

# Are Company Directors Employees? An Analysis of the Status of Company Directors Under Nigerian Law

Gogo George Otuturu

Professor of Commercial and Industrial Law, Faculty of Law  
Niger Delta University, Wilberforce Island, Bayelsa State, Nigeria

Abdullahi Yusuf Abdullahi

Senior Lecturer and Head, Departmental of Commercial and Industrial Law  
Faculty of Law, Niger Delta University, Wilberforce Island, Bayelsa State, Nigeria  
Corresponding author; e-mail: [abdullahi@ndu.edu.ng](mailto:abdullahi@ndu.edu.ng)

## Abstract

The legal status of company directors under Nigerian law presents a doctrinal tension between company law, which conceptualizes directors as fiduciaries and organs of corporate governance, and employment law, which is designed to protect persons working under contracts of service. This tension becomes particularly acute where executive and managing directors seek to enforce employment rights following removal or termination. Nigerian courts, especially the National Industrial Court of Nigeria (NICN), have increasingly been required to resolve disputes arising from this overlap. Anchored on the dual capacity theory and the contractarian theory of employment, this paper examines the status of company directors as employees under Nigerian law, analyzing statutory provisions, appellate decisions, and recent NICN decisions. A comparative analysis with the United Kingdom and South Africa is undertaken to contextualize Nigerian jurisprudence. The paper argues that Nigerian law adopts a functional and fact-based approach: directors are not employees by virtue of their office, but may assume employee status where a distinct contract of employment exists and the indicia of employment are satisfied. It concludes that while the appellate courts have been consistent, the stance of the NICN on borderline cases may compound the issue. It suggests statutory reform to harmonize company law and labour law principles on the status of company directors in Nigeria.

**Keywords:** Contractarian; Dual Capacity; Director; Employee; Managing Director

**DOI:** 10.7176/JLPG/151-02

**Publication date:** March 28<sup>th</sup> 2026

## 1.0 Introduction

The question whether a company director is also an employee under Nigerian law has long generated doctrinal and practical controversy. Directors occupy a unique position in corporate structures: they are entrusted with managerial authority and fiduciary responsibility, yet many directors, particularly executive and managing directors, perform operational roles traditionally associated with employees.<sup>1</sup> This dual status raises fundamental questions concerning employment protection, termination procedures, entitlement to benefits, pension right and the jurisdiction of courts.<sup>2</sup>

Under Nigerian law, company directors are traditionally regulated by the Companies and Allied Matters Act,<sup>3</sup> while employees are regulated by the common law, the Labour Act<sup>4</sup> and other employment legislation.<sup>5</sup> The absence of explicit statutory guidance on the interface between these two regimes has left courts, particularly the National Industrial Court of Nigeria (NICN), to develop guiding principles through judicial interpretation. Recent NICN decisions demonstrate a growing willingness to recognize employment rights for directors and to develop new principles for borderline cases.

This paper examines the status of company directors as employees under Nigerian law. It analyzes the conceptual framework, theoretical framework, statutory framework and judicial authorities. It also situates

<sup>1</sup> See EA Okojie and AO Enabulele, 'Procedures for the Removal of Managing Director in Nigeria: Any Need for Duality of Approach under the Companies and Allied Matters Act?' [2015] 8(3) *Journal of Politics and Law* 14-22.

<sup>2</sup> See KO Ogbe and GO Ivhador, 'The Jurisdiction of the National Industrial Court of Nigeria on Matters Relating to the employment of a Company's Director under CAMA' [ ] 10 *UI Law Journal* 1-28.

<sup>3</sup> Companies and Allied Matters Act 2020 (hereinafter simply referred to as "CAMA 2020")

<sup>4</sup> Labour Act, Cap L1, Laws of the Federation of Nigeria, 2004.

<sup>5</sup> See, for example, Employee Compensation Act 2010 and Pension Reform Act 2014.

Nigerian corporate and labour law within a comparative perspective. It proposes reforms aimed at doctrinal coherence and legal certainty.

## 2.0 Conceptual Framework

### 2.1 Directors under Nigerian Company Law

CAMA 2020 defines directors as ‘persons duly appointed by the company to direct and manage the business of the company.’<sup>1</sup> The term includes ‘any person occupying the position of director by whatever name called; and includes any person in accordance with whose directions or instructions the directors of the company are accustomed to act.’<sup>2</sup>

The phrase ‘by whatever name called’ includes all classifications of directors such as executive director, non-executive director, independent non-executive director, managing director, etc. For the purpose of their removal under CAMA 2020,<sup>3</sup> all directors, whether executive or non-executive, are the same as long as they are engaged to direct and manage the business of the company.<sup>4</sup>

Directors are fiduciaries and agents of the company and owe duties of loyalty, care, skill, and good faith.<sup>5</sup> Generally, their position is one of control and governance rather than subordination. Nigerian courts have consistently held that appointment as a director does not, by itself, create a contract of employment. In *Yalaju-Amaye v Associated Registered Engineering Contractors Ltd*<sup>6</sup> the Supreme Court emphasized that directors of a company are trustees, agents and fiduciaries of the company. It is therefore a drastic oversimplification to simply equate the position of a managing director to that of a servant.<sup>7</sup>

### 2.2 Employees under Nigerian Labour Law

The Labour Act defines a worker as a person who works under a contract with an employer, whether the contract is for manual labour or clerical work, but it does not include persons exercising administrative, executive, technical or professional functions as public officers or otherwise.<sup>8</sup>

Despite this statutory limitation, Nigerian courts have adopted a common law approach that focuses on the factual existence of a contract of service and the nature of the relationship rather than the title of the individual.<sup>9</sup> This is consistent with ILO jurisprudence which emphasizes the principle of primacy of facts.<sup>10</sup> This principle emphasizes that the existence of an employment relationship should be guided by the facts of what was actually agreed and performed by the parties and not by the name they have given the contract.<sup>11</sup>

Thus, the question whether a director is an employee of the company will depend on the facts of each case. It will depend on whether the director, apart from his appointment as director, also has a contract of employment or service contract with the company. CAMA 2020 recognizes this dual capacity of directors.<sup>12</sup>

In *Iwuchukwu v Nwizu & Anor*<sup>13</sup> the appellant was appointed as special Assistant to the 1<sup>st</sup> respondent who was the General Manager of the 2<sup>nd</sup> respondent. His employment was determinable by three months’ notice or payment in lieu of notice. He was subsequently appointed as a member of the Board of Directors of the 2<sup>nd</sup> respondent. He was further appointed as the Managing Director of the 2<sup>nd</sup> respondent. He was subsequently appointed as Director of a subsidiary company.

The company terminated the appointment of the appellant as both Director and Managing Director and redeployed him as Manager in a subsidiary company. The company also terminated his appointment as Special Assistant by giving him three months’ salary in lieu of notice. The Supreme Court held that it is his appointment

<sup>1</sup> CAMA, s 269(1).

<sup>2</sup> CAMA, s 868(1).

<sup>3</sup> *Ibid*, s 266(1).

<sup>4</sup> *Longe v First Bank of Nigeria Plc* [2010] 6 NWLR (Pt. 1189) 1, 44 SC.

<sup>5</sup> *Ibid*, ss 305-308.

<sup>6</sup> [1990] 4 NWLR (Pt 145) 422 (SC).

<sup>7</sup> *Ibid* 463-464 (Nnaemeka-Agu, JSC).

<sup>8</sup> Labour Act, Cap L1, Laws of the Federation of Nigeria, 2004 (hereinafter simply referred to as “LA”), s 91(1).

<sup>9</sup> *Shena Security Co. Ltd v Afropak (Nig.) Ltd* [2008] 18 NWLR (Pt. 1118) 77.

<sup>10</sup> ILO, *Scope of the Employment Relationship* (ILO 2003) 23.

<sup>11</sup> See INE Worugji, *Modern Labour Law in Nigeria* (Malthouse Law Books 2021) 31.

<sup>12</sup> CAMA, s 288(6).

<sup>13</sup> [1994] 7 NWLR (Pt. 357) 379 SC.

as Special Assistant to the Managing Director that can be lawfully terminated by three months' notice or payment in lieu of notice. However, removal from office as director demands a different procedure which involves calling of a general meeting and the passing of an ordinary resolution removing the appellant.<sup>1</sup>

### **3.0 Theoretical Framework**

#### **3.1 Dual Capacity Theory**

The dual capacity theory recognizes that an individual may simultaneously hold two legally distinct relationships with the same entity.<sup>2</sup> In corporate law, this means that a person may hold the office of director while also entering into a contract of employment with the company. The director's fiduciary obligations arise from statute and corporate governance norms, while the employment relationship arises from contract and labour law.

This theory was firmly established in *Lee v Lee's Air Farming Ltd (supra)*, where the Privy Council held that a controlling shareholder and director could nonetheless be an employee under a valid contract of service. Nigerian courts have increasingly adopted this approach, particularly in NICN decisions involving executive directors.

#### **3.2 Contractarian Theory**

The contractarian theory of employment posits that employment status is determined by the existence and substance of a contract of service rather than by formal titles or offices. Under this theory, the court focuses on a number of factors such as the intention of the parties, remuneration, mutual obligations, degree of control, and integration into the organization.<sup>3</sup> These factors correspond with the various tests normally employed by the courts in Nigeria to ascertain the existence of a contract of employment such as the control test, the organization or integration test, the mutuality of obligation test and multiple or economic reality test.<sup>4</sup>

In *Shena Security Co. Ltd v Afropak (Nig) Ltd*<sup>5</sup> the Supreme Court emphasized that the determination of employment status depends on the totality of the relationship between the parties. The National Industrial Court's reliance on letters of employment and service agreements in director-related disputes is an attestation of the relevance of the contractarian theory.

### **4.0 Statutory Framework**

#### **4.1 Statutory Framework under CAMA 2020**

CAMA regulates the appointment, removal, duties and remuneration of directors.<sup>6</sup> Although it does not classify directors as employees, it recognizes that directors may receive remuneration and enter into service agreements.<sup>7</sup> CAMA further allows the board to appoint one of its members as Managing Director,<sup>8</sup> reinforcing the possibility of an executive director playing dual roles as managing director and employee of the company.

CAMA 2020 defines a director broadly as "any person occupying the position of director, by whatever name called."<sup>9</sup> The Act does not describe directors as employees. This reinforces the orthodox principle that directorship alone does not constitute employment.

CAMA 2020 empowers the board to appoint a managing director from among its members.<sup>10</sup> While the Act is silent on employment status of a director, the managing director's operational role, often involving full-time service and subjection to board control, creates fertile ground for employment characterization.

---

<sup>1</sup> Ibid 404.

<sup>2</sup> *Lee v Lee's Air Farming Ltd* [1961] AC 12 (PC).

<sup>3</sup> See generally Robert Flannigan, 'The Employee Status of Directors' [2014] 25 *King's Law Journal* 370-393; David Gibbs-Kneller, David Gindis and Derek Whayman, 'Not by Contract Alone: The Contractarian Theory of the Corporation and the Paradox of Implied Terms' [2022] *European Business Organization Law Review* 1-29.

<sup>4</sup> See generally CK Agomo, *Nigerian Employment and Labour Relations Law and Practice* (Concept Publications Ltd 2011) 61-63; GG Otuturu, 'When is a Worker an Employee? An Analysis of the Categories of Workers under Nigerian Law' [2021] 1(2) *Journal of Law and Policy* 1-14.

<sup>5</sup> [2008] 18 NWLR (Pt 1118) 77 (SC).

<sup>6</sup> Ibid, ss 88-92.

<sup>7</sup> Ibid, s 288.

<sup>8</sup> Ibid, s 88.

<sup>9</sup> Ibid, s 244.

<sup>10</sup> Ibid, s 273.

CAMA 2020 expressly recognizes that directors may enter into service contracts with the company.<sup>1</sup> This provision is doctrinally significant, as it statutorily acknowledges the possibility of directors functioning as employees. It also imposes governance safeguards, such as shareholder approval for long-term contracts, reflecting a balance between labour protection and corporate accountability.

CAMA 2020 permits removal of directors by ordinary resolution but preserves contractual remedies for breach of service agreements.<sup>2</sup> This separation of corporate power from employment liability is central to Nigerian jurisprudence and mirrors common law orthodoxy. It supports the dual capacity theory that a director can function in a dual capacity both as director and employee.

#### **4.2 Statutory Framework under Labour Legislation**

The Labour Act has limited application to senior executives. Apart from provisions protecting women,<sup>3</sup> the Act does not apply to persons in the executive, administrative, professional and technical cadres.<sup>4</sup> However, other statutes on labour matters adopt broader definitions of employee.

Under the Employees' Compensation Act,<sup>5</sup> an employee is defined as a person employed by an employer under oral or written contract of employment whether on a continuous, part-time, temporary, apprenticeship or casual basis and includes a domestic servant who is not a member of the family of the employer. It also includes any person employed in the Federal, State and Local Government and any of the government agencies and in the formal and informal sectors of the economy.<sup>6</sup>

Under the Pension Reform Act,<sup>7</sup> an employee is defined as any person employed in the service of the Federation, the Federal Capital Territory, a Government of a State of Nigeria, local government council or private company or organization or firm.<sup>8</sup> It invariably includes any person employed in a government agency, whether Federal, State or Local Government. These statutes potentially apply to directors who can establish employment status in fact.

### **5.0 Judicial Approaches in Nigeria**

#### **5.1 Supreme Court Jurisprudence**

The Supreme Court has repeatedly affirmed that directors are not employees merely by virtue of their office. In *Longe v First Bank of Nigeria Plc*<sup>9</sup> the Supreme Court held that the relationship between a bank and its managing director is primarily governed by company law and the company's articles, not ordinary employment law.

In that case, the appellant was the Managing Director and Chief Executive Officer of the respondent bank. He was suspended and later removed as MD/CEO by the bank's Board of Directors for approving a controversial loan. He argued that his removal was unlawful because he was not given notice of the board meeting as required by section 266 of CAMA 1990. The Supreme Court invalidated the removal for failure to comply with statutory provisions and reinstated the appellant. This case emphasized that the Managing Director is a director and not just an employee, and therefore entitled to statutory notice rights under CAMA before removal.

In *Yalaju-Amaye v Associated Registered Engineering Contractors Ltd*<sup>10</sup> the Supreme Court affirmed that a director is not a servant merely by virtue of his office, while recognizing that a managing director may be an employee under a contract of service. In *Olanrewaju v Afribank (Nig) Plc*<sup>11</sup> the Court of Appeal accepted that an executive director who had a contract of service could invoke employment remedies. Thus, the appellate courts recognize that a director may also be an employee where a separate contract of employment exists. In such a case, his employment will be subject to both corporate law and labour law.

---

<sup>1</sup> Ibid, s 283.

<sup>2</sup> Ibid, s 288.

<sup>3</sup> LA, ss 55-56.

<sup>4</sup> Ibid, s 91.

<sup>5</sup> Employees' Compensation Act 2010.

<sup>6</sup> Ibid, s 73.

<sup>7</sup> Pension Reform Act 2014.

<sup>8</sup> Ibid, s 120.

<sup>9</sup> [2010] 6 NWLR (Pt 1189) 1 (SC).

<sup>10</sup> [1990] 4 NWLR (Pt 145) 422 (SC).

<sup>11</sup> [2001] 13 NWLR (Pt 731) 691 (CA).

## 5.2 National Industrial Court Jurisprudence

In *Elias Igbinakenzua v First Aluminum Nigeria Plc*<sup>1</sup> the claimant was appointed Managing Director under a written contract of employment. The defendant argued that the contract was invalid due to the absence of a board resolution. The National Industrial Court rejected this argument, holding that a validly executed contract of employment is enforceable notwithstanding the absence of a board resolution, unless such resolution is statutorily required. The Court of Appeal subsequently affirmed this decision.<sup>2</sup>

In *Sogo v HEBN Publishers Plc*<sup>3</sup> the claimant was appointed by the defendant as Assistant Editor and was later promoted to the position of General Manager (Editorial) and Acting General Manager (Publishing). She was subsequently appointed as Managing Director/Chief Executive Officer of the defendant. Upon the purported termination of her appointment at a meeting of the Board of Directors, she instituted this action contending that the articles required that the MD/CEO can only be removed by a resolution of the company in general meeting. The National Industrial Court held, inter alia, that the purported removal of the claimant from office as MD/CEO of the defendant contrary to the memorandum and articles of association of the defendant and section 262(1) and (2) of the Companies and Allied Matters Act was unlawful, invalid, null and void and of no legal effect; and that the claimant remained the valid and legal Managing Director/Chief Executive Officer of the defendant until her appointment was lawfully and validly determined.

In *Dr Pius Apere v Linkage Assurance Plc*<sup>4</sup> the claimant was appointed as Managing Director of the defendant for a tenure of two terms of five years each. Based on an anonymous petition against the claimant, the defendant queried the claimant and he was subsequently suspended contrary to governance procedure stated in the defendant's Employee's Handbook, as the decision to suspend him was not reached after a regular meeting of the defendant's Board of Directors. Subsequently, the claimant's appointment as Managing Director was terminated.

The National Industrial Court held that the letter of termination issued to the claimant by the defendant only evidences the termination of his contract of employment as Managing Director, not removal as a director. By the claimant's failure to prove his status as a director, the claimant cannot be categorized as a director, to be subject to the removal procedure of a director stipulated in CAMA. The court stated that while it is possible for a director to also be a Managing Director, it is also possible for a Managing Director not to be a director, as shown in this case.<sup>5</sup>

This case shows that a person who is not a director of the company may be appointed as Managing Director under a contract of service. In such a case, he is simply an employee of the company and his employment and indeed his termination will be subject only to labour law principles and it is the National Industrial Court that will have jurisdiction to hear and determine the case. This was the fate of the claimant in this case. The court was emphatic that the claimant failed to prove that his employment was governed by CAMA or any other statute; or that his termination was in violation of any law or the Constitution.<sup>6</sup>

If, however, the claimant proved his status as a director and based his claim on his removal from office as a director of the company, his removal as a director will be subject to corporate law principles especially the provisions of CAMA and the company's articles of association and it is the Federal High Court that would have jurisdiction to hear the case.<sup>7</sup> The status of all non-executive directors falls within this category. The appointment of a non-executive director is anchored solely on the provisions of CAMA and the company's articles of association. In such cases, the NICN will decline jurisdiction to hear the case.<sup>8</sup>

It is the law that the claim determines the jurisdiction of the court.<sup>9</sup> However, problem may arise when the subject matter falls within the borderline cases, that is, matters which are alleged to be incidental to or connected with employment. In such cases, it is doubtful which court has jurisdiction to hear the case. When in such doubt,

<sup>1</sup> NICN/LA/317/2020, delivered on 14<sup>th</sup> May 2021 (Justice NCS Ogbuanya).

<sup>2</sup> *First Aluminum Nigeria Plc v Elias Igbinakenzua* (CA/LAG/CV/561/2021).

<sup>3</sup> NICN/IB/41/2018, delivered 12<sup>th</sup> March 2020.

<sup>4</sup> NICN/LA/92/2021, delivered on 19<sup>th</sup> July 2024 (Justice (Prof) Elizabeth Oji).

<sup>5</sup> *Ibid*, para. 34.

<sup>6</sup> *Ibid*, para. 56.

<sup>7</sup> See *Iwuchukwu v Nwizu & Anor* [1994] 7 NWLR (Pt. 357) 379 SC.

<sup>8</sup> *Omotsho & Ors v Akinwunmi & Ors* [Unreported] Suit No. NICN/LA/526/2018, delivered on 27<sup>th</sup> April 2020 (Justice IG Nweneke).

<sup>9</sup> *Emeka v Okadigbo & Ors* [2012] LPELR-9338 (SC).

the NICN has evolved a simple formula by way of question and answer to determine the court with jurisdiction. In *Oyebanji Julius Odeniyi & Ors v Shell Petroleum Development Company of Nigeria Limited*<sup>1</sup> Justice Kanyip put the question and answer as follows:

[W]hat legal rules would apply in resolving the issue at hand? If it is labour or employment law rules, then the [NICN] would assume jurisdiction, but if it is some other rule of law, then most probably the [NICN] would have no jurisdiction.<sup>2</sup>

It appears that the appointment of a director pursuant to the provisions of CAMA and the company's articles of association clothes the director with statutory protection. If so, the appointment of a director may be viewed as a contract of employment with statutory flavour. CAMA prescribes removal procedure for the protection of directors.<sup>3</sup>

Thus, in *Grilo v Learn Africa Plc & Ors*<sup>4</sup> the claimant was the Director of Finance and Operations and at the same time the Acting Managing Director/Chief Executive Officer of the 1<sup>st</sup> defendant. He was validly elected by the Board of Director as the Director of Finance and Operations in accordance with the provisions of CAMA. The Board of Directors later removed the claimant from office both as the Director of Finance and Operations and as the Acting Managing Director/Chief Executive Officer of 1<sup>st</sup> defendant. He instituted this action claiming, inter alia, a declaration that the purported dismissal of the claimant from the aforementioned office by the Board of Directors of the 1<sup>st</sup> defendant at the instigation of the 2<sup>nd</sup> and 3<sup>rd</sup> defendants is wrongful and violates the claimant's right to fair hearing under the Constitution and is wrongful for failure to comply with the procedure stipulated under section 262 of CAMA. The case was originally instituted at the FHC but was later transferred to the NICN.

The National Industrial Court held that all the steps taken by the Board of Directors were clear violation of the statutory provisions of the Companies and Allied Matters Act on the removal of Directors. On the status of the employment of the claimant as a director, the court said:

Indeed, the intervention of [the Companies and Allied Matters Act] completely took the employment of the claimant outside the realm of master/servant relationship .... CAMA clothes the employment of the claimant with some form of statutory protection.<sup>5</sup>

## 6.0 Comparative Perspective

### 6.1 United Kingdom

English law has long recognized the possibility of dual capacity. In *Lee v Lee's Air Farming Ltd*<sup>6</sup> the Privy Council held that a director could also be an employee under a contract of service. English courts adopt a functional approach focusing on mutual obligations and contractual intention. This approach has significantly influenced Nigerian jurisprudence.

### 6.2 South Africa

South African law offers a clearer statutory framework. The Labour Relations Act 1995 defines an employee broadly as any person who works for another and receives remuneration.<sup>7</sup> Based on this statutory definition of an employee, South African courts have consistently held that directors may also be employees where a contract of employment exists.

In *Kylie v CCMA*<sup>8</sup> the Labour Appeal Court emphasized that employee status depends on substance rather than form. In *State Information Technology Agency (Pty) Ltd v CCMA*<sup>9</sup> the court held that a managing director with a service contract qualified as an employee for labour law purposes.

## 7.0 Critical Evaluation and Implications

<sup>1</sup> Suit No. NICN/LA/648/2013.

<sup>2</sup> Quoted in *Godson Ikechukwu Nkume v First Bank of Nigeria Limited* (Unreported) Suit No. NICN/LA/553/2018, delivered on 5<sup>th</sup> March 2020 (Justice IG Nweneka) para 30.

<sup>3</sup> See CAMA, s 288 on the removal of a director.

<sup>4</sup> Suit No. NICN/LA/240/2016, delivered on 12 December 2019 (Justice JD Peters).

<sup>5</sup> Ibid

<sup>6</sup> [1961] AC 12 (PC).

<sup>7</sup> Labour Relations Act 1995, s 213.

<sup>8</sup> [2010] 31 ILJ 1600 (LAC).

<sup>9</sup> [2008] 29 ILJ 2234 (LAC).

NICN jurisprudence reflects a pragmatic balance between corporate governance and labour protection. However, reliance on judicial interpretation alone creates uncertainty, particularly for executive directors whose roles straddle governance and employment.

Nigeria can draw valuable lessons from South Africa's integration of company law and labour law. The definition of employee under the South African Labour Relations Act 1995 is broad enough to include a director who works for a company and receives remuneration.

### 8.0 Suggestions for reform

It is against the backdrop of the comparative analysis that this paper makes the following suggestions for reform of the law to ensure certainty and coherent development of the dual capacity doctrine in Nigeria:

- (1) Statutory recognition of the dual capacity doctrine through an amendment of the definition of director under Companies and Allied Matters Act or the definition of worker or employee under the Labour Act.
- (2) Clear legislative guidelines for executive directors' employment contracts by way of regulations made by the Minister of Trade and Industry under the Companies and Allied Matters Act or regulations made by the Minister of Labour, Employment and Productivity.
- (3) Harmonization of company law and labour law principles, drawing from South African experience.

### 9.0 Conclusion

Under Nigerian law, company directors are not regarded as employees merely by virtue of their office.<sup>1</sup> However, where a director enters into a distinct contract of employment and satisfies the incidents of employment, Nigerian courts,<sup>2</sup> particularly the NICN,<sup>3</sup> would be prepared to recognize such a director with employee status. Comparative analysis confirms that this approach aligns with modern trends in corporate law and labour law. However, legislative reform remains essential to enhance certainty in this area of the law.

Ultimately, the question is not whether directors are employees, but when the courts will regard directors as employees. The appellate courts have been consistent in the development of a coherent industrial jurisprudence for the resolution of this question. At the risk of repetition, where a director enters into a distinct contract of employment with the company, the appellate courts are prepared to recognize employee status.<sup>4</sup>

However, without legislative intervention to harmonize corporate law and labour law principles, the problem arising from the so-called borderline cases may be compounded. The stance of the NICN that CAMA clothes the employment of a director with some form of statutory protection may translate the appointment of a director into a contract of employment with statutory flavour, thus clothing the NICN with exclusive jurisdiction over the removal of any director from office whether the director, in addition to his appointment as director, also has a contract of employment with the company or not.<sup>5</sup>

<sup>1</sup> *Longe v First Bank of Nigeria Plc* [2010] 6 NWLR (Pt 1189) 1 (SC).

<sup>2</sup> *Yalaju-Amaye v Associated Registered Engineering Contractors Ltd* [1990] 4 NWLR (Pt 145) 422 (SC).

<sup>3</sup> *Elias Igbinakenzua v First Aluminum Nigeria Plc* (Unreported) Suit No. NICN/LA/317/2020; *Sogo v HEBN Publishers Plc* (Unreported) Suit No. NICN/IB/41/2018; *Dr Pius Apere v Linkage Assurance Plc* (Unreported) Suit No. NICN/LA/92/2021; *Godson Ikechukwu Nkume v First Bank of Nigeria Limited* (Unreported) Suit No. NICN/LA/553/2018, delivered on 5<sup>th</sup> March 2020.

<sup>4</sup> *Yalaju-Amaye v Associated Registered Engineering Contractors Ltd* [1990] 4 NWLR (Pt 145) 422 (SC).

<sup>5</sup> See *Grilo v Learn Africa Plc & Ors* (Unreported) Suit No. NICN/LA/240/2016, delivered on 12 December 2019 (Justice JD Peters).