# RESTRAINT OF TRADE CLAUSES IN EMPLOYMENT CONTRACTS IN NIGERIA: AN ANALYSIS OF THE EXTENT OF THEIR REASONABILITY AND ENFORCEABILITY

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## Abstract

*This article interrogates the extent to which a Restraint of Trade Clause (RTC) in an employment agreement will be considered enforceable or otherwise by the courts. It adopts the doctrinal method, relying on primary and secondary sources of data which were subjected to content analysis. The article takes a cursory look as to possible reasons why an employer would include a RTC in a contract of employment. The issues arising therefrom are: what legal criteria do courts use to determine if a RTC is reasonable in terms of duration, geographical scope, and activity? Under what circumstances will a court deem a RTC unenforceable? How do courts differentiate between protecting legitimate proprietary interests and simply stifling competition? Do the courts have to strictly follow the provisions of the Federal Competition and Consumer Protection Act (FCCPA), 2018 in determining the reasonability of duration in a RTC? These issues form the basis of this article. This article finds that some sensitive positions, some of which may afford an employee's access to his employer's trade secrets and confidential information, a disclosure of which may put the employers' competitors into some advantage or otherwise negatively impact or jeopardise the employer's business interests need to be secured. It concludes that, while restraint of trade clauses aid in safeguarding an employer's interests, the position held by the courts will be dependent on the context of the facts of a given case. This article recommends that while the FCCPA, 2018 suggests a restrictive period to not be more than two (2) years for the operative duration of a RTC, the courts should assess any duration based on the peculiarity and nature of an employer's business in ascertaining the reasonableness or otherwise of a restraint clause.*

**Keywords:** Restraint of trade, Reasonability test, Enforceability, Public policy, FCCPA 2018

## I. INTRODUCTION

In every contract of employment, there is an implied term that an employee would serve the employer in utmost good faith and honesty.[88] It is therefore not expected of an employee to put himself in a position where his employer's interest and his personal interest will conflict during the pendency of the employment contract.[89] Conversely, a contract of employment may expressly contain a clause stipulating that an employee, upon the cessation of his employment will not establish on his own or be employed by any other person in the same line of trade as that of his employer. Such a clause could curtail the freedom of an employee to offer his services or skills as he would have wanted to, in or out of the employment, exercise his trade or skill.[90] Such a restriction could be for a specific limited or permanent period and/or geographical location.[91]

RTC in employment agreements are not unusual.[92] Such clauses have found their ways into employment contracts from time immemorial.[93] As a common law doctrine relating to enforceability of contractual restrictions on freedom to conduct business,[94] it is considered to be a precipitant of competition law in contemporary times.[95] It is in some instances designed to prevent former employees from competing with their previous employers or joining their competitors.[96]

As some form of restrictive provision(s) in contractual documentation, designed to restrict another's trade,[97] RTC has been described as one in which a covenantor agrees with another party to restrict his liberty in the future to carry on trade, business, profession or calling with other persons not parties to the contract in such a manner as he chooses.[98] It is a clause in a

[88] This duty of fidelity expected of an employee has however led to a lot of litigation due to the elastic nature of the duty. See, C.K. Agomo, Nigerian Employment and Labour Relations Law and Practice. (Lagos: Concept Publications Limited. 2011) 127.
[89] ibid.
[90] ibid.
[91] A.N., Nwazuoke, Introduction to Nigerian Labour Law. (Ago-Iwoye: The Department of Public Law and Jurisprudence, Faculty of Law, Olabisi Onabanjo University. 2001) 38.
[92] *iROKOtv.com Limited v. Michael Ugwu* (unreported) Suit No: NICN/la/169/2015 delivered on 12 November 2020.
[93] (n.5)
[94] (n.5)
[95] (n.5)
[96] Tokunbo Davies and Akinloluwa Tokede. A paradigm shift in doctrine of restraint of trade: A review of La Casera and Prahlad decision. (2025) https://guardian.ng/features/law/a-paradigm-shift-in-doctrine-of-restraint-of-trade-a-review-of-la-casera-and-prahlad-decision/ Accessed 26 February 2026.
[97] *Petrofina Great Britain v. Martin (1966) Ch. 146.*
[98] (n.5)

contract of employment that restricts an employee from working with competitors of their employer for a period of time after their employment is terminated.[99] It could seek to prevent employees from trading in a competing business or undertaking other specific activities for a specific period of time. It could take the form of a non-compete clause where an employee agrees with his employer not to establish a business in competition with him or to work for a rival organisation, usually for a stipulated period of time within a specified geographical area.[100] An employee could also be prohibited from passing on trade secrets or sensitive information to any new employer. This form of RTC is known as confidentiality clauses.[101]

Historically, the common law has been suspicious of any restrictive clause in a contract of employment. The philosophy behind facilitating labour mobility, incentivising employees to make maximum use of their skills and expertise; experience and promoting competition and innovation within the economy for the greater good of the society, tend against allowing employers to insert clauses that restrict their employees' future employment prospects.[102]

There are some factors the court will put into perspective in determining the enforceability of a restraint clause. They include; the geographical scope, activities covered, duration, including the nature of the business. If the Court determines that the restraint is required for adequate protection, and does not exceed what is required, as well as aligns with the public interest, it will be deemed reasonable and enforceable. Conversely, if the Court finds the restraint clause to be unreasonable, it will be held invalid and unenforceable.[103] The FCCPA, 2018 stipulates that a contract of service as long as it contains provisions by which an

[99] Elizabeth Olalekan. The Role of Restraint of Trade Clauses in Employment Contracts. (2025). https://www.mondaq.com/nigeria/contract-of-employment/1579622/the-role-of-restraint-of-trade-clauses-in-employment-contracts Accessed 26 February 2026.

[100] A RTC could also be a clause preventing a former employee from soliciting or dealing with clients of the employer. This form is known as non-dealing or non-solicitation clauses. Also, an employee could be restrained from poaching colleagues/staff in his previous work place. This is known as non-poaching clauses. See, Morris Restraint of Trade Clauses: Employer Advise. 2025 https://www.davidsonmorris.com/restraint-of-trade/ Accessed 26 March 2026

[101] Morris Restraint of Trade Clauses: Employer Advise. 2025 https://www.davidsonmorris.com/restraint-of-trade/ Accessed 26 March 2026

[102] Christopher Mchahon and Alan Eustace. Nothing to Lose but Their Restraints of Trade: Lessons for Employment Non-Compete Clauses from EU Competition Law. *Industrial Law Journal* (2022) https://www.researchgate.net/publication/365939553_Nothing_to_Lose_but_Their_Restraints_of_Trade_Lessons_for_Employment_Non-Compete_Clauses_from_EU_Competition_Law Accessed Mar 26 2026

[103] Elizabeth Olalekan. The Role of Restraint of Trade Clauses in Employment Contracts. (2025). https://www.mondaq.com/nigeria/contract-of-employment/1579622/the-role-of-restraint-of-trade-clauses-in-employment-contracts Accessed 26 February 2026.

individual agrees to accept restrictions as to work whether as an employee or otherwise in which he may engage during or after the termination of the contract and this period shall not be more than two (2) years. This suggestion of a restrictive period not being more than two (2) years for the operative duration of a RTC has over time been followed by the courts. However, do the courts have to strictly follow the provisions of the FCCPA, 2018 in determining the reasonability of the duration in a RTC? How do courts differentiate between protecting legitimate proprietary interests and simply stifling competition? Answering these questions forms the core of this article.

This article adopts doctrinal method by relying on primary data like the Federal Competition and Consumer Protection Act (FCCPA), 2018. Relevant case law was also referenced. Secondary data included legal texts, articles and reports. In analysing the data used for the article, textual and content analyses were done on the thematic areas from which findings were reached, conclusions drawn, and recommendations contrived. Structurally, the article is divided into seven sections. Section one is the Introduction. Section two focuses on explicating the nuances of the doctrine of restraint of trade. Section three examines the position of common law on RTC in an employment contract. Section four analyses the Circumference of the Reasonability Requirement. Section five discusses the stance of the National Industrial Court of Nigeria (NICN) on the doctrine of restraint of trade. Section six analyses the position of the law on restraint clause under the Federal Competition and Consumer Protection Act (FCCPA), 2018. Section seven contains the conclusion and recommendations.

## II. EXPLICATING THE NUANCES OF THE DOCTRINE OF RESTRAINT OF TRADE

Restraint of trade is a practice whereby an employer and his employee enter into a covenant with the aim of placing a restriction on the right of an employee to engage in specific types of business or trade activities within a given locality or area, and/or within a stipulated period of time.[104] It is a clause which seeks to restrict the manner and extent to which an employee may

[104] A. Emiola, Nigerian Labour Law. (Fourth Edition. Ogbomoso: Emiola (Publishers) Limited.2008). 61

seek employment elsewhere or practice a trade upon leaving the services of his employer.[105] As a clause in a contract of employment that imposes a restriction on an employee from working with competitors of their employer for a period of time after their employment is terminated, the intention behind the restraint is to safeguard the interests of the business by preventing the employee from using trade secrets or confidential information garnered in the course of his employment to give his new employer an unfair advantage. Thus, the clause is an agreed provision that is designed to restrain an individual's career. This type of clause is also known as a non-compete clause in certain circumstances.[106]

The primary reason an employer would include a RTC in an employment contract is to safeguard his legitimate business interests. These could be, but are not limited to, preservation of his trade secrets which are intrinsic to the organisation's operations that give the company a distinctive edge in the market; the protection of client relationships to prevent departing employees from soliciting or enticing and luring away clients, thereby preserving the loyal customer base of the organisation; and the protection of proprietary information that, if disclosed or mishandled, could jeopardize not only the interests of the organisation but also the privacy and trust reposed on it by clients.[107] Restrictive covenants seek to ensure that sensitive information remains confidential and is not exploited to the detriment of the employer.[108]Therefore, any restraint clause requires that the employee should not disclose his employer's trade secrets, solicit other employees or customers, or enter into competition with the employer upon the determination of the employment relationship between the employer and the employee. [109]

[105] AbduSalaam Abbas and Co. Enforcement of non-compete and non-disclosure clauses in a contract of employment: a review of the NICN's decision in *iROKOtv.com limited v. Michael Ugwu* (unreported) suit no: NICN/la/169/2015 delivered on 12 November 2020. 2024. https://abdu-salaamabbasandco.com/enforcement-of-non-compete-and-non-disclosure-clauses-in-a-contract-of-employment-a-review-of-the-nicns-decision-in-irokotv-com-limited-v-michael-ugwu-unreported-suit-no-nicn-la-169-2015/ Accessed 20 February 2026

[106] The Validity of the Doctrine of Restraint of Trade Under the Nigerian Labour Law. It is commonly referred to as "restrictive trade covenant" in United Kingdom and "non-complete agreement" in the United States of America. See, Uko, E.J., *International Journal of Advanced Legal Studies and Governance* (2013) (Vol. 4, No. 2) (2013) 34-46

[107] (n.5)

[108]Elizabeth Olalekan. The Role of Restraint of Trade Clauses in Employment Contracts. (2025) https://www.mondaq.com/nigeria/contract-of-employment/1579622/the-role-of-restraint-of- trade-clauses-in-employment-contracts Accessed 26 February 2026

[109] Uko, E.J., *International Journal of Advanced Legal Studies and Governance* (2013) ( Vol. 4, No. 2) (2013) 34-46

In employment relations, restraint of trade is one of the instances where the doctrine of illegality or public policy is brought into play.[110] The objection to this doctrine is premised on public policy as was illustrated by the Supreme Court in *Andreas I. Koumoulis v. Leventis Motors Ltd*[111] where the court held that, generally, in common law all covenants in restraint of trade are *prima facie* unenforceable. They only become enforceable if they are reasonable with reference to the interest of the concerned parties and the public.[112] The Court of Appeal in *Statoil Nigeria Limited v. Inducon (Nig.) Limited & Anor.*[113] defined public policy as the ideals which for the time being prevail in any community as to the conditions necessary to ensure its welfare, so that anything is treated as against public policy if it is generally injurious to the public interest. Public policy holds that no subject can lawfully do that which has a tendency to be injurious to the public, or against public good, which may be termed, as it sometimes has been, the policy of the law, or policy in relation to administration of the law.[114]Therefore, if the Court determines that the restraint is required for adequate protection, and does not exceed what is required, as well as aligns with the public interest, it will be deemed reasonable and enforceable. Conversely, if the Court finds the restraint clause to be unreasonable, it will be held invalid and unenforceable.[115]

## III. THE POSITION OF COMMON LAW ON RESTRAINT OF TRADE CLAUSE IN AN EMPLOYMENT CONTRACT

Contractual provisions in an employment agreement which attempt to restrict the ways in which one of the parties may conduct his business, or earn a living, have at different times been treated by the common law as being *prima facie* void,[116] or *prima facie* valid.[117] The current position is derived from the House of Lords' decision in *Nordenfelt v. Maxim, Nordenfelt Guns*

[110] A. Emiola, Nigerian Labour Law. (Fourth Edition. Ogbomoso: Emiola (Publishers) Limited.2008) 61
[111] (1973) 1 All N.L.R. (Pt. 2) 144.
[112] (n.24)
[113] *(2012) LPELR-7955*
[114] (n.5)
[115] Elizabeth Olalekan. The Role of Restraint of Trade Clauses in Employment Contracts. (2025) https://www.mondaq.com/nigeria/contract-of-employment/1579622/the-role-of-restraint-of- trade-clauses-in-employment-contracts Accessed 26 February 2026.
[116] *Claygate v Batchelor* (1602) Owen 143
[117] Studylib. Contracts in Restraint of Trade: Common Law Principles.2013-2026. https://studylib.net/doc/8103417/14-contracts-in-restraint-of-trade Accessed 2 March 2026

*and Ammunition Co.*[118] which also laid the foundation for modern law as to restraint of trade. It was held in that case that in the absence of special circumstances justifying them, all covenants in restraint of trade are void as they are contrary to public policy. In that case, a Swedish arms inventor promised on sale of his business to an American gun maker that he "would not make guns or ammunition anywhere in the world, and would not compete with *Maxim* in any way". Lord MacNaughten stated *inter alia* that such a restriction is justified only if it is reasonable, that is, in reference to the interest of the parties concerned and reasonable in reference to the interest of the public, so framed and so guarded as to afford adequate protection to the party in whose favour it is imposed, while at the same time it is in no way injurious to the public. This was the Common Law position which was prevalent until the decision in *Herbert Morris Limited v. Saxelby*[119] where the Court for the first time held that there could exist certain circumstances where contract in restraint of trade is enforceable. Such circumstances are said to include: where such contracts were necessary to protect an employer's legitimate competitive interest; where the enforcement of such contract was neither unreasonably burdensome to the employee nor harmful to the public interest; and where the time and geographical scope of the restriction is reasonable.

This position seems to be the same in most States in the United States of America where most courts view no-compete covenants with suspicion and will sparingly be enforced. Thus, in *BDO Seidman v. Hirsh*[120] it was held that a no-compete covenant would be enforced if it is reasonable and that a restraint is considered reasonable if it meets the following conditions of not being greater than *is required for the protection of the legitimate interest of the employer; does not impose undue hardship on the employee and; is not injurious to the public.*

Under the Nigerian law, the position is a reflection of its Common Law heritage. It is as stated by the Supreme Court in *Andreas I. Koumoulis v. Leventis Motors Limited*[121] that all covenants in restraint of trade are *prima facie* unenforceable and are only enforceable if they are reasonable with reference to the interest of the parties concerned and the public at large.[122]

[118] *Nordenfield v. Nordenfield Co*. (1984). A.C. 535, 565.
[119] *(1916)1 A.C 688*
[120] *Berg 690 N.Y. 2nd 854, (Ct. App.1999),*
[121] (n..24)
[122] See also (n.5); *Dr. Shirish Tanksale v. Rubee Medical Centre Limited* (2013) LPELR-21445 (CA); *C.F.A.O. v. George Luba* (1918)3 N.L.R 67; *Hygeia HMO v. Simbo Ukiri* (unreported: NICN/LA/454/2013) and *Afropim Engineering Construction Nigeria Limited v. Jacques Bigouret* (2012) FWLR (Pt. 622) 170

In that case, the defendant worked as a spare parts specialist manager of the plaintiffs. The defendant was restrained by a contractual covenant for one year, after his employment must have been determined, from establishing his own business or entering other employment in any capacity in the business of engineers, merchants or nature of any other business being done by the plaintiffs with a radius of fifty miles from any trading station in West Africa managed or owned by the plaintiffs. The Federal Supreme Court in affirming the trial judge's decision that the covenant was reasonably necessary for the protection of the business interests of the plaintiffs/respondent, hence enforceable.

The interest of the employee has been held by the court to be a continued interest in ability to continue to earn a living.[123] This include his interest to continue to be employable, employed and able to put his skill to optimal use in contributing to his immediate environment.[124] In essence, an employee has a continued interest in his ability to continue to earn a living.[125]

It is a well-established principle of law when it comes to master and servant relations, that a covenant in restraint of trade is viewed by the courts with utmost precaution[126] as all interference with the individual freedom of action in trading, and all restraints of trade,[127] if there is nothing more, are considered contrary to public policy and therefore considered void.[128] It was held in *Union Trading Co. Limited v. I. Hauri,*[129] that an agreement will be against public policy if it is in restraint of trade.

## IV. ANALYSING THE CIRCUMFERENCE OF THE REASONABILITY REQUIREMENT

The enforceability of a restraint clause is dependent on its reasonableness from the point of view of the parties involved and the public.[130] What is considered reasonable is dependent on the facts which must be decided by the court in a given case.[131] The courts have had to

[123] (n.5)
[124] (n.5)
[125] *7th Heaven Bistro Limited v. Amit Desphande* Suit No: NICN/LA/396/2015 judgement delivered on 27 September,2018
[126] (n.24)
[127] *Hivac Ltd. v. Park Royal Scientific Instruments Ltd.* (1946) Ch. 169.
[128] See, (n.31)
[129] (1940) 6 WACA 148
[130] C.K., Agomo, Nigerian Employment and Labour Relations Law and Practice. (Lagos: Concept Publications Limited. 2011). 128.
[131] A. Emiola, Nigerian Labour Law. (Fourth Edition. Ogbomoso: Emiola (Publishers) Limited.2008). 63

intervene and determine what is considered reasonable in the interests of the parties involved. In *C.F.O.A. v George Leuba*,[132] the court considered the reasonableness of a restraint clause which provided that the defendant was not to take part under any title…in any commercial or industrial enterprise in West Africa during a period of two months from the moment… and held that such a provision was void as it was in restraint of trade or employment. Also, the reasonability of a restraint clause was determined in *Anglo-African Supply Co. Ltd. v. John Benvie*,[133] where the plaintiffs employed the defendant as a 'timber assistant.' A clause restraining the defendant from engaging directly or otherwise in any business in competition with the timber business of the plaintiffs was included in a written agreement. The restraint clause was to be effective for six months after the defendant must have stopped working for the plaintiffs. The employment of the defendant was terminated and he began a timber business in places he had worked for the plaintiffs. The Plaintiffs thereafter sought an order of the court to enforce the terms of the agreement wherein the defendant was expected to pay the plaintiffs' company the sum of £5 as liquidated damages for each day the breach occurred. The court held that that clause was void, hence it was unenforceable as the restrain clause was unreasonably wide as regards its geographical ambit and unreasonably comprehensive as regards the business from which the defendant was to be excluded.

While an employer may not absolutely be able to protect himself from competition, he can seek to protect his trade secrets and business connections.[134] An employer can protect himself against the disclosure or use by an employee who holds a confidential position and has access to his employer's trade secrets, contacts of customers and other information of upmost confidentiality. In such an instance, a reasonable restraint imposed is valid.[135] In essence, the court will uphold a restraint of trade on an employee who has access to confidential information than it would for an employee who has no access to such information.[136] The court in *M. &S. Drapers v. Reynolds,*[137] held that the restraint which was imposed on a collector sales man was unreasonable. On the other hand, the court in *Plowman (G.W.) & Co. Ltd v. Ash*[138] considered

[132] (1918) 3 N.L.R. 67
[133] (1937) 13 N.L.R. 158
[134] A. Emiola, Nigerian Labour Law. (Fourth Edition. Ogbomoso: Emiola (Publishers) Limited.2008)64.
[135] *Leontaritis v. Nigerian Textile Mills Ltd.* (1967) NCLR 114, 123; See (n.24)
[136] A. Emiola, Nigerian Labour Law. (Fourth Edition. Ogbomoso: Emiola (Publishers) Limited.2008) 65.
[137] (1956) 3 All E.R. 814
[138] (1964) 2 All E.R. 10.

the restraint on a sales representative to be valid because he was placed in a position to attract his employer's customers.

The court will not uphold any restraint which is premised on the protection of an employer from mere competition.[139] In *John Holt & Co. (Liverpool) Ltd. v. Chalmers,*[140] the court held that the restriction made against the employee was beyond that which was considered necessary for the protection of the interests of the covenantees and was unreasonable. In that case, the employers and the employee entered into a contract wherein the employee was not to conduct business or serve anyone in business after leaving the services of the employer within a wide area without obtaining the employers' consent.

A covenant in restraint of trade may be considered unreasonable and thus unenforceable in certain instances if the geographical area covered by it went beyond the geographical area within which an employer's businesses are carried on. n an English case, *Commercial Plastics Ltd. v. Vincent,*[141] the plaintiff carried on the business of manufacturing of P.V.C. calendaring and the defendant served as the company's research technologist. The covenant in restraint of trade as contained in the employment contract of the defendant stated that due to the highly technical and confidential nature of his employment, the defendant would not take employment with any of the competitors of the plaintiffs in the specialized field of the P.V.C. calendaring, a special field of the plastic industry the plaintiff was involved in. It was held by the English Court of Appeal that notwithstanding that the plaintiff seemed to have important confidential information, for which they reasonably might claim protection by suitably limited provision, the RTC was not enforceable as it was potentially a world-wide restriction whereas the operations of the plaintiff company were limited to the United Kingdom.

Holding a contrary few to the decision above, Lord Denning opined in *Littlewoods Organisation v. Harris*,[142] that the Court of Appeal placed an unduly restrictive construction on RTC in the *Commercial Plastics Ltd. v. Vincent.*[143] According to him, justice would have been done if the clause had been construed in a way as would have limited the clause to the plaintiff's competitors in the United Kingdom. This he premised on the reasoning of the court

[139] A. Emiola, Nigerian Labour Law. (Fourth Edition. Ogbomoso: Emiola (Publishers) Limited.2008). 65
[140] (1918) 3 N.L.R. 77
[141] (1964) 3 All E.R. 546
[142] (1978) 1 All E.R. 1026.
[143] See (n.54)

in *Haynes v. Domain,*[144]where the court, per Lindley M.R., held that, agreements in restraint of trade, just like any other agreement must be construed with reference to the object sought to be obtained by them. The position of the court in this instance should be considered a modification for the above principle which should not be treated as absolute in itself as this raised the question of what if the employer's business requires global restraint, will it be unreasonable to uphold the same in the light of globalisation especially the rise of AI and online businesses?

Therefore, in a situation where parties voluntarily entered into an agreement, even if as a whole it is in restraint of trade, the court might be reluctant to strike such out. If the provisions are severable, the court will try to remove the offending provision and save the rest. This doctrine of severance finds its expression where a covenant contains two or more terms where one of them is of undue restraint of trade. The court will salvage all that can be saved from such transaction.[145] The doctrine of severance was applied in *Scorer v. Seymour-Johns*,[146] where the defendant who was employed as a negotiator clerk in the plaintiff company's Kingsbridge office, after his dismissal sent up a business as an auctioneer and estate agent with five miles of his former employer's company. The business was set up in contravention of a covenant not to operate as an auctioneer, an estate agent or surveyor within five miles of the company's Kingsbridge and Dartmouth offices. The court held that, while the restriction provision regarding Kingsbridge was reasonable, that of the Dartmouth must be severed and struck off since the defendant could not possibly attract the company's clients in Dartmouth.

As restraints come in various forms and it is not uncommon for its various manifestations to appear as separate items in the same covenant.[147] If the provisions are severable, the court will try to remove the offending provision and save the rest. This doctrine of severance finds its expression where a covenant contains two or more terms where one of them is of undue restraint of trade. The court will salvage all that can be saved from such transaction.[148] Therefore, in instances where two terms are so inter-related as to make severance impossible without re-writing or destroying the agreement the contact will fail. This principle was

[144] (1899) 2Ch 13 at PP.25-26.
[145] A. Emiola, Nigerian Labour Law. (Fourth Edition. Ogbomoso: Emiola (Publishers) Limited.2008). 67.
[146] (1966) 3 All E.R. 347
[147] C.K. Agomo, Nigerian Employment and Labour Relations Law and Practice. (Lagos: Concept Publications Limited 2011) 128.
[148] A. Emiola, Nigerian Labour Law. (Fourth Edition. Ogbomoso: Emiola (Publishers) Limited.2008).67.

reinforced in *Anglo-African Supply Co. Ltd v. Benvie*,[149] where the court held that it was unable to sever the terms because no provision of the clause could be severed. The doctrine of severance was equally applied in *Scorer v. Seymour-Johns*,[150] where the defendant who was employed as a negotiator clerk in the plaintiff company's Kingsbridge office, after his dismissal sent up a business as an auctioneer and estate agent with five miles of his former employer's company. The business was set up in contravention of a covenant not to operate as an auctioneer, an estate agent or surveyor within five miles of the company's Kingsbridge and Dartmouth offices. The court held that, while the restriction provision regarding Kingsbridge was reasonable, that of the Dartmouth must be severed and struck off since the defendant could not possibly attract the company's clients in Dartmouth. In instances where two terms are so inter-related as to make severance impossible without re-writing or destroying the agreement the contact will fail. This principle was reinforced in *Anglo-African Supply Co. Ltd v. Benvie*,[151] where the court held that it was unable to sever the terms because no provision of the clause could be severed.

In applying the doctrine of severance, the Court of Appeal seems to have a different perspective to this principle as held in *The La Casera Company Plc v Mr. Prahlad Kottappurath Ganghadaran,*[152] where in its decision, which reversed in part, the earlier finding of the NICN.[153] A clause in Mr. Ganghadaran's contract of employment with the La Casera Company Plc, the Appellant, contained two distinct restraints, first of a restriction preventing the Respondent from accepting any job *"in the same or similar field in Nigeria for a period of five (5) years*" following the termination of his employment; and a further restriction preventing him, after those five years, from working *"for any competing companies in the beverages, soft drinks, and table water industry in Nigeria"* indefinitely. While the NICN struck down the entire clause and considered it as being unreasonable, contrary to public policy, and therefore void, the Court of Appeal affirmed the invalidity of the perpetual restriction, it upheld the 5-year restraint, and held that the first segment was neither excessive nor contrary to public policy.

[149](1937) 13 N.L.R. 158
[150] (1966) 3 All E.R. 3472026
[151](1937) 13 N.L.R. 158
[152] (Unreported) Appeal No. CA/L/1059/2016, judgment delivered on 9 July, 2025
[153] (Unreported) Suit No. NICN/LA/533/13 judgement delivered on 17 March, 2016

From this decision of the appellate court in approving a five-year restraint as reasonable and valid despite the fact that there is no precedent for that in Nigeria or any other common law jurisdiction, thereby not limiting the restrictive duration to not more than two years as provided for in the FCCPA, 2018, it can be inferred that the court has made attempts at creating a balanced framework which serves the interests of justice while promoting both commercial and economic certainty and freedom of individuals in Nigerian employment relations.[154]

Further, in determining the reasonableness of a restraint clause, the status of an employee in his employer's business as well as the nature of the business may be considered relevant. As every employer has a proprietary interest in his trade secrets and he is entitled to some legal protection over same, if an employee holds a sensitive position in the business or has access to information considered to be confidential, an employer will want to protect his organisational interests. Asides the capital funds invested and time to develop, trade secrets are important tools for creating competitive advantage in the drive for market share.[155] This has necessitated employers of labour to develop adopt different means of safeguarding their trade secrets against unauthorised disclosures by employees.[156] These protective measures include the insertion of various restrictive clauses on restraints of trade in their employees' contract of employment and or having a complete document of employee non-disclosure agreement. The need to protect an employer against an employee's breach of his obligation of fidelity which forms the substratum of the employment contract through restraint of trade/employment can only be considered fair in the interest of such an employer.[157]

[154] Tokunbo Davies and Akinloluwa Tokede. A paradigm shift in doctrine of restraint of trade: A review of La Casera and Prahlad decision**.** (2025) https://guardian.ng/features/law/a-paradigm-shift-in-doctrine-of-restraint-of-trade-a-review-of-la-casera-and-prahlad-decision/ Accessed 26 February 2026

[155] Bimbo Atilola; "*Restrictive Covenants and Expatriate Employment in Nigeria"* in Bombo Atilola Ed. *Managing Expatiates in Employment (*Hybrid Consult, 2016).

[156] Bimbo Atilola; "*Restrictive Covenants and Expatriate Employment in Nigeria"* in Bombo Atilola Ed. *Managing Expatiates in Employment (*Hybrid Consult, 2016).

[157] D.T. Eyongndi and Lawrence O. Oyeniran "Enforceability of Restraint of Trade Agreement under Nigerian Labor Jurisprudence: *Irokotv.Com Ltd. v. Ugwu* in Perspective" (2022). *14*, 51-70. *Jimma University Journal of Law* https://doi.org/10.46404/jlaw.v14i0.4322

## V. THE STANCE OF THE NATIONAL INDUSTRIAL COURT OF NIGERIA (NICN) ON THE DOCTRINE OF RESTRAINT OF TRADE

The Constitution of the Federal Republic of Nigeria, 1999, (Third Alteration) Act, 2010, Section 254C (1)(f) confers on the National Industrial Court of Nigeria, to the exclusion of any other Court, in civil causes and matters jurisdiction within the purview of, or connected with, unfair labour practice or international best practices in labour, employment and industrial relations matters. [158]

The NICN has overtime made its position known on the doctrine of restraint of trade and has in a plethora of cases maintained that a contract that is contrary to public policy cannot find support for its enforcement through the judicial process and such restraint is unenforceable as being contrary to the public policy of promoting trade and business unless the restraint of trade is reasonable to protect the interest of the purchaser of a business and hence void *ab initio*. This was established by the NICN, when it refused to uphold a covenant in RTC in *iROKOtv.com Limited v. Michael Ugwu*.[159] The NICN declared *iROKOtv Ltd*.'s restraining clauses contained in the company's Employee Non-Disclosure Agreement as illegal, invalid and unenforceable. Hence it declined providing a platform for its enforcement for being covenants in restraint of trade and against public policy. In that case, the Claimant employed the Defendant in the United Kingdom through a Contract of Employment dated 10 October, 2011, but with the mandate to work in its Nigerian office. The Defendant subsequently relocated from the United Kingdom to Nigeria with his family, and he resumed with the Claimant on 1 October 2011. After the Claimant had paid the Defendant his salary for October and November 2011, the Claimant told the Defendant to execute an Employee Non-Disclosure Agreement (ENDA) dated 1 December, 2011 and the Defendant executed the ENDA without any complaint. Instructively, the ENDA had two clauses containing a covenant in restraint of trade, which provides that the Defendant would not set-up competing businesses while still in the Claimant's employment, and he would not work with Claimant's clients for one year from the termination of his employment. The Claimant terminated the Defendant' s employment sometime in October 2013 on the ground that the Defendant had breached the terms of the ENDA, which formed part of his contract of employment. The Claimant commenced a lawsuit

[158] See (n.38)
[159] (Unreported)SUIT NO: NICN/LA/169/2015 delivered on 12 November, 2020

against the Defendant at the NICN for soliciting its clients whom he got to know by his employment with the Claimant and for breaching the provisions of the ENDA. The Defendant, however, claimed that the execution of the ENDA was an unfair labour practice, as he executed the ENDA under duress since he was in an unequal bargaining position with the Claimant. He also counterclaimed for his unpaid salary for October 2013 and the wrongful termination of his employment. The NICN held that the conduct of the Claimant in attempting to change the terms of the Defendant's employment by introducing the ENDA two months after he had resumed with the Claimant amounts to an unfair labour practice and that the ENDA was contrary to public policy. The Court further held that the Claimant was unable to establish that it had any legitimate interest, which was capable of being protected by the ENDA, as it failed to show how the Defendant made use of its trade secret or solicit its clients. The NICN further held that it was not in the interest of the public for a citizen or resident of a country to be disallowed from legitimate use of his skill and being gainfully employed. The court ordered the defendant to pay its former employee, his unpaid salary and in lieu of disengagement.[160]

Similarly, in *7th Heaven Bistro Limited v. Amit Desphande*[161] the NICN found a restraint clause in an employment contract that barred the employee from accepting employment with any other employer in Nigeria for three years after termination of employment or resignation as inhuman, stifling, and an unfair labour practice as it more or less sought to place an employment embargo on the employee for a period of 3 years both within and outside of Nigeria. Such a prolonged restriction on the employee's ability to secure new employment was considered unreasonable and unjustifiable.

It can be garnered from the reasonings of the court above that within the context of the facts of a given case, an employer is obliged to prove that it has an interest which is capable of being protected; that the restraint on an employee is reasonable and that it is not contrary to public policy or interest as[162] RTC are only enforceable when they effectively seek to protect the goodwill of an employer.[163] If it is contrary to public policy or interest it means it negatively

[160] The above principles had earlier been established by the NICN in *The La Casera Company v. Mr. Prahlad Kottappurath Gangadharan*, Suit No: NICN/LA/533/2013 (judgement delivered on 17 March, 2016), although the Appellate Court made a partial departure from the reasoning behind the NICN's decision in that case.
[161] See (n.71)
[162] (n.5)
[163]Elizabeth Olalekan. The Role of Restraint of Trade Clauses in Employment Contracts. (2025) https://www.mondaq.com/nigeria/contract-of-employment/1579622/the-role-of-restraint-of- trade-clauses-in-employment-contracts Accessed 26 February 2026

affects the very foundation of the public.[164] However, public policy does not require so serious a consequence to be attached to mere want of accuracy in expression. It was held in *Haynes v. Domain*[165] that to hold an agreement entirely illegal and void is to lose all sense of proportion, and it is neither necessary for the protection of an employee or the public.

Notably, while the National Industrial Court of Nigeria has upheld covenant in RTC in some cases, it has also refused to enforce the clause in some other cases. In *Studio Press (Nig.) Plc. v. Garnesh Kadoor & Anor,*[166]the NICN enforced a RTC. In that case, the NICN held both a former employee and his new employer liable to the previous employer for a breach of the RTC contained in the former employee's contract of employment since he secured another job contrary to the RTC in his previous offer of employment contract. The Employer/Claimant established that the former employee was a custodian of all its customers' profile, artwork, design and other confidential information and trade secrets, which constitute the life wire of the business. The Claimant further established that the former employee had deleted vital information from one of his official computers and changed the password in his official computer to prevent the Claimant from gaining access to the sensitive information required for manufacturing on the second official computer. The Claimant succeeded as he was able to prove the reasonability of the two-year restraint clause in the former employee's offer of employment contract.

The above cases buttress the position of courts which have consistently held that clauses in restraint of trade are *prima facie* illegal and unenforceable unless they are reasonable for the purpose of protecting the business interest of the employer, and are not contrary to public policy.[167]

[163]Elizabeth Olalekan. The Role of Restraint of Trade Clauses in Employment Contracts. (2025) https://www.mondaq.com/nigeria/contract-of-employment/1579622/the-role-of-restraint-of- trade-clauses-in-employment-contracts Accessed 26 February 2026

[164] (n.5)

[165] See (n.57)

[166] (Unreported) NICN/LA/144/2015 judgment delivered on 18 March, 2016

[167]Josephine Tite-Onnoghen, Gift Ejimofor and Jelilat Mustapha. Employment & Labour Laws and Regulations 2025-Nigeria. 2025. https://www.globallegalinsights.com/practice-areas/employment-and-labour-laws-and-regulations/nigeria/Accessed March 2 2026

## VI. POSITION OF THE LAW UNDER THE FEDERAL COMPETITION AND CONSUMER PROTECTION ACT (FCCPA), 2018

In Nigeria, the general rule before the enactment of the Federal Competition and Consumer Protection Act (FCCPA), 2018 was that an employer must show that the restraint seeks to protect his business interest and it is not contrary to public policy. If a party breaches a restraint clause, the other party can seek enforcement through the Court. To assess the reasonableness of the restraint, the Court will evaluate whether the party imposing it has a legitimate interest that needs protection.[168]

The common law principle against restraint of trade was laid down in the *locus classicus Nordenfelt v Maxim Nordenfelt,*[169] where the Court held that all clauses in restraint of trade are contrary to public policy hence, *void ab initio* except there are special circumstances justifying such clauses. However, with the enactment of the FCCPA, 2018, there appears to be a paradigm shift, but not a total departure from the position of the common law, in the legal principles governing restraint of trade in Nigeria.[170]

The FCCPA, 2018 is the main legislation governing consumer protection and competition regulation in Nigeria.[171] Section 1 of the Act makes provisions for its objectives, which include, the promotion and maintenance of competitive markets in the Nigerian economy ; promotion of economic efficiency ; protection as well as promotion of the interests and welfare of consumers by providing wider variety of quality products at competitive prices for consumers; prohibition of restrictive or unfair business practices which prevent, restrict or distort competition or constitute an abuse of a dominant position of market power in Nigeria ; as well as to contribute to the sustainable development of the Nigerian economy. Further, Part VIII of the act makes provisions on restrictive agreements. Section 59 of the FCCPA, 2018 prohibits agreements in restraint of competition. According to this section:

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[168] Bridgeforte . Has restraint of trade become enforceable in Nigeria? – An examination of the legal regime under the Federal Competition and Consumer Protection Act. https://bridgeforteattorneys.com/wp-content/uploads/2020/12/BFA-Article-Has-Restraint-of-Trade-Become-Enforcea ble-in-Nigeria-003-2.pdf Accessed 26 February 2026

[169] (n.31)

[170] Bridgeforte. Has restraint of trade become enforceable in Nigeria? – An examination of the legal regime under the Federal Competition and Consumer Protection Act. https://bridgeforteattorneys.com/wp-content/uploads/2020/12/BFA-Article-Has-Restraint-of-Trade-Become-Enforcea ble-in-Nigeria-003-2.pdf Accessed 26 February 2026

[171] FCCPC. FCCPA. 2026. https://fccpc.gov.ng/resources-library/fccpa/ Accessed February 19, 2026

> *"Any agreement among undertakings or a decision of an association of Undertakings that has the purpose of actual or likely effect of preventing, restricting or distorting competition in any market is unlawful and, subject to Section 61 of this Act, void and of no legal effect."*

Some of the prohibited acts include direct or indirect fixing of purchase and selling price of goods and services, dividing markets, limiting and controlling production or distribution of any goods or services.

Section 60 outlines the exceptions to restrictive agreements in form of authorized agreements which are allowed by the (Federal Competition and Consumer Protection Commission**)** FCCPC such as agreements which improve the production or distribution of goods and services while allowing consumers a fair share of the resulting benefits, while Section 68 of the Act lists out the exceptions to restrictive agreements as follows:

> *(a) Combinations or activities of employees for the reasonable protection of employees;*
> *b) Arrangements for collective bargaining on behalf of employers and employees for the purpose of fixing minimum terms and conditions of employment;*
> *c) Activities of professional associations designed to develop or enforce standards of professional qualifications;*
> *d) A contract or an arrangement amongst partners in so far as it contains provisions in relation to the terms or conduct of the partnership or in relation to competition between the partnership and a party to the Contract;*
> *e) A contract of service in so far as it contains provisions by which a person agrees to accept restrictions as to work whether as an employee or otherwise in which that person may engage during or after the termination of the contract and this period shall not be more than two (2) years;*
> *f) A contract for the sale of a business or shares in the capital of a body corporate carrying on business in so far as it contains a provision that solely for the protection of the purchases in respect of the goodwill of the body corporate.*

As can be inferred from the above, while the FCCPA, 2018 makes no direct provisions on restraint of trade in employment relations, the implication of Section 68(e) of the FCCPA,2018 is where a contract of employment of service contains provisions whereby a party agrees to accept restrictions to work as an employee or otherwise in which he may engage during or after the termination of his contract with his employer, as far it does not exceed 2 years, such restrictions will be enforceable. In essence, the FCCPA, 2018 permits an employer to restrict the liberty of an employee with regard to future employment insofar as the restraint clause does not exceed two

years. This is a shift from the reasonability requirement explained previously which has been a product of case law over the years. It, therefore, follows that employers in Nigeria can restrain an employee's employment liberty, but it must not exceed two years. It is, however, be drawn from the plethora of cases that in addition to this two-year criterion, the court may still consider the reasonability factors when called upon[172] as the inclusion of the 2-year ceiling in Section 68(1)(e) of the FCCPA,2018 has been considered as a direct legislative expression of what Nigerian public policy considers to be reasonable, as it even goes so far as to forego the reasonableness requirement in favour of a strict numerical limit.[173]

The NICN in determining if the Claimant in *GPAY Instant Solutions Limited v Mrs. Julie Idahosa*[174] was entitled to Orders of Perpetual Injunction, permanently restraining the Defendant, as prayed, from directly or indirectly soliciting for, advising or providing information of the Claimant to its clients or recruiting any staff of the Claimant, made reference to section 59 of the FCCPA, 2018 which provides that, "*any agreement among undertakings or a decision of association of undertakings that has the purpose of actual or the likely effect of preventing, restricting or distorting competition in any market is unlawful and subject to Section 61 of the Act, void and of no legal effect whatsoever."* This provision the court buttressed with Section 61 of the Act, which stipulates that *"an undertaking or association of undertakings shall not request another undertaking or association of undertakings to refuse to sell or purchase any goods or services with the intention of harming certain undertakings*." The court found the prayer for such reliefs to be unlawful as they were considered offensive to sections 59 and 61 of the FCCPA, 2018.

From the provisions of the FCCPA, 2018 restricting competition in a business venture, can the legislature limit the contracting ability of Nigerians when the courts have held that there is freedom of contract and especially, where the court exists to ensure that in contracting, vulnerable parties are not prejudiced? The propriety of sections 59 and 61 of the FCCPA, 2018 with relations to putting a lid on the number of years a restraint can be made still need to be revisited. This reasoning

[172]Elizabeth Olalekan. The Role of Restraint of Trade Clauses in Employment Contracts. (2025) https://www.mondaq.com/nigeria/contract-of-employment/1579622/the-role-of-restraint-of- trade-clauses-in-employment-contracts Accessed 26 February 2026

[173] Folabi Kuti, 2025. When the Court Binds to a 5-Year Bargain: A Critique of the Court of Appeal's Decision in The *La Casera Company Plc v Mr. Prahlad Kottappurath Ganghadaran*. (2025). https://dnllegalandstyle.com/dnl/when-the-court-binds-to-a-5-year-bargain-a-critique-of-the-court-of-appeals-decision-in-the-la-casera-company-plc-v-mr-prahlad-kottappurath-ganghadaran/ Accessed 26 February 2026

[174] (Unreported) Suit No. NICN/PHC/119/2024. Judgment delivered on 25 April 2024.

is underpinned by an old English leading case of *Mitchel v. Reynolds*[175], where Lord Smith L.C, stated thus -

> "... it is the privilege of a trader in a free country, in all matters not contrary to law, to regulate his own mode of carrying it on according to his own discretion and choice. If the law has regulated or restrained his mode of doing this, the law must be obeyed. But no power short of the general law ought to restrain his free discretion".

## VII. CONCLUSION AND RECOMMENDATIONS

Under common law a party has the right to protect a legitimate interest however he must be able to show that he has some proprietary interest(s) worthy of protection and against what he is entitled to have them protected.[176] An employer who seeks to enforce the doctrine of restraint of trade must show that such a clause is designed for the protection of some exceptional proprietary interest(s) of the employer.[177] Such an employer must go further to show the mischief from which he seeks to protect such proprietary interest(s) as well as the restraint clause he has put in place to safeguard such interest passes the reasonability test as to the duration of time and geographical scope to which his employee is limited.[178] As such the burden is on an employer to prove to the Court by credible and cogent evidence that a restraint clause provision is reasonable.[179]

A RTC will be unenforceable if it is shown as being contrary to the public policy of promoting trade and business unless the restraint of trade is reasonable to protect the interest of the purchaser of a business and hence void *ab initio*.[180] What is considered reasonable depends on the facts of each case; and the court is generally guided by the scope of the restraint imposed on the defendant in terms of its geographical ambit and the comprehensiveness of the business from which the defendant is restrained, as well as the duration of the restraint.

A RTC is generally not enforceable against an employee of a company under Common Law. Overtime, Nigerian courts have recognised that RTC may be enforceable where such satisfy

[175] (1711) P Wms 181, 24 ER 347
[176] A.N. Nwazuoke, Introduction to Nigerian Labour Law. (Ago-Iwoye: The Department of Public Law and Jurisprudence, Faculty of Law, Olabisi Onabanjo University. 2001) 38
[177] See (n.34)
[178] C.K. Agomo, Nigerian Employment and Labour Relations Law and Practice. (Lagos: Concept Publications Limited. 2011)128.
[179] (n.38)
[180] (n.24)

the reasonableness test established in Common Law jurisprudence.[181] Therefore, while the NICN has upheld covenant in RTC in some cases, it has also refused to enforce the clause in some other cases. As noted in this article, a RTC will only be held to be reasonable by the court when considered against the interest of the parties on the one hand and interest of the larger public on the other hand. In essence, the reasonability of a restraint clause must satisfy three main conditions of: the interest of the employer; the interest of the employee and the interest of the public.

A covenant aimed solely at protecting the interest of an employer against competition from persons whom he once employed in contract of service is enforceable.[182] Generally, the attitude of the court to a clause it considers unreasonable and contrary to public policy and there an illegal and invalid contract is not to enforce it. Thus, a contract that is contrary to public policy cannot find support for its enforcement through the judicial process.[183] A clause will not be enforced by the courts unless it meets a twofold test that it is reasonable as between the parties; and it is consistent with the interests of the public.[184]

The success or otherwise of an employer's defence of RTC rests on his ability to prove the reasonableness of the clause. For the courts to consider a RTC as reasonable, the onus lies on an employer to prove that it has an interest, which is capable of being protected by the covenant in restraint of trade. He must prove that such clause is not contrary to public policy. The need to prove such reasonableness is important as the court can only act on the basis of hardcore evidence and must remove itself from the realms of speculations.[185] If the employer is unable to discharge such burden, the clause restraining an employee will be considered unreasonable, contrary to public policy and therefore an illegal and invalid contract which the Court will not and cannot enforce. [186]

While parties to a contract have such liberty to decide the terms that guide their contractual relations, an employer must ensure that a restraint clause is not stricter than is necessary for protecting the legitimate interest of his business. An employer must ensure that it is not injurious

[181] Tokunbo Davies and Akinloluwa Tokede. A paradigm shift in doctrine of restraint of trade: A review of La Casera and Prahlad decision**.** (2025) https://guardian.ng/features/law/a-paradigm-shift-in-doctrine-of-restraint-of-trade-a-review-of-la-casera-and-prahlad-decision/ Accessed 26 February 2026

[182] A.N. Nwazuoke, Introduction to Nigerian Labour Law. (Ago-Iwoye: The Department of Public Law and Jurisprudence, Faculty of Law, Olabisi Onabanjo University. 2001) 39

[183] (n.5)

[184] See Murgitroyd & Company Ltd. v. Purdy **(**2005) IEHC 159

[185] *Otunba Samuel v. Mr. Osulade* (2010) LPELR-CA/I/196/07

[186] (n.5)

to the interest of the employee, hence he must guard against placing oppressive restrictions that unduly limit an individual's economic freedom. This is because Nigerian courts will be reluctant to enforce restraints which merely prevent competition for the employer but violate another individual's rights to work and make a livelihood.

Further, it is consequential for an employer to show that the covenant in restraint of trade is not contrary to public policy and public interest.[187] Hence, it is important to for those clauses to precisely align with the unique circumstances of the employer's form of business thereby ensuring that such clauses are drafted to meet specific business needs without going against the interests of others.[188]

An employer must A RTC will only be held reasonable by the courts when considered, on one hand, against the interest of the parties and, on the other hand, interest of the larger public. The reasonability test must satisfy three main conditions of having the interest of the employer; the interest of the employee as well as the interest of the public.[189] Further, flowing from the decision of the court *iROKOtv.com Limited v. Michael Ugwu*,[190] employer must ensure that the contract containing the covenant in restraint of trade is executed by the employee before the commencement of employment and not after the employee has resumed.

The courts must take into cognisance that the time duration of the restraint of trade must be attuned with the economic realities and economic inequality between parties. The reasonableness of a RTC should be tested by reference to the position as of the date on which the restraint clause was made and the peculiarities of the employer's nature of business. Hence, while the FCCPA,2018 suggests a period shall not be more than two (2) years for the operative duration of a RTC, the courts should assess the duration based on the peculiarity and nature of an employer's business in ascertaining the reasonableness or otherwise of a restraint clause.

[187] AbduSalaam Abbas and Co. Enforcement of non-compete and non-disclosure clauses in a contract of employment: a review of the NICN's decision in *iROKOtv.com limited v. Michael Ugwu* (unreported) Suit No: NICN/la/169/2015 delivered on 12 November 2020. (2024) https://abdu-salaamabbasandco.com/enforcement-of-non-compete-and-non-disclosure-clauses-in-a-contract-of-employment-a-review-of-the-nicns-decision-in-irokotv-com-limited-v-michael-ugwu-unreported-suit-no-nicn-la-169-2015/ Accessed 25 February 2026

[188] Elizabeth Olalekan. The Role of Restraint of Trade Clauses in Employment Contracts. (2025) https://www.mondaq.com/nigeria/contract-of-employment/1579622/the-role-of-restraint-of- trade-clauses-in-employment-contracts Accessed 26 February 2026

[189] (n.38)

[190] (n.38)