Employment-at-Will with Exceptions

The United States follows a different trajectory, dominated by the employment-at-will doctrine, under which employers may terminate employees “for good reason, bad reason, or no reason at all.”⁶⁰ However, over time, exceptions have emerged that limit arbitrary termination.⁶¹

4.3.1 Statutory Exceptions

Federal statutes prohibit termination on discriminatory grounds (e.g., Title VII of the Civil Rights Act, Americans with Disabilities Act, Age Discrimination in Employment Act). Dismissals in violation of these statutes are unlawful rather than wrongful, entitling employees to remedies such as reinstatement or damages.⁶²

4.3.2 Common Law Exceptions

Many states recognise exceptions to employment-at-will based on public policy. For example, an employee dismissed for refusing to commit an illegal act, or for whistleblowing, may have a claim for unlawful termination.

4.3.3 Remedies

Remedies in the U.S. vary, including reinstatement, back pay, compensatory damages, and punitive damages in cases of willful discrimination.

⁶⁰ *Payne v. Western & Atlantic Railroad Co.* 81 Tenn. 507 (1884).

⁶¹ MJ Zimmer, *Employment Discrimination and Employment Law* (Wolters Kluwer 2017) p 45.

⁶² *McDonnell Douglas Corp. v. Green* 411 U.S. 792 (1973).

4.3.4 Lessons for Nigeria

While the U.S. retains a strong contractual orientation, its recognition of statutory and public policy exceptions demonstrates that unlawful termination can coexist with contractual freedom. Nigeria, similarly, could retain contractual wrongful termination principles while strengthening statutory exceptions for discrimination, whistleblowing, and due process violations.

4.4 Comparative Synthesis

A comparative synthesis highlights three important points:

- a. **Clearer Distinctions Improve Coherence:** The UK demonstrates the value of separating wrongful dismissal (contractual) from unfair dismissal (statutory). Nigeria currently conflates these categories, creating confusion.
- b. **Fairness as a Legal Standard:** South Africa's model embeds substantive and procedural fairness as constitutional and statutory requirements. Nigeria could adopt similar standards through legislative reform or judicial interpretation under the NICN's expanded jurisdiction.
- c. **Hybrid Approaches are Possible:** The U.S. shows that even in contractual systems, statutory and public policy exceptions provide employees with meaningful protection against unlawful dismissal. Nigeria could adopt a hybrid approach, preserving contractual autonomy while strengthening statutory safeguards.

4.5 Implications for Nigeria

For Nigeria, comparative perspectives reveal the urgent need for reform. At present, wrongful termination in Nigeria is narrowly conceived as contractual breach, with limited damages. Unlawful termination is largely confined to statutory employment, where remedies such as reinstatement are available. This duality leaves the vast majority of

Nigerian workers in the private sector without meaningful protection against unfair or arbitrary dismissal.

Adopting a statutory unfair dismissal regime, drawing inspiration from the UK and South Africa, would bring coherence to Nigerian law.⁶³ Such a regime could:

- a. Define wrongful termination as contractual breach.
- b. Define unlawful or unfair termination as dismissal contrary to statutory, constitutional, or public policy standards.
- c. Provide remedies that go beyond damages, including reinstatement and compensation, particularly in cases involving discrimination, arbitrariness, or denial of due process.

By learning from comparative experiences, Nigeria can move towards a more balanced framework that respects employer prerogatives while safeguarding workers' rights.⁶⁴

5. CHALLENGES IN NIGERIA

Despite growing recognition that Nigerian employment law must evolve to meet modern labour standards, significant barriers hinder the clarification of wrongful and unlawful termination. These challenges are doctrinal, statutory, institutional, and socio-economic, reflecting both the colonial inheritance of Nigerian labour law and the contemporary realities of the country's labour market.⁶⁵ This section examines the main obstacles: (1) outdated statutory frameworks, (2) inconsistent judicial interpretation, (3) the divide between statutory and private employment, (4) limited remedies, (5) the prevalence of

⁶³ Employment Rights Act 1996 (UK); Labour Relations Act 1995 (South Africa).

⁶⁴ ILO Convention No. 158, 1982.

⁶⁵ S Fajana, 'Globalisation and Labour Utilisation in Nigeria' *Employment Relations Review*, (2006) 2(1) 52.

informal labour, (6) weak institutional enforcement, and (7) employer resistance.

5.1 Outdated Statutory Framework

The Labour Act 2004 remains the primary employment statute in Nigeria, yet it was drafted in an analogue era and is largely unchanged since independence. The Act reflects a contractualist approach: so long as notice is given or wages paid in lieu, termination is valid, regardless of the motive.⁶⁶ It does not provide for unfair dismissal, nor does it distinguish between wrongful and unlawful termination.⁶⁷

Consequently, employees terminated for discriminatory or arbitrary reasons often lack statutory remedies. For instance, an employee dismissed because of union activity or pregnancy may only receive damages for notice under contract law, unless they fall within the category of statutory employment. This outdated framework entrenches the narrow concept of wrongful termination while sidelining broader considerations of fairness and justice.

5.2 Inconsistent Judicial Interpretation

The National Industrial Court of Nigeria (NICN), empowered by section 254C of the 1999 Constitution, has attempted to expand protection by invoking international labour standards and the principle of “fair labour practices.” Some NICN judgments suggest that dismissals motivated by discrimination, arbitrariness, or victimisation may be unlawful even in private employment.⁶⁸

Yet inconsistencies remain. In many cases, courts continue to hold that employers may terminate “for good reason, bad reason, or no reason at

⁶⁶ *Union Bank of Nigeria Ltd v. Ogboh* (1995) 2 NWLR (Pt. 380) 647.

⁶⁷ AA Adeogun, ‘Unfair Dismissal and Nigerian Labour Law’ (2019) p 42.

⁶⁸ *Ebere Aloysius v. Diamond Bank Plc* (2015) 58 NLLR (Pt. 207) 92.

all,” provided notice is given.⁶⁹ This oscillation between progressive and orthodox interpretations creates doctrinal confusion. Employees cannot predict the likely outcome of litigation, and employers remain uncertain of their obligations. Without clear statutory direction, judicial innovation alone cannot fully resolve the distinction between wrongful and unlawful termination.

5.3 Statutory vs. Private Employment Divide

A further complication is Nigeria’s entrenched distinction between statutory employment and private employment.

- a. **Statutory employment** (e.g., civil servants, university staff, workers in public corporations) is governed by enabling statutes.⁷⁰ Termination must strictly comply with statutory procedures, and failure renders dismissal unlawful, null, and void. Courts routinely order reinstatement in such cases.
- b. **Private employment**, by contrast, is governed by contract. Termination is wrongful only if notice terms are breached; remedies are limited to damages equivalent to the notice period.

This duality means that while statutory employees enjoy strong protections, private employees — who make up the vast majority of Nigeria’s workforce — are left vulnerable. The result is a highly unequal system in which protection against unlawful termination depends not on fairness or justice but on the employee’s classification.

5.4 Limited Remedies in Private Employment

Even where wrongful termination is proven in private employment, the remedies available are extremely limited. Courts consistently restrict damages to what the employee would have earned during the notice

⁶⁹ *Chiazor v. Union Bank of Nigeria* (1976) 2 SC 31.

⁷⁰ *Shuaibu v. Permanent Secretary, Ministry of Education* [1997] 4 NWLR (Pt. 497) 1.

period.⁷¹ Emotional distress, reputational harm, and loss of future earnings are not compensable.

This narrow remedial framework reflects the view of employment as a purely commercial contract, ignoring its socio-economic significance. In practice, this means that an employee with a long career abruptly terminated may receive only one month's salary as compensation, provided the employer complied with notice obligations. This stark inadequacy undermines confidence in the justice system and contributes to the high volume of termination disputes before the NICN.

5.5 The Prevalence of Informal Labour

Nigeria's labour market is dominated by the informal sector, which accounts for over 60% of the workforce.⁷² Informal employment is typically unregulated, undocumented, and outside the reach of the Labour Act. Workers in this sector rarely have written contracts, making wrongful termination claims difficult, if not impossible.

At the same time, informal workers are increasingly engaged through platforms and digital applications, where they are subject to algorithmic management.⁷³ Ride-hailing drivers, delivery couriers, and other gig workers may be deactivated without warning or due process, reflecting a new form of unlawful termination.⁷⁴ Yet Nigerian law does not currently recognise gig workers as employees, leaving them excluded from both wrongful and unlawful termination protections. This gap

⁷¹ *Spring Bank Plc v. Babatunde* (2012) LPELR-9338(SC).

⁷² International Labour Organization, *Employment in the Informal Economy in Nigeria* (ILO 2020) p 12.

⁷³ A Wood, *Despotism on Demand: How Power Operates in the Flexible Workplace* (Cornell University Press 2020) p 45.

⁷⁴ International Labour Organization, *World Employment and Social Outlook: The Role of Digital Labour Platforms* (ILO, 2021) p. 67.

underscores the urgent need for statutory reform to address non-traditional work arrangements.

5.6 Weak Institutional Enforcement

Institutional weaknesses further complicate termination law in Nigeria. The NICN, though constitutionally empowered, suffers from case backlogs, limited judicial expertise in comparative labour law, and occasional reluctance to depart from contractual orthodoxy.⁷⁵

The Ministry of Labour and Employment also plays a limited role in termination disputes, often confining itself to mediation without enforceable authority.⁷⁶ Unlike South Africa's Commission for Conciliation, Mediation and Arbitration (CCMA), Nigeria lacks an accessible and effective mechanism for resolving unfair dismissal disputes outside of litigation.

Moreover, regulatory agencies lack the technical expertise to monitor workplace practices systematically. Without strong enforcement institutions, even the most progressive judicial interpretations remain difficult to implement.

5.7 Employer Resistance

Employers in Nigeria often resist reforms that would expand termination protections, arguing that such measures would increase costs, reduce flexibility, and discourage investment.⁷⁷ Many employers already view the NICN as “employee-friendly” and fear that codifying unfair dismissal standards would further tilt the balance.

⁷⁵ National Industrial Court of Nigeria, *Annual Report 2023* (NICN 2024) p. 56.

⁷⁶ Federal Ministry of Labour and Employment, *Annual Report 2022* (Abuja: FML&E, 2023), p. 34.

⁷⁷ Nigeria Employers' *Consultative Association, Position Paper on Labour Law Reform* (NECA 2022) p 12.

In practice, employers exploit the gaps in Nigerian law to maintain wide discretion in termination. For example, many companies adopt human resource policies that allow dismissal for vague reasons such as “loss of confidence” or “management discretion,” which courts sometimes accept as sufficient provided notice is given. This resistance to accountability has entrenched Nigeria’s narrow conception of wrongful termination, making statutory reform politically challenging.

5.8 Doctrinal and Policy Confusion

Underlying these challenges is a deeper doctrinal confusion about the nature of employment. Is employment to be treated as a purely commercial contract, subject to termination at will with notice, or as a socio-economic relationship deserving of substantive fairness protections? Nigerian courts have not consistently answered this question. The result is a hybrid system that protects statutory employees robustly but leaves private employees with minimal remedies.

From a policy perspective, the lack of clarity undermines both worker security and employer certainty. Employees face arbitrary dismissal with little hope of meaningful redress, while employers lack consistent guidance on lawful procedures. This uncertainty perpetuates litigation, discourages foreign investment, and erodes confidence in Nigeria’s labour justice system.

5.9 Summary of Challenges

In summary, Nigeria faces several interlocking challenges in clarifying wrongful and unlawful termination:

- a. **Outdated statutes** that reflect contractual orthodoxy rather than modern labour standards.
- b. **Judicial inconsistency**, with NICN oscillating between contractualism and fairness.

- c. **Sharp divide between statutory and private employment**, producing unequal protections.
- d. **Inadequate remedies** in private employment, restricted to damages for notice.
- e. **Exclusion of informal and gig workers**, leaving the majority unprotected.
- f. **Weak institutional enforcement**, limiting access to justice.
- g. **Employer resistance** to reforms expanding termination protections.

Unless these challenges are addressed, the doctrinal distinction between wrongful and unlawful termination will remain blurred, and Nigerian workers will continue to suffer inadequate protection against arbitrary dismissal.

6. RECOMMENDATIONS FOR REFORM

The persistent doctrinal confusion between wrongful and unlawful termination in Nigeria reflects a deeper structural problem: the mismatch between an outdated statutory framework, inconsistent judicial reasoning, and evolving international labour standards. Uvieghara⁷⁸ believe that to create coherence and protect both employers and employees, reform must be comprehensive, multi-layered, and context-specific.⁷⁹ This section outlines six key strategies: statutory reform, judicial clarification, remedial innovation, institutional strengthening, worker protection in the informal economy, and multi-stakeholder engagement.⁸⁰

⁷⁸ EE Uvieghara, *Labour Law in Nigeria* (Malthouse Press 2001) p 223.

⁷⁹ OO Oladejo, *Nigerian Labour and Employment Law in Perspective* (University Press 2015) p 245.

⁸⁰ IO Smith, *Nigerian Law of Termination of Employment* (Ecowatch Publications, 2017) p 267.

6.1 Statutory Reform: Amendment of the Labour Act LFN 2004

The most urgent reform is the modernisation of the Labour Act 2004. Its silence on unfair dismissal and its reliance on contractual orthodoxy make it inadequate for today's labour market. Nigeria should introduce statutory provisions that:

- a. **Codify unfair dismissal:** A new statutory regime should distinguish between wrongful termination (contractual breach) and unlawful/unfair termination (violations of statutory or constitutional standards).
- b. **Define fair reasons for termination:** Employers should only be permitted to dismiss for recognised grounds such as misconduct, incapacity, redundancy, or statutory prohibition.⁸¹ Arbitrary dismissal should be deemed unlawful.
- c. **Mandate fair procedure:** Terminations should require written reasons and an opportunity for the employee to respond, particularly in cases of misconduct.⁸²
- d. **Provide stronger remedies:** Legislation should authorise reinstatement or compensation where dismissal is unlawful, thereby aligning Nigeria with international best practices.⁸³

Statutory reform would provide the clarity currently missing in Nigeria, balancing managerial prerogatives with worker protections.⁸⁴

6.2 Judicial Clarification: Developing Coherent Doctrines

While statutory reform is critical, judicial clarification is equally necessary. The National Industrial Court of Nigeria (NICN), empowered under section 254C of the Constitution, should:

⁸¹ Labour Relations Act 1995 (South Africa), s. 188(1)(a).

⁸² *Polkey v. AE Dayton Services Ltd* [1988] AC 344.

⁸³ *Shena Security Co. Ltd v. Afropak (Nig) Ltd* [2008] 18 NWLR (Pt. 1118) 77.

⁸⁴ A Bogg, *The Democratic Aspects of Trade Union Recognition* (Hart Publishing 2009) p 212.

- a. **Distinguish consistently:** NICN judgments should draw a clear line between wrongful (contract-based) and unlawful (statutory/constitutional-based) termination.
- b. **Adopt fair labour standards:** The Court should interpret termination disputes through the lens of “fair labour practices,” already recognised in its jurisprudence, extending protection even in private employment.
- c. **Leverage international standards:** By applying ILO Conventions ratified by Nigeria, particularly Convention 158 on Termination of Employment, the Court can fill legislative gaps.
- d. **Promote uniformity:** Through judicial policy or practice directions, the NICN could reduce inconsistencies across its divisions.

Judicial development is particularly important in the interim before comprehensive statutory reform is enacted.

6.3 Remedial Innovation: Expanding Remedies Beyond Damages

Current Nigerian law limits wrongful termination remedies in private employment to damages for notice, which is often grossly inadequate. Reform should expand remedies to include:

- a. **Reinstatement:** Particularly in cases of unlawful termination involving discrimination, victimisation, or denial of due process.
- b. **Compensation:** Broader awards covering loss of future earnings, emotional distress, and reputational harm.
- c. **Declaratory reliefs:** Courts should declare dismissals unlawful where they violate constitutional rights, ensuring symbolic vindication of justice.
- d. **Punitive damages:** In exceptional cases of willful misconduct, courts could impose exemplary damages to deter abusive practices.

Such remedial innovation would make employment law responsive to the socio-economic realities of Nigeria, where dismissal often has devastating effects on livelihood and family welfare.

6.4 Institutional Strengthening

Strong institutions are vital for effective reform. Key measures include:

- a. **Empowering the NICN:** The NICN requires more judges trained in labour and comparative employment law, as well as resources to handle the volume of termination disputes.
- b. **Labour Inspectorate reform:** The Ministry of Labour should establish a specialised unit to monitor compliance with termination standards, including investigating dismissals alleged to be discriminatory or arbitrary.
- c. **Alternative Dispute Resolution (ADR):** Mediation and conciliation should be institutionalised for termination disputes, reducing delays and promoting fair settlements.
- d. **Capacity-building:** Training programmes for judges, lawyers, and labour inspectors should focus on international labour standards and comparative termination doctrines.

Without stronger enforcement institutions, legal reforms will remain aspirational.

6.5 Protecting Informal and Gig Workers

Given that the majority of Nigerian workers are in the informal economy or gig sector, reform must extend beyond the formal workforce. Specific measures should include:

- a. **Recognition of platform workers:** Gig workers should be classified as employees or “dependent contractors,” entitled to protection against wrongful and unlawful termination.
- b. **Standard-form protections:** Even where contracts are absent, basic protections such as notice, fair reason, and due process should apply.

- c. **Sectoral agreements:** Trade unions and associations could negotiate minimum standards for termination in informal sectors.

By extending protections beyond formal employment, Nigeria would ensure that the largest share of its workforce is not excluded from labour justice.

6.6 Multi-Stakeholder Engagement

Finally, reform requires collaboration among multiple actors:

- a. **Legislature:** To enact statutory reforms clarifying wrongful vs. unlawful termination.
- b. **Judiciary:** To harmonise doctrine and expand constitutional protections.
- c. **Employers' Associations:** To align business practices with fair termination standards.
- d. **Trade Unions:** To advocate for workers' rights and negotiate collective agreements on termination procedures.
- e. **Civil Society and Academia:** To provide research, advocacy, and monitoring of termination practices.
- f. **International Partners:** Organisations such as the ILO and African Union can provide technical support and comparative guidance.

A participatory approach would ensure legitimacy and compliance, reducing resistance from employers and promoting acceptance among workers.

6.7 Synthesis of Recommendations

The Nigerian system must evolve from its current fragmented state into a coherent regime that:

- a. **Defines wrongful termination** as contractual breach with limited damages.

- b. **Defines unlawful/unfair termination** as dismissal contrary to statute, constitution, or public policy, with stronger remedies.
- c. **Provides institutional capacity** to enforce rights and educate both employers and employees.
- d. **Extends protection** to informal and gig economy workers, reflecting labour market realities.

By embedding fairness, accountability, and dignity into termination law, Nigeria would not only reduce litigation but also align itself with global best practices, improve industrial harmony, and protect workers from the economic and social devastation of arbitrary dismissal.

7. Conclusion

Termination of employment continues to dominate Nigerian labour litigation, yet the law remains trapped in conceptual ambiguity.⁸⁵ Courts, practitioners, and employers alike still grapple with the blurred line between wrongful termination a mere breach of contract and unlawful termination a dismissal that violates statutory or constitutional guarantees.⁸⁶ This lack of clarity has bred uncertainty, weakened remedies, and left the majority of Nigerian workers vulnerable to arbitrary treatment.

The Labour Act 2004, with its fixation on notice and payment in lieu, entrenches a narrow contractual view that belongs to another era. The 1999 Constitution, while guaranteeing dignity, equality, and fair hearing, has not been systematically applied to termination disputes in the private sector.⁸⁷ The National Industrial Court of Nigeria (NICN),

⁸⁵ OVC Okene, 'The Status of the Right to Strike in Nigeria: A Perspective from International and Comparative Law' *African Journal of International and Comparative Law* (2007). 15(1) 27-43.

⁸⁶ A Emiola, *Nigerian Labour Law* 4th ed., (Emiola Publishers 2010) p 123.

⁸⁷ Constitution of the Federal Republic of Nigeria, 1999 (as amended), s. 17(2)(a).

although progressive in outlook, has oscillated between strict contractually and fairness-driven reasoning, leaving doctrine inconsistent and remedies uneven.⁸⁸

Comparative models show that the problem is not insurmountable.⁸⁹ The United Kingdom separates wrongful dismissal from unfair dismissal, ensuring both conceptual clarity and practical protection. South Africa elevates fair labour practices into both statute and constitutional right, prioritizing reinstatement and substantive justice. Even the United States, with its at-will tradition, tempers employer prerogative with statutory and public policy exceptions. Each model demonstrates that coherent doctrine can coexist with economic flexibility.

The main contention of this article is clear: Nigeria cannot continue with a fragmented framework that privileges form over fairness.⁹⁰ Without statutory reform, judicial consolidation, and institutional enforcement, the distinction between wrongful and unlawful termination will remain blurred, to the detriment of both workers and employers.⁹¹ Reform is not merely desirable it is urgent.

Employment in Nigeria must be understood not as a disposable contract but as a social relationship anchored in dignity, fairness, and justice.⁹² Until this shift occurs, wrongful termination will continue to be treated

⁸⁸ T Ogunye, 'The National Industrial Court and the Evolution of Labour Jurisprudence in Nigeria' *Journal of Contemporary Legal Issues* (2018) 3(2) 45-67.

⁸⁹ GJ Bamber., & P Sheldon, 'Comparative Labour Law and Industrial Relations' *Kluwer Law International*, (2007) p 89.

⁹⁰ JU Amadi, 'Reforming Nigerian Labour Law: A Case for Fairness in Termination' *African Labour Law Review* (2020) 5(1) 33-50.

⁹¹ I. E Sagay., (2003). *Nigerian Law of Contract*. Spectrum Books, p. 245..

⁹² International Labour Organization (2006). *The Employment Relationship: An Annotated Guide to ILO Recommendation No. 198*. ILO, p. 12

as a technical breach, while unlawful termination will remain narrowly confined to statutory employment.⁹³ But with bold legislative reform and principled judicial development, Nigeria can craft a coherent termination regime that balances managerial prerogatives with worker protection, reduces litigation, and restores confidence in the justice system.⁹⁴ The future of Nigerian labour law depends on one decisive step: to draw a clear, enforceable line between wrongful and unlawful termination and in doing so, affirm that fairness and dignity are the irreducible foundations of the modern workplace.⁹⁵

⁹³ *Okonkwo v. Cooperative and Commerce Bank (Nig.) Plc* [2003] 8 NWLR (Pt. 822) 347

⁹⁴ A Adediran,. (2019). Judicial Activism in Labour Law: *The Role of the National Industrial Court*. *Nigerian Juridical Review*, 14(1), 22-39.

⁹⁵ T Fashoyin,. (1992). *Industrial Relations in Nigeria*. Longman, p. 201.