IN THE HONOURABLE SUPREME COURT OF THE REPUBLIC OF LIBERIA, SITTING IN ITS MARCH TERM, A.D. 2026.

BEFORE HIS HONOR : YAMIE QUIQUI GBEISAY, SR....................... CHIEF JUSTICE
BEFORE HER HONOR: JAMESETTA H. WOLOKOLIE .... ASSOCIATE JUSTICE
BEFORE HIS HONOR : YUSSIF D. KABA .... ASSOCIATE JUSTICE
BEFORE HER HONOR: CEAINEH D. CLINTON-JOHNSON.........ASSOCIATE JUSTICE
BEFORE HIS HONOR : BOAKAI N. KANNEH ....ASSOCIATE JUSTICE

The Management of Medicare Insurance Company, of the City of Monrovia, Liberia .... Appellant Versus Mr. Moses O. Gbanyah of the City of Monrovia, Liberia .... Appellee	)	Appeal
GROWING OUT OF THE CASE The Management of Medicare Insurance Company, of the City of Monrovia, Liberia .... Petitioner Versus Mr. Moses O. Gbanyah of the City of Monrovia, Liberia .... Respondent	)	Petition for Judicial Review
GROWING OUT OF THE CASE Mr. Moses O. Gbanyah of the City of Monrovia, Liberia .... Complainant Versus The Management of Medicare Insurance Company, of the City of Monrovia, Liberia .... Defendant	)	Unfair Labor Practice and Wrongful Dismissal

Heard: March 31, 2026 Decided: May 21, 2026

MR. JUSTICE KABA DELIVERED THE OPINION OF THE COURT.

On March 12, 2021, the appellee, Mr. Moses O. Gbanyah, filed a complaint with the Ministry of Labor against the appellant, Management of Medicare Insurance Corporation. In his letter, the appellee alleged that the appellant wrongfully suspended his services without pay and denied him the opportunity to pursue advanced education in a foreign country at his own expense.

Taking cognizance of the appellee's complaint, the Ministry of Labor's hearing officer ordered an investigation into the appellee's claims of wrongful suspension and dismissal. To establish his claim, the appellee testified, among other things, that he had worked for the appellant for six (6) years and, in his capacity as General Administrator, was earning a net salary of US$2,736.00 along with 75 gallons of gasoline and US$75.00 worth of scratch cards monthly. He further testified that Dr. Robert N. Kporto, CEO of the appellant, wrote him a communication requesting that he turn over all company property in his possession to his deputy, Ms. Klubo Z. Cooper, whom Dr. Kporto had appointed as Acting General Administrator in his stead. The appellee also informed the investigation that Dr. Kporto wrote him a communication advising him to pursue his education, but indicating that the Board would meet to further deliberate on the matter and communicate its decision thereafter. The appellee testified that on March 3, 2021, he received a letter of indefinite suspension from Dr. Kpoto, CEO/Board Chairman of the appellant, stating that the education he intended to pursue would not benefit the appellant.

On cross-examination, the appellee testified that the appellant's institutional structure comprised Dr. Robert N. Kpoto as Board Chairman and a Senior Management team headed by the General Administrator. He further stated that the appellant had not established a Board as required by the Insurance Act of 2013, and that he referred to Dr. Kpoto as Board Chairman based on how he was addressed before his employment. He added that the issue arose when he requested permission to pursue advanced education, and that he received both the turnover and suspension communications while still in Liberia. The appellee, the sole witness, rested after producing evidence. The evidence tended to establish that there was no Board meeting leading to his indefinite suspension, as no valid Board existed; that he was suspended simply because he sought to pursue advanced education online; and that his position was turned over and his services suspended while he was still in Liberia, despite earlier authorization from Dr. Kpoto to proceed with his studies.

The appellant, through it lone witness, Dr. Robert N. Kpoto, testified that he is the CEO and Chairman of the Board of Directors and confirmed that the appellee was employed by the appellant. He stated that the appellee's role required continuous presence, but that the appellee decided to pursue further studies without proper approval. He further testified that the appellee made arrangements for his studies without informing the appellant and notified the appellant only at the last minute of his departure.

He further testified that although the appellee was advised to await a Board decision, the appellee refused, stating that he could not delay his departure. The appellee was instructed to issue citations for a Board meeting but failed to do so and proceeded to leave. The Board subsequently met in his absence and determined that his conduct amounted to disrespect, abandonment of duty, and gross insubordination. Although the Board initially decided to dismiss him, the Chairman recommended indefinite suspension in hopes of his return. When the appellee failed to return, the Board later implemented the dismissal. On cross-examination, the appellant's witness maintained that the dismissal was justified due to the appellee's unauthorized departure. The appellant rested with the production of evidence, which tended to establish that the appellee abandoned his job without authorization and that his dismissal was justified.

After both parties rested, the Hearing Officer ruled in favor of the appellee, awarding fourteen (14) months' salary in lieu of reinstatement in the amount of US$38,304.00 and accrued salary for twenty (20) months in the amount of US$54,720.00. The appellant, being aggrieved, filed a Petition for Judicial Review before the National Labour Court. In its petition, the appellant averred that on January 27, 2021, the appellee wrote a communication requesting the appellant's approval to pursue a second postgraduate degree in Sierra Leone. The appellant further contended that, without obtaining such approval, the appellee elected to abandon his post and proceeded to pursue his postgraduate studies in Sierra Leone. Accordingly, the appellant sent an email to the appellee informing him that none of the office staff, including his deputy, had been informed of his departure, and that there was no operational plan in place for the office during his absence. The appellant further stated that it had appointed the appellee's deputy to take over the affairs of the company, pending approval by the appellant's Board of Directors. The appellee was also requested to provide updates on all administrative matters and to turn over all relevant documents, as well as any office and company properties in his possession, prior to his departure, pending the outcome of the board meeting. The appellant maintained that, despite this email, the appellee proceeded to pursue further education without obtaining the required approval. Consequently, the Board Chairman of the appellant wrote a letter to the appellee suspending him for an indefinite period, pending the outcome of the board meeting. Thereafter, the Board of Directors met and decided to terminate the appellee's services for reasons including disrespect, gross insubordination, abandonment of duty, and failure to account for matters relating to his employment.

For his part, the appellee filed a fourteen-count return, essentially contending that he did not abandon his post. He argued that he provided adequate and sufficient notice to the appellant by formally requesting approval to pursue his second postgraduate degree. The appellee further asserted that, while he was still on duty, the appellant informed him that Madam Cooper had been appointed as Acting General Administrator to take over the affairs of the company, and that all company properties and documents in his possession should be turned over to her. He maintained that this action amounted to an illegal removal from his post, rather than abandonment as claimed by the appellant. Additionally, the appellee contended that the appellant never constituted a valid Board of Directors, and that even if such a board existed, it was illegal, bogus, and unfounded, including the status of its Chairman, Dr. Robert M. Kpoto, in violation of Section 5.4, Subsection 5.4.1 of the New Insurance Act of 2013. The appellee further argued that he was entitled to be informed of any board meeting and its outcome, which was never communicated to him. Instead, he was unexpectedly relieved of his post. He therefore maintained that the Hearing Officer's ruling was consistent with both the evidence and the applicable law.

After hearing the arguments, the trial judge affirmed the Hearing Officer's ruling, holding that the appointment of another person to the appellee's position amounted to constructive dismissal. The judge reasoned that two persons cannot occupy the same position simultaneously. However, the judge awarded only fourteen (14) months' salary (2,736x14 = US$38,304.00) or reinstatement.

Feeling aggrieved by the ruling of the trial judge, and maintaining that it was justified in terminating the appellee's services and that the appellee is not entitled to any compensation, as no wrongdoing was committed in the termination, the appellant noted exceptions and announced an appeal to this Court. The appellant subsequently filed a two-count Bill of Exceptions, contending that the trial judge erred in adjudging the appellant liable to the appellee in the amount of US$38,309.00.

The bill of exceptions presents for our resolution a single dispositive issue of whether the evidence supports the appellee's entitlement to the award.

We shall now proceed to address this lone issue. Before doing so, it is important to note that the parties are in agreement that the appellee was dismissed by the appellant without any compensation. The appellant attributed its decision to dismiss the appellee to what it described as abandonment of duty, as well as gross disrespect and insubordination on the part of the appellee; however, the appellee denied these allegations. The Supreme Court determined that where wrongful dismissal is established, the court shall have the power to order reinstatement or order reasonable compensation to the aggrieved employee in lieu of reinstatement. Davis and Sayeh v. LTA, Supreme Court Opinion, March Term 2016. The Supreme Court has held that "a person employed under a contract of indefinite duration who is wrongfully dismissed may be awarded up to two years wages." Intercon-Security System Inc. v. Philips 4LLR 42, 47 (2002). It is the law that where wrongful dismissal is established the court shall have the power to order reinstatement or order reasonable compensation to the aggrieved employee in lieu of reinstatement.

We shall now review the records to determine whether the appellee's dismissal was wrongful and whether the award is supported by the evidence, as the appellant contends that it is not.

The appellee asserted that he had the opportunity to pursue a second postgraduate degree in Sierra Leone and, in order to do so, wrote to Dr. Kpoto, who served as the Chief Executive Officer of the appellant and

Chairman of its Board of Directors, seeking approval. He testified that Dr. Kpoto granted preliminary approval, subject to the proviso that a Board meeting was required to make a final determination on his request. To ascertain whether the appellee was indeed granted approval by the appellant, we hereby reproduce the response written by Dr. Kpoto to the appellee's request for study leave, dated January 27, 2021:

> "Hi Moses
> It is only on Tuesday that we can get all the board member available because if (sic) other engagements.
>
> Therefore, please go ahead and write the citation for the meeting as requested. We will communicate the outcome of the meeting to you.
> Thank you.
> Dr. Kpoto/CEO/Chairman"

On February 3, 2021, Dr. Kpoto sent the second communication to the appellee.

> "Dear Gbanyah,
> I have just been informed that none of your office staff including Madam Krubo Zizivily Cooper, your deputy, is informed about your departure. No plan on office operation in your absence.
>
> Therefore, I have appointed pending board approval, Madam Cooper as Acting General Administrator to take over the affairs of the company.
>
> Please update her on all administrative matters and relevant documents including past, current and pending. Give her all office and company properties before your departure and pending the outcome of the board meeting.
>
> I highly appreciate your fill cooperation accordingly.
>
> Regards
>
> Dr. Robert M. Kpoto
> CEO/Chairman of the Board

These two responses written by Dr. Kpoto, in reply to the appellee's request to be permitted to pursue a second postgraduate degree while still in the employ of the appellant, did not amount to approval. The first response expressly conditioned the appellee's request on a decision of the Board of Directors. The second response drew the appellee's attention to the fact that he had absented himself from his duties without informing any of his subordinates, including his deputy, or making arrangements for the continued operation of the institution. It further indicated that his deputy would assume that role to ensure the effective running of the entity. This

Court observes that such communication did not constitute final approval but was expressly conditional. The appellee was therefore under a duty to await the Board's decision before proceeding. Notwithstanding receipt of these responses, the records show that the appellee took no steps to remedy his absence from duty. He neither reported to work, nor discontinued the pursuit of his studies, nor engaged the appellant further to discuss or regularize his request.

The records show that the appellee submitted his request for approval on January 27, 2021. On February 2, 2021, he received a response advising him to await the decision of the Board of Directors. Subsequently, on February 3, 2021, while the appellee was absent from work, his deputy was appointed to steer the affairs of the institution pending the outcome of the board meeting. The appointment of an acting officer in his absence cannot be construed as constructive dismissal but rather as an administrative necessity to ensure the continued operation of the institution.

The appellee was under an obligation to respond to these communications, clarify his position, and ensure that he obtained written approval, particularly since his request was expressly made subject to a board decision. However, he failed to wait for the board's determination whether to approve or disapprove his request and instead elected to pursue his studies. By February 18, 2021, the appellee had still not reported to work, prompting the appellant to suspend him.

The trial judge held that the appellee could not have returned to work to perform his duties because his responsibilities had been transferred to his deputy, which the court deemed to constitute constructive dismissal. We do not agree with the trial judge. Prior to February 18, 2021, when the appellee was suspended, the records clearly show that he made no attempt to return to work. He absented himself without the appellant's approval for more than ten (10) consecutive days. This Court holds that an employee with a valid employment contract who abandons his job is not wrongfully dismissed by his employer when denied reinstatement and other benefits by the employer. Such employee is also not entitled to any benefits. MSF v kollie et al [2001] LRSC 14; 40 LLR 480.

The appellee further argued that no Board of Directors had been constituted by the appellant, making it impossible for a board meeting to have been held. The appellee's argument regarding the nonexistence of a valid Board is inconsistent with his own conduct. This allegation is not supported by the records. When the appellee was instructed by Dr. Kpoto to convene a meeting of the Board to consider his request, he neither objected nor raised any concern about the alleged nonexistence of the Board or lack of knowledge of its members. Indeed, in his correspondence to Dr. Kpoto, the appellee addressed him as Chairman of the Board of the appellant institution. His subsequent reliance on the alleged absence of a Board cannot therefore excuse his failure to comply with established procedures or justify his unilateral decision to abandon his post. The law is that you cannot admit and deny at the same time.

Moreover, the appellant's witness testified that the appellee served as Secretary to the Board and was advised to await the board's decision, despite his failure to formally inform the appellant of his intended departure. However, having already made arrangements to leave without the appellant's knowledge, the appellee indicated that he could not wait. He was further advised to issue notices to convene a board meeting, but he refused, stating that he could not await the board's approval, and subsequently departed. The Board thereafter met in the appellee's absence and, during its deliberations, considered his conduct to constitute disrespect toward the Board and the Chief Executive Officer, abandonment of duty without approval, and gross insubordination.

There is sufficient evidence that the appellee was never granted permission or approval, and that his unexcused absence amounted to abandonment of his duty to the appellant. The law provides that an employee who absents himself for ten (10) consecutive days or twenty (20) days within six (6) months is considered to have abandoned his employment and warrants summary termination of the employment contract. Chapter 14 Section 14.3(d)(vii) of the Decent Work Act. An employee who elects to pursue further studies must first obtain the employer's approval and consent; in the absence of such approval, the employee is deemed to have abandoned his job or post. Medicin San Frontiers v. Kollie et al., 40 LLR, 480. The appellee having elected to pursue further studies without obtaining the employer's approval and consent, in the absence of said approval, the employee is deemed to have abandoned his employment.

The records having established that the appellee submitted a request for approval of study leave abroad and was advised to await the Board of Directors' decision; however, he abandoned his position without obtaining a written approval from the appellant. Considering that after submitting his request on January 27, 2021, he neither returned to work nor made any attempt to do so until his dismissal on March 3, 2021, the dismissal cannot be deemed wrongful. Accordingly, the ruling of the Hearing Officer, as affirmed with modification by the trial judge, is hereby reversed.

WHEREFORE AND IN VIEW OF THE FOREGOING, the ruling of the trial judge affirming the findings of the hearing officer of the Ministry of Labor is hereby reversed. The Clerk of this Court is ordered to send a Mandate to the court below commanding the judge presiding therein to resume jurisdiction over this case and give effect to the Judgment of this Opinion. Costs are ruled against the appellee. AND IT IS HEREBY SO ORDERED.

WHEN THIS CASE WAS CALLED FOR HEARING, COUNSELLOR J. JOHNNY MOMO APPEARED FOR THE APPELLANT. COUNSELLOR JONATHAN MASSAQUOI APPEARED FOR THE APPELLEE.