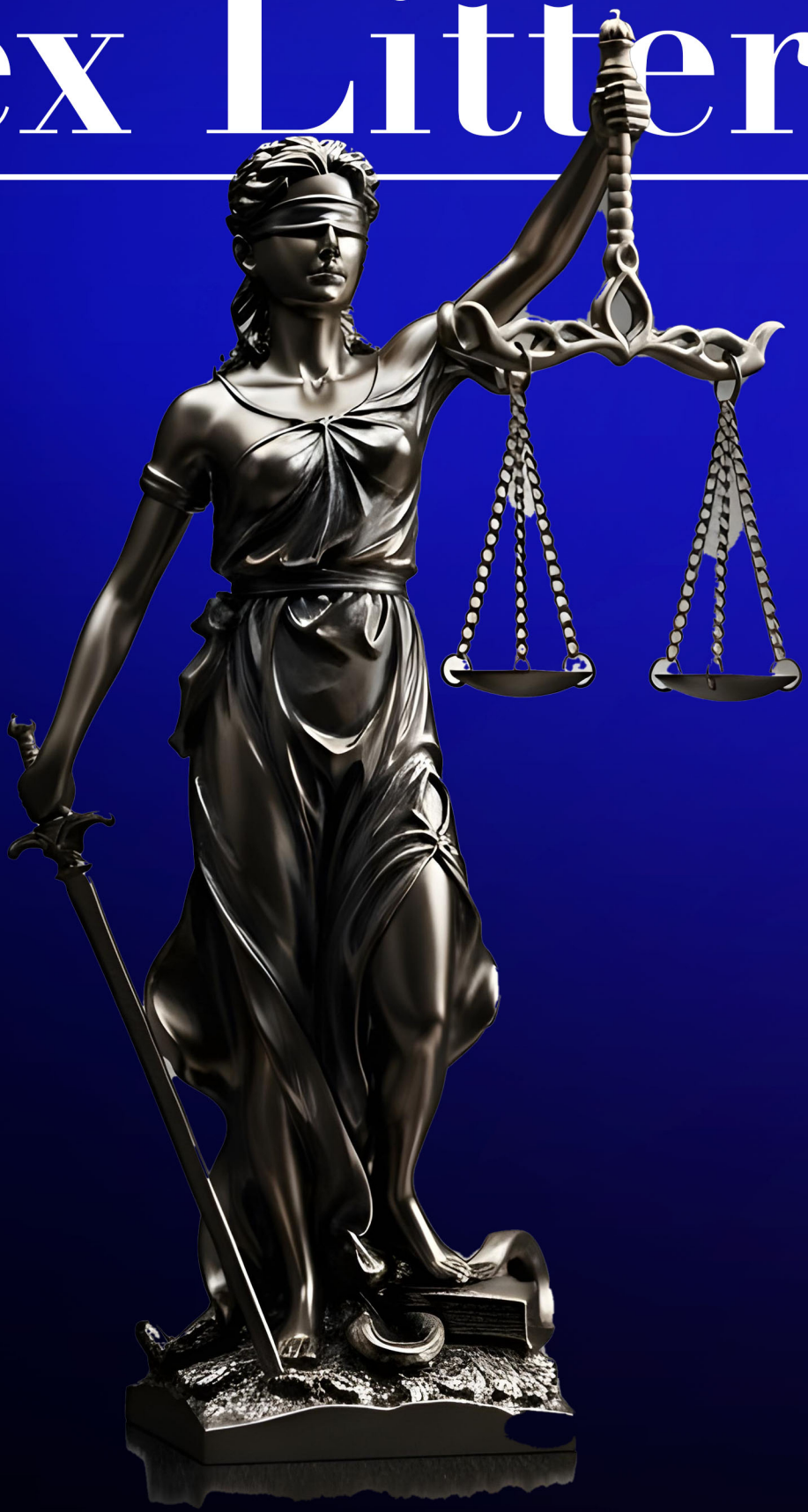
COMPOS MENTIS
LEGAL PRACTITIONERS

Lex Littera



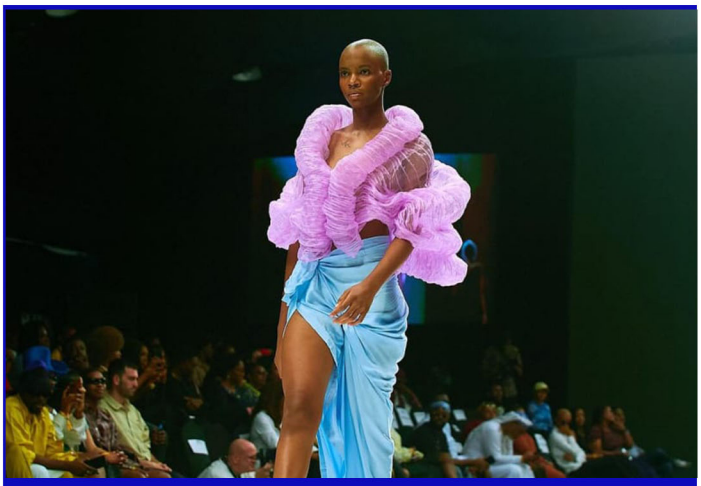
CORPORATE SOCIAL RESPONSIBILITY: LEGAL OBLIGATIONS FOR NIGERIAN FASHION BRANDS

Nchedochukwu Chidolue Esq.

Corporate Social Responsibility (CSR) is increasingly gaining prominence in Nigeria. While there isn't a single comprehensive law mandating all aspects of it for every sector, certain legal obligations and expectations exist for businesses, including fashion brands. These obligations stem from a combination of statutes and evolving corporate governance principles. Corporate Social Responsibility (CSR) has evolved from a voluntary philanthropic effort into a structured legal obligation under Nigerian law. For Nigerian fashion brands, understanding and complying with these CSR obligations is not just a matter of public image but a legal necessity.

The Companies and Allied Matters Act (CAMA) 2020 is the primary legislation governing companies in Nigeria. While it doesn't explicitly mandate CSR in a broad sense, it contains relevant provisions concerning CSR. **Section 43** of the Act grants companies the power of a natural person, including the ability to make donations for charitable purposes, provided it's not for political purposes and is within the company's objectives as stated in its memorandum. On the other hand, **Section 43(3)** of CAMA 2020 requires companies to include a statement in their annual reports describing the utilisation of donations made. This promotes transparency regarding any CSR-related philanthropic activities.

In the labour context, CSR is largely embedded in **Nigeria's Labour Act of 2004**, which sets the minimum standards for fair labour practices. **Section 7(1)** of the Act requires that an employer provide the employee with a written contract within three months of employment, an obligation many informal fashion brands fail to meet. Also, **Section 17(1)** of the same Act mandates that employers must provide "a safe system of work" and proper working conditions. In an industry notorious for poor working conditions, especially among tailors, merchandisers, and retail assistants, compliance with this provision is not just legal, it's a moral obligation under CSR. **The Factories Act of 2004**, particularly **Section 13**, also imposes duties on employers concerning the cleanliness and ventilation of workspaces, particularly relevant for fashion houses operating sewing studios and dyeing facilities.



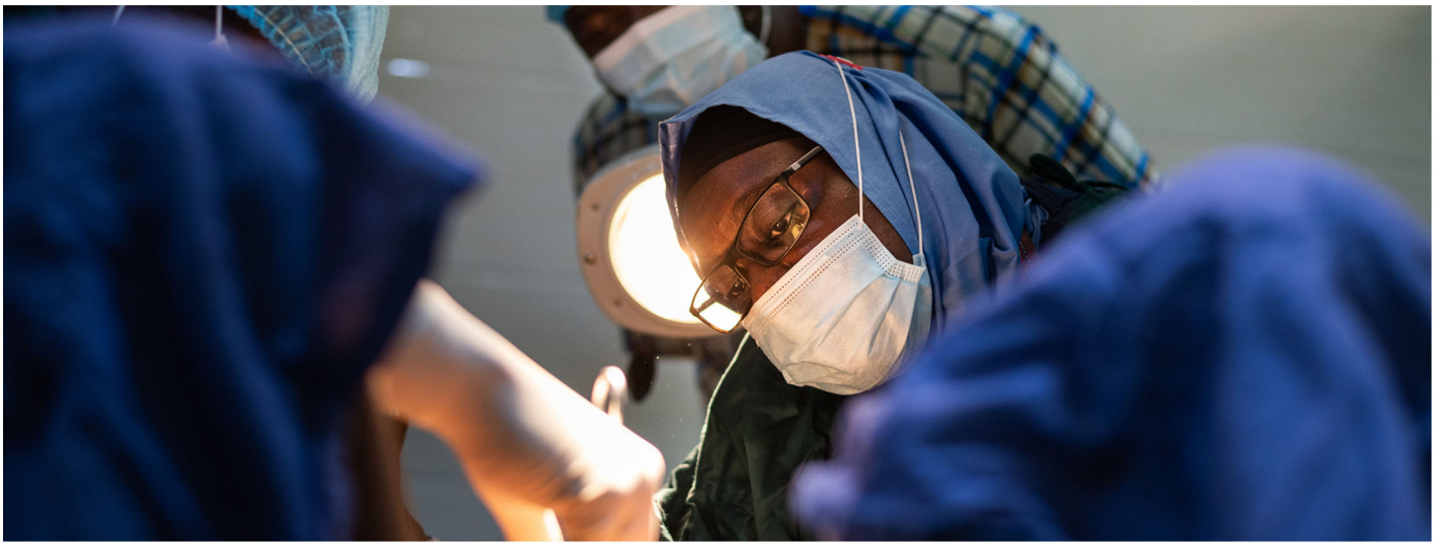
Recommendations

Seeing that CSR is gradually becoming a necessity in Nigeria, I recommend that fashion brands imbibe the following into their day-to-day business operations:
Integrate ethical and sustainable considerations into their core business operations.
Set up a CSR Compliance Unit by establishing a small team or designating a compliance officer to monitor environmental impact, ethical sourcing, and community engagement.
Be transparent and accountable to their stakeholders, including consumers, employees, communities, and investors.
Improve labour practices by providing fair wages, safe work environments, and complying with workplace health standards.
Community Engagement: Brands should partner with local communities to offer skill acquisition programs or promote locally sourced materials. This not only meets CAMA's stakeholder obligations but also builds brand loyalty.

Conclusion

The legal landscape around CSR is evolving globally and in Nigeria. While a comprehensive mandatory CSR law doesn't exist for all sectors, the trend is towards greater accountability and responsibility for businesses regarding their social and environmental impact. The principles embedded in CAMA 2020, alongside sector-specific regulations and increasing societal expectations, are shaping the obligations of Nigerian fashion brands. While Nigerian fashion brands may not be subject to a single all-encompassing CSR law, they have legal obligations relating to environmental protection, labour standards, and consumer rights. Furthermore, with societal expectations for ethical and sustainable practices, a robust CSR approach is not just a matter of good ethics but also increasingly a factor in long-term legal compliance and business success in Nigeria.

EMERGENCY MEDICAL TREATMENT IN NIGERIA: LEGAL RIGHTS AND REALITIES UNDER THE NATIONAL HEALTH ACT



Obruche koski

A medical emergency is a medical condition that requires immediate medical attention to prevent permanent disability or death. According to Cleveland Clinic, conditions that count as medical emergencies include appendicitis, heart attack, trauma, injuries or wounds, sepsis, obstetric emergencies, asthma attacks, poisoning, strokes, irregular heartbeats, and so on.

However, despite the critical and time-sensitive nature of medical emergencies, prompt response is often hindered by distance and procedural bottlenecks, especially the payment of deposits. This is particularly precarious for patients who reside in remote areas, lack health insurance, and/or cannot afford the required deposit.

In recognition of the foregoing challenges, the provisions of the National Health Act 2014 (NHA), which safeguards the interests of patients whose conditions require immediate medical attention, should be commended. According to section 20(1) of NHA, a healthcare provider, worker, or health establishment shall not refuse a person emergency medical treatment for any reason. Section 20(2) of the NHA also criminalises refusal to provide emergency treatment with a fine of ₦100,000 or imprisonment for a period not exceeding six months or both.

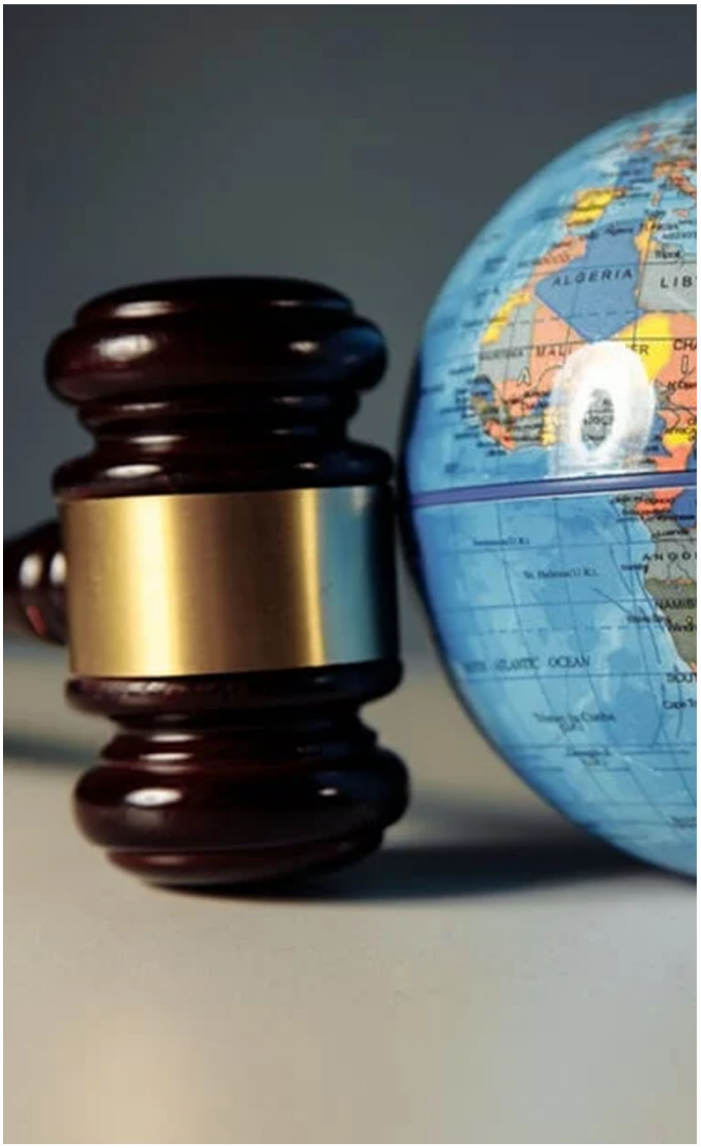
These provisions indicate that no healthcare provider, worker, or establishment in Nigeria, whether public or private, is permitted by law to withhold treatment from a patient in need of emergency medical treatment. However, the provisions are often violated, thereby causing avoidable disabilities and deaths. For example, it was recently widely reported that a pregnant woman died because a health facility refused to attend to her due to her husband's inability to raise the sum of N500,000 that was demanded as a deposit. Although the health facility has vehemently denied the allegation, such incidents are commonplace in Nigeria.

While healthcare providers face financial constraints, this does not absolve them of their legal duties, except where treatment or stabilisation of the patient is not feasible. To resolve the tension between legal obligations and resource constraints, stakeholders in the National Health System must explore existing funding mechanisms embedded in the NHA. The Basic Health Care Provision Fund (BHCPF), created under section 11 of the NHA, is a potent tool that can be employed to address this challenge effectively. According to section 11(3)(e) of the NHA, 5% of the BHCPF is reserved for emergency medical treatment.

Currently, it appears that the primary focus of the National Emergency Medical Treatment Committee – the Committee administering the emergency component of the BHCPF – is on reducing maternal mortality and emergency ambulance services. It is humbly suggested that the percentage of BHCPF for emergency treatment should be increased, and the dragnet expanded to secure payment for emergency treatments for all indigent patients. This is especially important as the NHA does not limit the range of emergency treatments the fund should cover.

In conclusion, the right to emergency treatment is recognised under Nigerian law. To ensure effective enforcement of the emergency provisions, stakeholders should leverage, among others, section 11(3)(e) of the NHA to address the legitimate concerns of healthcare providers on settling bills after treatment.

INTERNATIONAL ARBITRATION CLAUSE IN MARITIME CONTRACTS: HAS SECTION 20 OF THE ADMIRALTY JURISDICTION ACT OUSTED THE JURISDICTION OF FOREIGN ARBITRATORS IN MARITIME/ADMIRALTY CLAIMS IN NIGERIA?



Christian Ogbodo, Esq.

INTRODUCTION

Admiralty/maritime matters are within the exclusive jurisdiction of the Federal High Court. See **section 251(1) (g) of the 1999 Constitution (as amended) and section 1 of the Admiralty Jurisdiction Act**. In maritime transactions, parties are usually free in their agreement to choose a foreign forum as the seat of arbitration in the event of maritime disputes. Interestingly, whether section 20 of the Admiralty Jurisdiction Act has ousted the jurisdiction of foreign arbitrators to hear maritime claims/disputes is a convoluted issue.

WHAT IS A BILL OF LADING/ CHARTER-PARTY?

The term "bill of lading/ charter-party" is absent in the AJA and the Merchant Shipping Act 2007. In **VESSEL "LEONA II" LTD V. FIRST FUDS LTD (2002) 18 NWLR (PT. 756)**, the Supreme Court defined a bill of lading as a written document that outlines the terms and conditions in respect of shipment, affreightment, and delivery of goods carried by sea. A charter party is a legally binding agreement between the ship-owner and the charterer that sets out the conditions for using the ship/vessel.

SECTION 20 OF THE AJA

Section 20 (1) of AJA provides that any agreement by any person or party to any cause, matter or action which seeks to oust the jurisdiction of the Court shall be null and void, if it relates to any admiralty matter falling under this Act and if-

A dispassionate reading of section 20(1) & (a-h) of the AJA would show clearly that what section 20 has done is to protect the jurisdiction of the Federal High Court against agreements/clauses in a bill of lading or charter party which donates arbitral jurisdiction to a foreign forum. See FUGRO SUBSEA LLC V. PETROLOG LTD (2021) LPELR-53133(CA). The basis for this is to prevent parties from downplaying the admiralty jurisdiction of the Federal High Court. See SONNAR (NIG.) LTD V. OWNERS OF M.V. NORDWIND (1987) 4 NWLR (Pt. 520) 26. Hence, any agreement in a maritime transaction that donates arbitral jurisdiction to a forum arbitral panel is null and void ab initio.

In summary, it is this author's respectful view that there is no conflict between section 20 of AJA and section 5 of the Arbitration and Mediation Act 2023, because section 20 of AJA is a special provision that relates to arbitration clauses in admiralty/maritime agreement, while section 5 of AMA regulates general arbitration. The phrase "Notwithstanding the provisions of any other law..." used in section 5 of AMA cannot repeal or amend section 20 of AJA by mere reference. It is a cardinal principle of law that statutes are not amended or repealed by mere reference to them. See **Ibidapo v. Lufthansa Airlines Ltd (1997) 4 NWLR (Pt. 498) 124**. The idea is to freely sell to the National Assembly to expressly amend section 20 of AJA to bring it in conformity with the provisions of AMA 2023.

PRE-AWARD INTEREST IN ARBITRATION IN NIGERIA: COMPARING THE OLD VS. THE NEW REGIME.

BY
EMOKINIOVO DAFE-AKPEDEYE, FCIARB, DIPL.ARB

Prior to the passage of the Arbitration and Mediation Act (AMA) 2023, the position of the arbitral tribunal's power to award pre-award interest was a contentious matter. Since arbitration is generally considered party-driven and based on the consensus between the parties, arguments abounded on both sides. This culminated in the Supreme Court case of U.E.S. Ltd v. R.M.A & F.C (2022) 10 NWLR (PT 1837) 133, where the Court emphatically held that an arbitral tribunal is empowered to award interest. Fortunately, the Arbitration and Mediation Act 2023 has put this matter to rest. This article will analyse the previous debate and the current position on the arbitral tribunal's power to award pre-award interest.

Before 2022, there was a heated debate on an arbitral tribunal's power to award pre-award interest. Proponents of the "no award of pre-award interest" held the view that unless the award of interest was within the contemplation of the parties and embodied in the agreement, the arbitral tribunal would be acting outside the scope of its authority. If it went ahead to award interest, it had no right to intervene and award interest payment. This would make the award liable to be set aside by a court of law. On the opposing side, proponents stated that it has long been a principle of contract law, that even where a party neglects to claim interest, the courts may still award interest in a commercial matter where it is part of the ordinary practices/conventions of trade that a businessperson who has not been paid for some time ought to be awarded interest1.

This debate was brought to a head in the case of U.E.S. Ltd v. R.M.A & F.C (supra). In that case, the arbitral tribunal awarded pre-award interest against the Respondent. The Respondent then filed a motion to set aside the award at the Federal High Court, primarily because the arbitral tribunal exceeded its authority by awarding pre-award interest, which was not in the contemplation of the parties' agreement. The Federal High Court dismissed the motion and upheld the award. On appeal, the Court of Appeal allowed the appeal, and subsequently, the Claimant appealed the decision to the Supreme Court. The Supreme Court allowed the appeal. The Supreme Court clarified that the pre-award interest can be awarded based on the terms of the parties' agreement. The Federal High Court dismissed the motion and upheld the award. On appeal, the Court of Appeal allowed the appeal, and subsequently, the Claimant appealed the decision to the Supreme Court. The Supreme Court allowed the appeal. The Supreme Court clarified that the pre-award interest can be awarded based on the terms of the parties' agreement, within the reasonable contemplation of the parties under the custom, or based on the custom of trade or statute.

Given that the AMA was enacted in 2023, it made perfect sense for the statute to bring certainty to this issue of pre-award interest. Section 46(2) AMA provides for the award of pre-award and post-award interest as follows:
"Unless otherwise agreed by the parties, the following provisions shall apply:
(a) The arbitral tribunal may award simple or compound interest from such dates, at such rates and with such interest as it considers just on the whole or part of any amount—
(i) awarded by the arbitral tribunal, in respect of any period up to the date of the award, or
(ii) claimed in the arbitration and outstanding at the commencement of the arbitral proceedings but paid before the award was made, in respect of any period up to the date of payment;
(b) the arbitral tribunal may award simple or compound interest from the date of the award (or a later date) until payment, at the rates and with such interests as it considers just in the case, on the outstanding amount of any award, including any award of interest under this subsection and any award as to costs; and
(c) References in this section to an amount awarded by the arbitral tribunal include an amount payable in consequence of a declaratory award by the arbitral tribunal".

With this statutory default provision, the law is clear and certain for businesspeople, ensuring that the value of their money is protected in the event of non-payment by a contracting party.

PROPERTY TRANSACTIONS BY DIRECTORS OF COMPANIES UNDER THE COMPANIES AND ALLIED MATTERS ACT

Dommittilla R. Nwofor, Esq.

The Companies and Allied Matters Act (CAMA) 2020 ("the Act") defines a Director as any person occupying the position of a director by whatever name so-called. Directors are trustees of the company's money, properties and their powers and as such shall account for all the money over which they exercise control, refund any money improperly paid, and shall exercise their powers honestly in the interest of the company and all the shareholders and not in their own or sectional interests (Section 309 CAMA).

The Act contains broad provisions that regulate the dealings of directors with the property of a company. Where there is an arrangement to acquire one or more non-cash assets of the requisite value from a company by a director or a person connected with such a director, the members in a general meeting shall be informed of all material facts relevant to the transaction. They must approve by a resolution before the transaction is carried out (Section 310(1-3) CAMA). Likewise, if the company acquires or is to acquire one or more non-cash assets of the requisite value from a director or a person connected with the director, the arrangement must first be approved by a resolution of the company in a general meeting after being informed of all material facts relating to the transaction. Disclosure and resolution requirements at a general meeting also apply when a director—or someone closely linked to them—is a director of the company's holding firm. This includes cases where that connected person is a director of the holding company of the firm in question.

The value of a non-cash asset deemed to be of "requisite value" and bound by this requirement is set by the Corporate Affairs Commission from time to time. However, the requirements for property dealings are subject to the exceptions contained in section 311 of the Act. A Director does not need to make a disclosure or obtain approval if he is acquiring the non-cash asset in his capacity as a member.

Directors are prohibited from making secret benefits—like bribes, gifts, or commissions, whether in cash or kind—from anyone in exchange for introducing the company to do business with them. This includes taking a share in that person's profits from any related transaction. Where the gift is made after the transaction has been completed in the form of an unsolicited gift as a sign of gratitude, the director may be allowed to keep the gift, provided he declares it before the board, and that fact shall also appear in the minutes' book of the directors. In all cases concerning secret benefits, the plea that the company benefited or that the gift was accepted in good faith is not a defence. Directors must be careful to ensure they do not incur legal liability.

SECURING YOUR COMPETITIVE EDGE: LEGAL STRATEGIES TO SAFEGUARD YOUR BRAND'S INTELLECTUAL PROPERTY

Ovwigho Annabel

INTRODUCTION

A competitive edge is a unique set of qualities or benefits a company possesses, allowing it to outperform its rivals. Intellectual property (IP) is key in preserving this edge by giving exclusive rights to creations like inventions, designs, and trademarks. This helps a business stand out and build a stronger market position. Using legal strategies, a company can protect its ideas, products, and services, stay unique, and maintain an advantage in the market.

INTELLECTUAL PROPERTY CATEGORIES

A brand's identity is vital for building value, attracting customers, and gaining loyalty. To protect this identity, a business can rely on the following IP tools:

1. Trademarks

Trademarks protect brand identifiers like names, logos, slogans, sounds or colours. Registration gives the owner exclusive rights and prevents others from using similar marks that might confuse consumers.

2. Copyrights

Copyrights protect creative and artistic works like books, music, software code, and advertisements. It arises automatically but can be registered for more vigorous enforcement. It gives the creator the right to reproduce, adapt, and share the work.

3. Industrial Designs

These protect the visual features of a product—its shape, pattern, or look. Industrial designs include packaging and ornamental elements. Registration helps stop others from copying or using the design without permission.

4. Patents

Patents protect new inventions that are original, useful, and capable of industrial use. They cover anything from machinery to new processes. A patent gives exclusive rights to the inventor for up to 20 years.

5. Trade Secrets

Trade secrets are confidential business details—like formulas, designs, or methods—that give a company an edge. They are not registered, so protection comes from keeping the information secret through contracts like non disclosure agreements (NDAs) and internal controls.

LEGAL PROTECTION STRATEGIES

1. Registration: While copyright registration is optional, registering IP rights helps prevent infringements and makes enforcement easier.

2. Contracts: NDAs can protect trade secrets. IP clauses can also be included in employment contracts.

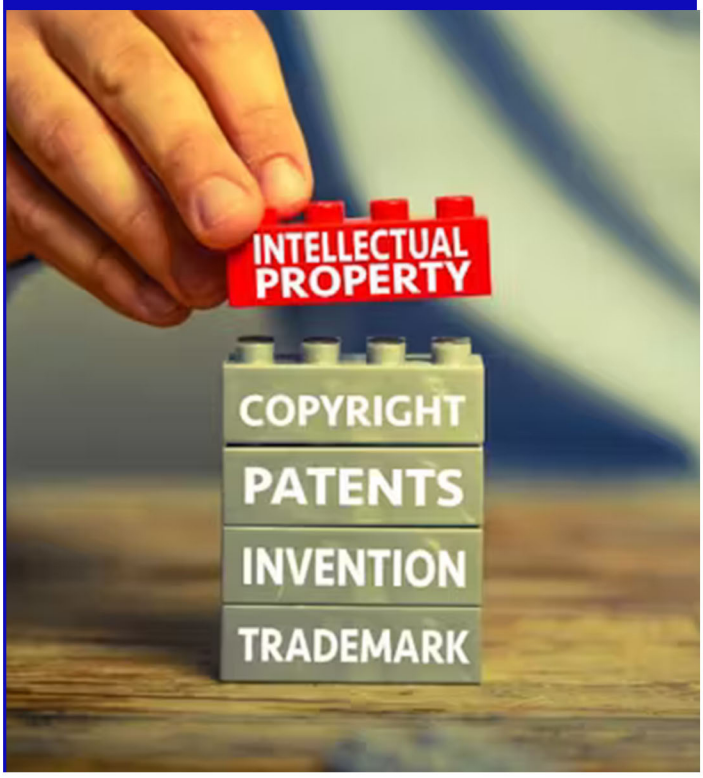
3. Monitoring and enforcement: Watch for infringement, send cease and desist letters, and take legal action where needed.

COMMERCIAL USE AND STRATEGIC LEVERAGE

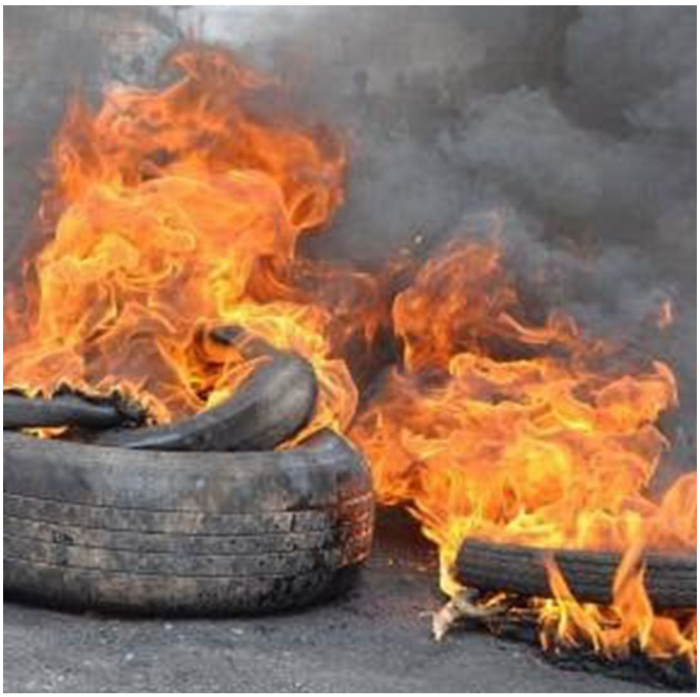
IP doesn't just protect; it can also bring income. A registered trademark or patent can be licensed for a fee. This grows brand presence and brings in money.
A solid IP portfolio can also attract investors and raise business value. It can help a company expand, form partnerships, and enter new markets.

CONCLUSION

In a competitive market, legal strategies to protect IP are a must. IP helps keep a brand valuable and unique from registration to enforcement and commercial use. Businesses should treat their IP like core assets and get legal help to stay ahead.



THE HUMAN RIGHTS IMPLICATIONS OF JUNGLE JUSTICE: A CRITICAL ANALYSIS



Victoria Achilihu, Esq

INTRODUCTION

Jungle justice, also known as "mob justice", is an act where individuals or groups take the law into their own hands, which could results in violence or even death. It is an illegal and unconstitutional form of justice in Nigeria involving a public extrajudicial killing where an alleged criminal is humiliated, beaten, and killed by a mob, thus violating some fundamental human rights enshrined in Chapter IV of the 1999 Constitution (as amended).

This heinous act has become an epidemic in Nigeria. With the cases of the 16 hunters traveling from Port Harcourt to Kano, who were lynched in Edo State on mere suspicion of being bandits and kidnappers, Deborah Samuel, the Aluu boys, and David Imoh amongst others, we are left to wonder if there is any hope left, especially for the youths who are the major victims and culprits of these extrajudicial killings.

THE HUMAN RIGHTS IMPLICATIONS OF JUNGLE JUSTICE

Jungle justice, an illegal and unconstitutional form of justice in Nigeria, breaches many provisions of the Nigerian Constitution (as amended), the Administration of Criminal and Justice Act (2015), the Criminal Procedure Act (2004), and some other statutory provisions. Some of the human rights implications include:

Right to Life: Over time, jungle justice often results in loss of life, thus violating the right to life as enshrined in section 33(1) of the Constitution.

Right to Fair Trial: Jungle justice undermines the right to a fair trial, including the right to be presumed innocent until proven guilty, and the right to legal representation as enshrined in section 36 of the Constitution.

Right to Liberty and Security of a person: Jungle justice denies the accused their right to liberty and security, thus subjecting them to arbitrary detention, beatings, and other forms of violence, which violates the provision of section 35 of the Constitution.

Some root causes and contributing factors of jungle justice:

Lack of access to justice

Poverty and socio-economic inequality

Cultural and Religious norms

Conclusion

Jungle justice is a pervasive issue that has significant human rights implications. Over the past decade, such violence in Nigeria has surged, fueled by distrust in law enforcement, economic hardship, and the rapid spread of misinformation. Addressing the issue requires a comprehensive approach that strengthens the formal justice system, promotes access to justice, and addresses the underlying causes of vigilantism. By promoting human rights and the rule of law, we can work towards a just and equitable society where individuals are protected from violence and human rights abuses.

Recommendations

Governments should prioritise strengthening the formal justice system.

Human rights education and awareness programs against mob violence should be highly encouraged.

The issue of poverty, socio-economic inequality, and other underlying causes should be addressed.

An urgent need for police reforms and human rights training.

The is a need to increase advocacy for justice reforms and promote peaceful conflict resolution.

DATA PROTECTION IN THE DIGITAL AGE: A REVIEW OF THE KEY PROVISIONS OF THE NIGERIA DATA PROTECTION ACT – GENERAL APPLICATION AND IMPLEMENTATION

Adaeze Omekarah

INTRODUCTION

Emerging technologies like Artificial Intelligence, the Internet of Things, and Blockchain have heightened the need for data protection. In response, the General Application and Implementation Directive 2025 (GAID) was introduced to clarify the application of the Nigeria Data Protection Act (NDPA) 2023. GAID equips data privacy professionals with a clear understanding of their duties and empowers data subjects with knowledge of their rights in an increasingly digital and interconnected environment.

KEY PROVISIONS OF THE GAID 2025 RELATING TO DATA PROTECTION IN THE DIGITAL AGE

The GAID provides that:

1. where personal data may be accessed from an online device of a data professional, such personal data is vulnerable to data security breach by means of cyber technology. In this case, the audit of such an online device shall be frequent. (Article 10(5))

2. nothing prevents a data subject from giving constructive or implied consent. (Article 17(8))

3. the operation of cookies and other tracking tools shall comply with the principles of data protection under Section 24 of the NDP Act. (Article 19)

4. the introduction of new technologies or new processing techniques or directives mandating processing of personal data on a large scale must be preceded by a Data Privacy Impact Assessment (DPIA) on the following grounds:

- Unintended, adverse consequences to the lives and livelihoods of data subjects may result from the data processing.
- Such adverse consequences are threats to fundamental rights and freedom as well as to the Fundamental Objectives and Directive Principles of State Policy.
- Where data processing measures amount to a derogation from Section 37 of the 1999 Constitution, such measures must comply with the safeguards provided under Section 45 of the same Constitution. (Article 28(2)

5. a data professional shall have schedules to monitor, evaluate, and maintain the data security system, taking into account the people, processes, and technologies involved. (Article 29)

6. a data professional who intends to deploy data processing software for the purposes of tracking a data subject or enabling a communication link with a data subject and processing his or her personal data must abide by the provisions of the NDP Act. (Article 31)

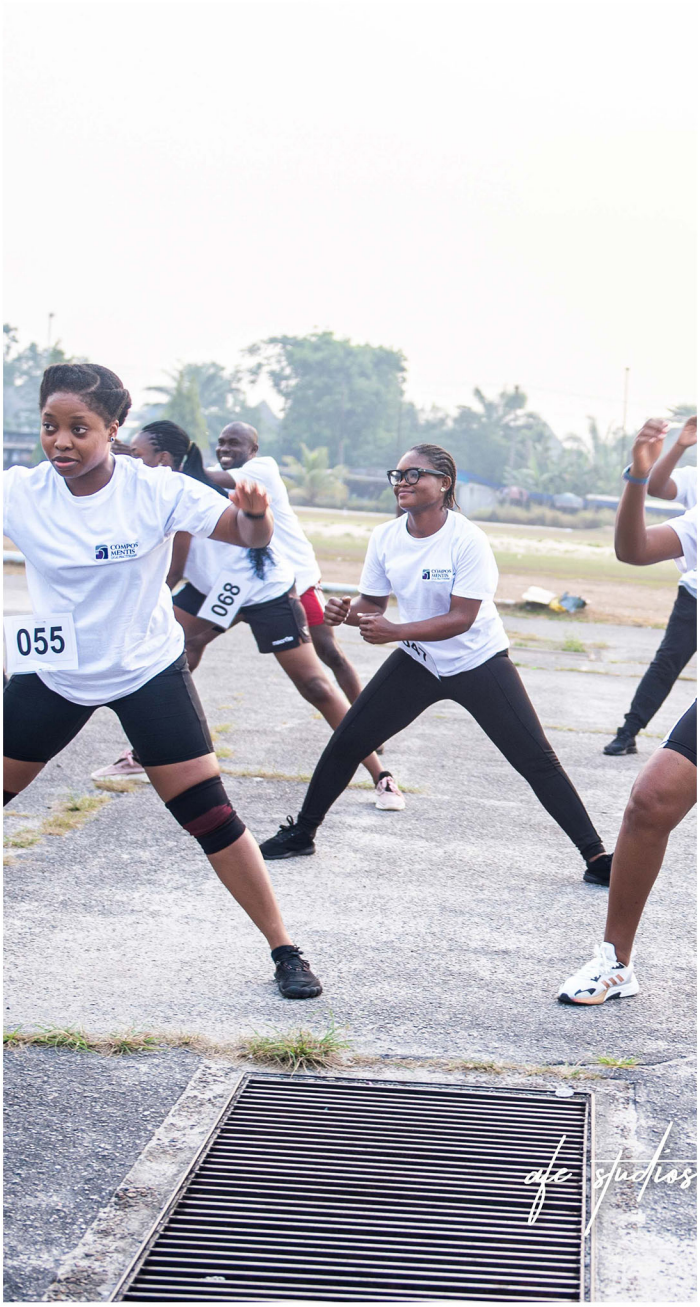
7. a data professional who deploys or intends to deploy Emerging Technologies (ET) such as Artificial Intelligence, Internet of Things, and Blockchain for the purposes of processing personal data shall take into consideration:
- The provisions of the NDP Act
- Public policy
- GAID and other regulatory instruments issued by the Commission in order to safeguard the privacy of data subjects. (Article 43)

Conclusion

Data protection in today's digital world is crucial due to the growing variety of data privacy violations stemming from the rapid expansion and use of technology.

STERLING SERVICE, LASTING IMPACT: COMPOS MENTIS CORPORATE SOCIAL PROJECTS OF 2025

Favour Uzoma



INTRODUCTION

At Compos Mentis Legal Practitioners, we believe that the law is not just a profession- it is a powerful tool to make real, lasting impact in the life of others. Through a series of corporate social projects, we aim to empower the next generation, promote access to justice and give back to our community. These social projects were:

CATCH THEM YOUNG

This initiative, which was fully sponsored and organized by the firm, is designed to ignite interest in the legal profession among undergraduate law students in Nigerian universities. It provides them with a practical platform to experience real court proceedings and sharpen their advocacy skills in a competitive yet supportive environment.

In 2025, the competitions were hosted at Admiralty University, Delta State, and Osun State University, attracting an impressive turnout of bright and eager students. We are also excited to announce that a virtual internship programme for undergraduate law students is scheduled to take place before the end of the year.

DAFE AKPEDEYE ESSAY COMPETITION

Named in honor of our founder, Dafe Akpedeye, SAN, this competition is aimed at stimulating critical thinking and writing skills among undergraduate law students in Nigeria. The winner of the competition is announced on the birthday of our founder which is 16th of May, annually.

The competition begins with a nationwide call for entries, inviting law students to submit their best work then the essays are graded by internal and external examiners at the end of which three winners emerged.

PRO BONO

Our commitment to justice includes providing free legal services to individuals who cannot afford them. At Compos Mentis, we believe that access to justice should not be a privilege for the few but a fundamental right for all. In 2024, our firm represented the defendant in COP V. Ella Joel & ORS in Warri, Delta State, handling all case-related expenses such as filing fees and logistics. We are set to deepen this commitment and continue contributing social values to the community.

WARRI CENTRIC 10 KM RUN

Warri centric 6.0 was not just a race, it was a celebration of community unity, wellness and local pride. The annual event brings together people from all walks of life to participate in a fun and energetic run through the heart of Warri. The 2025 edition which was held in January had in attendance distinguished partners, guests and enthusiastic participants, making it a truly memorable and inspiring event.

We are proud of these initiatives not just for what they achieve, but for what they represent. At Compos Mentis, we don't just practice law, we invest in young people and we are poised to do more in the coming years.

MAINTAIN, DO NOT REPAIR: THE IMPORTANCE OF PREVENTIVE MAINTENANCE IN THE OFFICE

Henry Akakuru

Most people neglect preventive maintenance but prefer to repair equipment when “failure” occurs. Preventive maintenance is the routine and preemptive approach to maintaining equipment, facilities, and assets to avoid unexpected failures, ensure efficiency, and maintain a safe and productive work environment.

Preventive Maintenance is very important because it minimizes disruptions, helps to identify potential issues before the equipment breakdown, enhances the safety of employees and clients, retains equipment and facility performance, boosts employees’ productivity, and increases resale value. Unlike making repairs after a fault has been detected which is rather more expensive than routine maintenance, preventive maintenance enhances the productivity of the facilities. Furthermore, preventive maintenance can be done in many ways, such as regular inspection to identify potential issues, removing dirt or dust that can cause equipment failure, replacing parts that show signs of damage, and adjusting equipment to ensure it functions properly.

Here at Compos Mentis Chambers, we prepare and implement preventive maintenance on all our equipment, extending their life span and reducing the need for premature replacements. As a result, our services are not interrupted, our customers’ satisfaction is improved, and the firm’s reputation is protected. This is why we are **“better positioned to compete, comply and grow.”**

THE FUTURE OF COMMERCIAL DISPUTE RESOLUTION IN NIGERIA: ONLINE DISPUTE RESOLUTION (ODR) AND VIRTUAL HEARINGS

Uchenna Nmerole

INTODUCTION

As digital trade and cross-border transactions increase, Nigerian businesses seek faster, more cost-effective ways to resolve disputes. The COVID-19 pandemic pushed many industries to adopt technology more quickly, including the legal sector. Today, Online Dispute Resolution (ODR) and Virtual Hearings are no longer optional; they are shaping the future of commercial dispute resolution in Nigeria.

What Is ODR?

ODR refers to resolving disputes using digital tools and online platforms, building on established Alternative Dispute Resolution (ADR) methods like Arbitration and Mediation, but adapting the process to an online platform. According to the United Nations Commission on International Trade Law (UNCITRAL), ODR is especially helpful for resolving cross-border, e-commerce, and small claims disputes.

LEGAL BACKING IN NIGERIA

Nigeria's legal system is catching up with this shift. During the pandemic, courts started using Virtual Hearings through special guidelines. More recently, the Arbitration and Mediation Act, 2023, formally recognised and supported online arbitration. The National Judicial Council (NJC) and several state courts have also released frameworks to support virtual proceedings.

WHY BUSINESSES SHOULD CARE

ODR brings several key benefits:

- **Cost Savings:** Businesses save on travel, documentation, and court-related expenses, which are especially valuable for startups and small enterprises.
- **Accessibility:** ODR can be done from anywhere, at any time, making it ideal for businesses with remote teams, multiple locations, or international operations.
- **Confidentiality:** Unlike public Court cases, ODR Proceedings are private, helping businesses resolve disputes without damaging their reputation or exposing sensitive information.
- **Cross-Border Enforcement:** Decisions from online Arbitration can be enforced internationally under treaties like the New York Convention (1958), to which Nigeria is a signatory.

WHO CAN BENEFIT?

- **Fintech Companies:** To resolve payment platform issues efficiently.
- **E-commerce Businesses:** To build customer trust with integrated ODR tools.
- **Tech Companies:** To address contract or licensing disputes quickly.
- **Freelancers and Service Providers:** To resolve disputes affordably without court involvement.

CHALLENGES AHEAD

Despite the promise, some obstacles remain:
Poor Internet Connectivity: Unstable networks can disrupt virtual hearings and limit access.

- **Low Digital Literacy:** Some users struggle to use digital platforms, especially in rural or underserved areas.
- **Lack of Standard Regulation:** With no uniform rules for ODR platforms, there's a risk of inconsistent quality, fairness, and enforceability.

HOW LEGAL PRACTITIONERS CAN HELP

Lawyers have a crucial role in helping businesses navigate this digital shift. They can:
Draft contract clauses that support ODR.
Educate clients on how ODR works.
Represent clients in Virtual Proceedings.
Help develop internal policies for managing disputes digitally.

CONCLUSION

ODR is not just a temporary solution; it represents a long-term transformation in how businesses handle disputes. Embracing ODR and Virtual Hearings now will help Nigerian businesses stay competitive, reduce costs, and resolve issues more efficiently in the digital