IN THE HONORABLE 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 SIBank (Liberia) Ltd, by and through its)
Managing Director, Joseph K. Anmin of the City of Monrovia,)
Liberia..Appellant)
)
Versus) APPEAL
)
Godwin Ikechukwu Okoro of the City of Monrovia, Liberia)
....Appellee)
)
GROWING OUT OF THE CASE:)
)
The Management of SIBank (Liberia) Ltd, by and through its)
Managing Director, Joseph K. Anmin of the City of Monrovia,)
Liberia..Petitioner)
)
Versus) PETITION FOR JUDICIAL
) REVIEW
Boakai A. Sheriff, Hearing Officer, Division of Labor Standards,)
Ministry of Labor, Republic of Liberia and Godwin Ikechukwu)
Okoro of the City of Monrovia, Liberia......................Respondent)

Heard: July 1, 2026 Decided: August 27, 2026

MR. CHIEF JUSTICE GBEISAY DELIVERED THE OPINION OF THE COURT

This appeal arises from a final judgment rendered by the National Labour Court for Montserrado County, on the 16th day of November, A.D. 2022, by His Honor Joseph M. Kollie, Resident Judge, affirming the decision of the Ministry of Labor that found the appellant, the Management of SIB (Liberia) Ltd., liable for unfair labor practice against the appellee, Mr. Godwin Ikechukwu Okoro, and awarded him the modified sum of One Hundred and Fourteen Thousand Three Hundred and Eight Dollars Thirteen Cents United States Dollars (US$114,308.13) as damages.

The facts reveal that Godwin Ikechukwu Okoro, was employed by First International Bank (Liberia) Limited in April 2009 as an expatriate staff member. Thereafter, there was a takeover of the First International Bank (Liberia) Ltd., by the Central Bank of Liberia (CBL) in January of 2016; following this takeover, the appellant's operations were sold under the Purchase and Assumption Regulations of the CBL to the Ghana Growth Funds Company (GGFC), which is a subsidiary of the Group Nduom, and a new bank, the Group Nduom Bank (GN Bank Liberia) Limited, was licensed in June 2016 to continue the operations of the First International Bank (Liberia) Ltd., including the staff members of the appellant.

Thereafter, new appointment letters were issued to retained staff on August 1, 2016, including the appellee. This New Institution subsequently assumed the name SIBank (Liberia) Ltd., its current name and appellant herein; thereafter, on the 30th day of March, 2021, the appellant issued a letter to the appellee with the caption: *"RE: NOTIFICATION OF RETIREMENT."*

The appellant in this letter relied upon its early retirement plan as per its handbook and put the appellee up for early retirement even though the appellee clearly objected to the said early retirement and warned the bank that it would be unlawful as per the appellant's own handbook to force early retirement on him based upon the prevailing circumstances.

The appellant refused to heed the appellee's emails and other warnings not to proceed to give him early retirement as it was against the law and their own handbook. Based upon this, the appellee through his legal counsel wrote the appellant inviting it to a conference on June 16, 2021. The appellant, however, did not appear for the said conference; thereafter, the appellee filed a complaint of unfair labor practice with the Ministry of Labor on June 30, 2021, citing wrongful dismissal under the Decent Work Act of Liberia of 2015.

The then Hearing Officer of the Division of Labor Standards at the Ministry of Labor, Boakai A. Sheriff of sainted memory, assigned the complaint for conference but the appellant failed to appear. Successive notices of assignment were issued to the appellant; however, the appellant failed to appear and after the appellant failed to appear at the final two hearings, the Hearing Officer entered a default judgment against it on November 15, 2022, finding the appellant liable to the appellee for unfair labor practice and awarded the appellee the amount of One Hundred Fifty-Seven Thousand Three Hundred and Eight United States Dollars and Thirteen Cents. (US$157,308.13).

The appellant excepted to this ruling and filed a Petition for Judicial Review before the National Labor Court for Montserrado County. The appellant in its petition argued primarily that it had been denied due process and therefore, the ruling against it should be reversed.

Pleadings were exchanged and rested and the matter was assigned for hearing, following arguments pro et con, the trial judge on November 16, 2022, ruled affirming the Hearing Officer's ruling affirmed the Hearing Officer's finding of unfair labor practice but modified the award to the appellee from One Hundred Fifty-Seven Thousand Three Hundred and Eight

United States Dollars and Thirteen Cents. (US$157,308.13) to One Hundred and Fourteen Thousand Three Hundred and Eight Dollars Thirteen Cents (US$114,308.13) as the total benefits the appellee was entitled to.

The appellant again excepted and announced an appeal to this Honorable Supreme Court. The appellant filed an eleven (11) count bill of exceptions in which it primarily argued that there were multiple errors relating principally to the service of process, notice, representation, and the calculation of benefits; that the default judgment was improperly entered after only one absence, despite an agreed four-week period for negotiation; that once its counsel, Zoe & Partners, appeared and announced representation on July 19, 2021, all subsequent notices of assignment were required by law to be served on counsel, not on the Bank's management or its receptionist; that the Sheriff repeatedly and irregularly served notices of assignments on various un-authorized persons of the appellant, including appellant's management staff and a gateman, which resulted in appellant's counsel having no knowledge of the hearings and therefore did not appear and that irregularities deprived it of due process. The Petitioner maintains that these irregularities deprived it of due process; that the damages awarded was excessive and unsupported by evidence and that it failed to account for Twenty-Two Thousand Nine United States Dollars and Ninety-Seven Cents (US$22,009.97) already paid appellee by the appellant. The appellant then prayed this Court to reverse the ruling of the trial court.

It is clear that the appellant's primary argument in this matter is that the trial court erred in affirming the default judgment of the National Labor Court as such was improper as the appellant wasn't served properly as per the anticipation of our law.

We now take recourse to the records to verify whether the appellant was served properly or not, in order to determine if the ruling of the National Labor Court should be upheld or reversed.

The appellant's primary argument that the Notices of Assignment that were served were served on it (appellant) and not on its counsel which it argues is a violation of Civil Procedure Law Rev. Code 1.8:3 (4), which the appellant argues prescribes the method of service upon a party represented by counsel and since the Law Offices of Zoe and Partners represented it and filed an excuse on July 19, 2021, on its behalf, all subsequent service of precepts should have been on its counsel and not on it; therefore, the service was improper and the default judgment should be reversed as appellant was not properly served.

For clarity, we restate the material facts. On July 13, 2021, the Hearing Officer issued a Notice of Assignment for conference on July 19, 2021. In response, the Law Offices of Zoe and Partners transmitted a letter requesting adjournment.

We quote the letter verbatim for clarity of this Opinion:

"Director Boakai A. Sheriff
Hearing Officer
Ministry of Labor
Ministerial Complex
Congo Town
Monrovia, Liberia

July 19, 2021

Dear Director Sheriff,

We are pleased to acknowledge receipt of a Notice of Assignment, dated July 13, 2019, for a conference scheduled before you today at 2:00 P.M., in the matter of Mr. Godwin Ikechukwu Okoro against SIBank.

We note that due to the short notice received this morning and need time to study the case before our appearance to participate in the conference. We kindly crave your indulgence to permit us to appear anytime next week at 2:00 P.M to adequately represent the Bank.

Thanking you for your understanding and kind consideration, we remain.

Kind regards.

Sincerely yours,
C. Alexander B. Zoe
Counsellor-At-Law & Managing Partner"

Upon review of this letter addressed to the Hearing Officer, it is obvious that the letter contains several features, that when viewed objectively and from a legal perspective in light of our jurisprudence, served as notice to the Hearing Officer and the appellee that Law Offices of Zoe & Partners was officially acting as counsel for the appellant in this matter.

First, the letter expressly acknowledges receipt of the Notice of Assignment issued to the Bank in this matter. A law firm ordinarily does not acknowledge service of a court or tribunal's assignment unless it is acting on behalf of the party to whom the notice was directed.

Second, the letter explicitly requests an adjournment "to study the matter to adequately represent the Bank." This language is clear and significant. A request for postponement made in the name of the party, coupled with an express statement that the firm seeks time "to adequately represent the Bank," is a clear assertion of representation. Courts routinely treat such communications as an appearance because they demonstrate that counsel is acting in a representative capacity and intends to participate in the proceedings on behalf of the party; moreover, the letter is signed by Cllr. C. Alexander B. Zoe, a duly licensed lawyer in our jurisdiction. This signature and title attached in a letter to a quasi-judicial tribunal is significant as it shows that the letter was written in a professional legal capacity and the tribunal is entitled to treat that communication as an appearance.

The purpose of the rules of service is to ensure that the party and its counsel receive notice sufficient to allow participation. Once counsel communicates directly with the tribunal in a representative capacity, the tribunal is justified in treating counsel as the proper recipient of subsequent notices. The July 19 letter therefore provided the Hearing Officer with a reasonable basis to conclude that the Bank had appeared through counsel; we hold that the firm's acknowledgment of receipt was enough to show that it was functioning as the appellant's legal representative.

Having established that the appellant was fully represented by counsel, we now move to determine whether proper service was done on the appellant as per the anticipation of the law.

The appellant has argued that had it been informed of the notices of assignment issued, it would have responded appropriately and submitted its defense but for the improper service of the ministerial officer it could not have appeared to properly defend itself and therefore was not afforded due process; therefore, the judgment against it must be reversed.

To verify whether this argument is substantive or not, we must go through the records to verify the ministerial officer's returns.

The records reveal that the first notice of assignment served on the appellant was served on July 13, 2021, and according to the sheriff's returns, the notice of assignment was served on one Madam Nedia G. Lablah, who according to the Sheriff's returns is an office staff of the appellant.

Right after this service, the appellant through its counsel made it clear from the letter written the Hearing Officer on July 19, 2021, by the Law Offices of Zoe & Associates that it had a retained counsel who was clearly representing it in the matter as already mentioned herein.

However, the records show that the next assignment according to the sheriff's returns was served on July 21, 2021, again on the same Madam Nedia Lablah; again another notice of assignment was issued by the Ministry of Labor on September 6, 2021, and the returns shows it was served on the appellant's management Managing Director; again another notice of assignment was issued and served again on the appellant's management office staff Madam Nedia G. Lablah on November 9, 2021.

So, it is clear from the facts in the records that all the notices that were served was served on the appellant's management and not the appellant's counsel, even after the appellant's counsel appeared through a written notice to the Ministry of Labor and informed the Hearing Officer that it was the appellant's counsel.

Civil Procedure Law Rev. Code 1.8:3., provides the following: "*except as otherwise required by law or order of court, papers required to be served upon a party in a pending action shall be served upon his* ***attorney*** [EMPHASIS OURS]. Under this same chapter of the Civil Procedure Law, sub-section (4) provides that: *"if a party has not appeared by attorney or his attorney cannot be served, service shall be upon the party himself.*

We have already established that the appellant was represented by counsel; therefore, every notice of assignment should have been served on the appellant's counsel and not on the appellant management or any staff of the appellant. Our Civil Procedure Law cited above is clear that once a party has appeared through counsel, all papers must be served upon the counsel except where the attorney cannot be found to be served, then service shall be upon the party himself. It is clear that the appellant's counsel was available and could be found as the ministerial officer returns did not say that the appellant's counsel could not be found or that he was unavailable but the returns consistently showed that the precepts were served on the appellant's management even after the appellant legal counsel had formally appeared through a written letter.

We acknowledge and affirm that the failure of a party, upon service of process, to appear, file or proceed to trial, is a ground for a default judgment against the defaulting party. Civil Procedure Law Rev. Code 1:42.1; however, the facts and circumstances prevailing herein preclude this section of our law from being applied and as stated above all papers in a matter must be served upon counsel unless an exception applies.

This provision of the law reflects the fundamental procedural principle that, once counsel has entered the matter, the attorney becomes the legally recognized agent or conduit for notice through service of precepts; therefore, service of precepts upon the party becomes the exception, not the rule. The record shows that counsel for the Bank communicated directly with the Hearing Officer, acknowledged receipt of the initial Notice of Assignment, and expressly requested adjournment "to adequately represent the Bank." This communication constituted notice of representation under Liberian practice. Once counsel had appeared, the statutory mandate of Subsection 8.3(4) attached, requiring that all subsequent notices be served upon counsel unless an exception applied. The repeated service of assignments upon the appellant's management through its office staff rather than upon counsel, violated the statute and undermined the procedural integrity of the proceedings.

This Court has consistently held that default judgment is a drastic remedy and may not stand where the default is occasioned by improper or irregular service. In *Kromah v. Williams*, 41 LLR 12 (2002), we reaffirmed that "default may not be entered where the failure to appear is occasioned by improper or irregular service." Likewise, in *Ezzedine v. Saif*, 33 LLR 21 (1985), we emphasized that procedural rights may not be deemed waived unless the party knowingly and intentionally relinquishes them. A party cannot be said to have waived its right to appear where counsel was never properly served.

It is the law in our jurisdiction that "a corporation is not a natural person, and therefore service of process is required to be made on an officer or managing or general agent of the defendant corporation or upon any other person authorized by appointment or by statute to receive service of process. *Shannon v Bull* [1984] LRSC 4; 31 LLR 726.

Also, it is the law that no amount of communications exchanged between party litigants will constitute service of process. This Court speaking through Mr. Justice Smallwood has held: "All court officers empowered to serve precepts must always serve such document on the person authorized to receive a process, otherwise, service will not be considered proper." *National Port Authority Vs. Tarr, 37 LLR 449, 453 (1994); Liberia Industries Corporation Versus Thorpe, 31 LLR 714, 724 (1984).*

Where the officer or agent upon whom service of process in an action against a corporation may be made is specified in the statute or rule of practice, service must be made upon that identical officer or agent, otherwise the service is defective. For the purpose of receiving such service and being bound by it, the corporation is identified with such agent or officer. The power to receive and act on such service, so far as to make it known to the corporation, it is thus vested in such officer or agent. 19Am. Jur. 2d. Section 2194 page 105-106.

The fact that a law office filed a written response on behalf of the appellant on the firm's letter head with the firm's address and phone number, alerting the hearing officer that the appellant was being represented by the said law offices; therefore, every precept should have been served on the said law offices because where a party has appeared by or is represented by an attorney, the law recognizes counsel as the party's legal representative and the proper channel for all communications from the court or tribunal. This ensures that notices, assignments, and rulings reach someone trained to understand their legal significance and to take timely, appropriate steps in response. Once counsel has entered the matter, continuing to serve precepts on the party instead of counsel introduces a substantial risk that notices will be misunderstood, mislaid, or ignored, thereby undermining the party's right to be heard; once counsel is available, continued service on the party alone can amount to a constructive denial of the right to representation. The right to counsel is not merely the right to have a lawyer present; it is the right to have that lawyer informed of all proceedings so he or she can act. If precepts are served on the party but not on counsel, the party's lawyer is effectively excluded from the process, and any subsequent default or adverse ruling may rest on a foundation of defective notice.

The failure to have the appellant served through its counsel thereby not notifying it about the said precepts and rendering a default judgment against the appellant violated appellant's right to due process. Due process of law in our jurisdiction is a law which hears before it condemns; which proceeds upon enquiry, and renders judgment only after trial. *United Logging Company v. Mathies and George,* 41 LLR 395 (2003). It is the law that the strict and rigid application of procedural rules is quintessential to equity and justice, as procedural rules are the handmaids of due process. *His Hon. Holder et al. v. Sirleaf-Hage et al.,* Supreme Court Opinion, October Term, 2013.

Accordingly, the Bank's failure to appear at subsequent hearings cannot be treated as a voluntary abandonment of its rights and certainly cannot be made to bear the brunt of a default judgment when it was not properly notified to have its day in court to defend itself and be given due process. Due process is the law that mandates the opportunity to be heard before being adjudged guilty, civilly or criminally. John et. al v. Kaidii, 41 LLR 277,279 (2002); CDC et. al v. NEC et al., Supreme Court Opinion, October Term 2014.

It is our considered opinion that the appellant was not properly served or notified and therefore could not have reasonably appeared to respond to the allegations against it by the appellee which essentially denied the appellant of its Constitutional rights to due process; therefore, the appellant cannot be bound by the judgment emanating therefrom and we so hold.

We having determined that the service of the various notices of assignment was improper, we need not delve into whatever other arguments that were subsequently raised by the parties as this case must be remanded in the interest of justice and fairness.

WHEREFORE AND IN VIEW OF THE FOREGOING, the final ruling of the National Labor Court confirming the ruling of the Hearing Officer of the Ministry of Labor is hereby reversed and the case remanded to the lower court for a new trial. The Clerk of this Court is ordered to send a Mandate to the court below, commanding the judge presiding therein to resume jurisdiction and give effect to this Judgment. IT IS HEREBY SO ORDERED.

WHEN THIS CASE WAS CALLED FOR HEARING, COUNSELLOR LORPU ZAWU (IN HOUSE LEGAL COUNSEL) APPEARED FOR THE APPELLANT. COUNSELLOR DENISE S. SOKAN APPEARED FOR THE APPELLEE.

Remanded.