

THE ROLE OF A JUDGE IN PLEA BARGAIN IN ACCORDANCE WITH THE ADMINISTRATION OF CRIMINAL JUSTICE ACT (ACJA) 2015

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Abstract

As plea bargaining become part of our laws in Nigeria, it is therefore important to put it on spotlight to attract public criticism and observations especially from the experts in the administration of justice in order to develop the law in future legislation amendment. Furthermore, in order to simplify accessing, extractions and articulations of the law from the Act by the judges and other key players in the administration of justice, these are basic reasons for the choice of the topic. The paper used doctrinal method of research to offer a brief discussion on the meaning of the plea bargaining and further traced the historical background of plea bargaining in Nigerian legal system. It also looks at plea bargaining practices in other jurisdictions, highlighting advantages and disadvantages and types of plea bargain. It paper further succinctly itemised the roles of a judge in plea bargain as enshrined in the Administration of Criminal Justice Act (ACJA) 2015, and finally analysed the controversy concerning section 270 (18) of the ACJA 2015 in relation to its constitutionality.

Keywords: Role; Judge; Plea Bargain; ACJA, 2015.

1. Introduction

Plea bargain is an innovation that was embedded in Administration of Criminal Justice Act 2015 in its both nomenclature and principles. This entails agreement between a prosecutor and a criminal defendant, whereby the defendant pleads guilty to a lesser offence or to one of the multiple charges in exchange for some concession by the prosecutor, usually a more lenient sentence or a dismissal of the other charges.¹ Before the introduction of plea bargain in Administration of Criminal Justice Act (ACJA) 2015, plea bargain partially existed in some of our extant statutes without clear definitions and procedure. Due to complication and difficulties in prosecuting and securing conviction especially in high profile cases, plea bargain became indispensable tool in administration of criminal justice. This had been the practice in many years ago, and in many jurisdictions including U.S.A., notwithstanding their strong institutions of investigation and prosecution.

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¹ Black's Law Dictionary 8th edition, 1190

2. Definitions of the Key Terms

Role means the position or purpose that someone or something has in a situation, organisation, society or relationship. In other words, it is the duty or use that someone or something usually has or is expected to have. Role is the function assumed or part played by a person or thing in a particular situation.

A judge is a public officer vested with the authority to hear, determine, and preside over legal matters brought in a court of law.² Judge plays an active role during the trial, controlling the way the case is conducted in accordance to relevance law and practice. As the case progresses, the judge makes notes of the evidence and decides on legal issues, whether evidence is admissible. Finally, the judge applies laws on the facts and evidence presented to him on the course of trial and decides whether the defendant is guilty or not. The standard of proof to establish before a judge varies depending on whether the case is criminal or civil. In case of criminal matters, the judge either acquits the defendant or finds him guilty beyond reasonable doubt. However, in the civil matters, the judge orders defendant who is liable for act of wrongdoing to pay damages.

Plea Bargain is a combination of two words ‘plea’ and ‘bargain’. Plea means to bring forward one’s excuse, justification, defence while bargain means to arrive at agreement of favourable purchase. According to the Advanced Law Lexicon, plea bargain is a negotiated agreement between a prosecutor and a criminal defendant whereby the defendant pleads guilty to a lesser offence or to one of multiple charges in exchange for some concession by the prosecutor, usually a more lenient sentence or a dismissal of the other charges. A plea bargain is an agreement in which the prosecutor and defendant arrange to settle a case against the latter. This is normally in the form of the defendant pleading guilty or no contest to all or some of their alleged crimes in exchange for concessions by the prosecutor. These concessions may take the form of reduction of the charges, dismissal of charges or limiting the punishment imposed upon the defendant. The prosecutor will then disclose the facts of the case that involve the defendant in a more flattering light.

Administration of Criminal Justice Act (ACJA), 2015 is enacted by the National Assembly of the Federal Republic of Nigeria. The Act is provided for the administration of criminal justice in the courts of the Federal Capital Territory and other Federal courts in Nigeria; and for related matters. The Act is to ensure that the system of administration of criminal justice in Nigeria promotes efficient management of criminal justice institutions, and speedy

² <https://www.britannica.com>judge>

dispensation of justice, protection of the society from crime and protection of the rights and interests of the suspect, the defendant and the victim.³

3. Historical Background of Plea Bargain in Nigerian Legal system

Initially, plea bargain was alien to criminal justice administration in Nigeria but was imported into our justice system by the implication of section 14(2) of the Economic Financial Crime Commission (EFCC) Act, 2004. The section provides that:

Subject to the provision of section 174 of the constitution of the Federal Republic of Nigeria 1999 (which related to the power of the Attorney- General of the Federation to institute, continue, takeover or discontinue criminal proceeding against any person in any court of law), the Commission may compound any offence punishable under this Act by accepting such sum of money as it thinks fit not exceeding the maximum amount to which the person would had been convicted of that offence.

The word “compounding” of offences as used in the Act refers to the power of the Commission to drop some of the charges if the defendant is prepared to give up such sum of money as the Commission may deem fit in accordance with the Act. The EFCC applied the above concept of the Act in many cases; the prominent cases among them are the case of Federal Republic of Nigeria V. Cecilia Ibru. The Commission had charged Mrs Cecilia Ibru with a 25 counts criminal information bothering on financial crimes before the court. However, she entered into a plea bargain with the prosecution and pleaded guilty to a lesser three-count charges. The court thereafter, convicted Ibru on the three charge and ordered the forfeiture of her assets amounting to about N191 billion. She was sentenced to six months on each of the three counts which were to run concurrently. In effect, Mrs Ibru was to only spend six month in jail.

However, plea bargain was first introduced and domesticated into Nigerian legal system with the nomenclature ‘plea bargain’ and with defined principles and proceeding by section 75 of the Administration of Criminal Justice Law of Lagos State 2011 (as amended). The section provides thus:

Notwithstanding anything in the law or in any other law, the Attorney-General of the State shall have the power to consider and accept a plea bargain from a person charged with any offence where the attorney-general is of the view that

³ Y. A George (2017) Administration of criminal Justice Act, (ACJA) 2015 with Explanatory Notes and Cases, Centre for Socio-Legal Studies

the acceptance of such plea bargain is in the public interest, the interest of justice and the need to prevent abuse of legal process.

Finally, Administration of Criminal Justice Act, 2015 (ACJA) was signed into law by President Goodluck Jonathan, on 14th May 2015. The Act contained innovations including plea bargain with full defined principles and procedures. Its jurisdictions covered courts of the Federal Capital Territory and other Federal courts in Nigeria.

4. Plea Bargain in Other International Jurisdictions

As earlier mentioned in the introduction, plea bargain was in practice in different jurisdictions of the world. The paper intends to highlight few jurisdictions and how it operates.

4.1 Plea Bargain in the United States of America

Plea bargain is in practice in the American judiciary since 19th Century. However, Bill of Rights⁴ makes no mention of the practice when establishing fair trial principle in the sixth amendment although the constitutionality of the plea bargain had been constantly upheld there. A practical example is James in 1967, pleaded guilty of assassinating Martin Luther King Jr to avoid executing sentence. He finally got imprisonment of 99 years. Plea bargain is now significantly norm and part of criminal justice in United States. The vast majority of cases are now settled through plea bargain rather than by a jury trial. Many individuals that are accused of crime give up their constitutional right and plead guilty. In the United States of America, plea bargain are subject to approval of the courts, and different state jurisdiction have different rules.

In the Santbello v. New York,⁵ the United States Supreme Court formally accepted that plea bargain was essential for administration of justice and when properly managed, was to be encouraged.

In the landmark judgement in **Bordenkircher V. Hayes**,⁶ US supreme Court held that “a prosecutor did not violate the due process rights of a criminal defendant during plea bargaining by telling the defendant that the prosecutor would return to the grand jury and seek an indictment on a charge carrying a mandatory sentence of life imprisonment if the defendant pleaded not guilty.

4.2 Plea Bargain in India

Plea bargain is not an indigenous concept of Indian legal system. It is part of the Indian recent development of Indian criminal system. It is inculcated in Indian Criminal Justice system

⁴ T. Jefferson :Bill of Rights is what the people are entitled to against every government on earth, general or particular, and what just government should refuse”

⁵ 104 U.S 257 1971

⁶ <https://supreme.justia.com>federal> 434 U.S. 357 (1978)

after considering the burden of long standing cases on the judiciary. It was inserted into criminal law (Amendment) Act, 2005. It allows plea bargain for cases:

- i. Where the maximum punishment is imprisonment for 7 years.
- ii. Where the offenses don't affect socio-economic condition of the country;
- iii. When the offenses are not committed against a woman or a child below 14 are excluded

Plea bargain in accordance to Indian Laws shall be available to the accused who is charged with any offence other than offences punishable with death or imprisonment for life or of an imprisonment of a term exceeding to seven years.⁷ It is also important to note that the judgement delivered by the court in the case of plea bargain shall be final and no appeal shall lie in any court against such judgment except by special leave petition under article 136 writ petition under article 226 and 227 under the Indian Constitution.

4.3 Plea Bargain in England

Plea bargain is in practice in England long time ago but in restricted form. The defence and the prosecution are to negotiate, but judge is completely not to participate in the bargaining. The principle was formally recognised in the 1970s and was derived from case of R v. Turner⁸ which the following extract indicates that while counsel may give advice which includes the likely sentence on a guilty plea, such information is impermissible coming from the court itself. However, this restrictive approach has been changed in the recent case of R v. Goodyear,⁹ the Court of Appeal reconsidered its hard and fast position on sentence indication by the judge. The court drew distinction between an unsolicited indication of sentence from the judge and deliberate request from the accused for an indication of sentence.

Presently in England, there is even a greater impetus to negotiate a sentence indication in light of recent guidelines set by the Sentence Guidelines Council suggesting that defendants who plead guilty should be rewarded with shorter sentences. This means that even the violent criminals would be able to ensure a lighter sentence in case where the evidence against them is overwhelming. The guidelines state that if suspects admit an offence by the time they are arrested, then they entitled to a third off their sentence; if they admit guilt after a trial date is

⁷ <https://blog-ipleaders-in.cdn.ampproject.org/v/sblog.ipleadedr> Concept of Plea Bargaining under the Indian Laws. 12/9/2022 7:41pm.

⁸ (1970) 2 All ER 281

⁹ (2005) 3 All ER 117

set, they can only get a quarter off; and if they plead guilty just before the trial starts, they can receive tenth off.¹⁰

4.4 Plea Bargain in South Africa

Plea bargain has been in practice in the South African justice system for many decades in an informal way, but was not regulated by any statute or policy and was seldom labelled as ‘plea-bargain’.¹¹ This informal and longstanding practice of plea-bargain was formalised in 2001 when the South African Criminal Procedure Act was amended to include a new provision.

The Act codifies the practice of negotiated pleas and at the same time introduces sentence agreements. The Act gave latitude to the parties, that is the prosecutors and the defence counsels to negotiate and agree within the following scopes:

- i. A plea to the main charge but on the basis of lesser culpability;
- ii. A withdrawal of charges against a co-accused on condition that the other accused pleads guilty to the charges;
- iii. A conditional withdrawal of a charge based on an undertaking by the accused to perform certain duties, for example to attend counselling sessions or to do community work;
- iv. The issuing of a notice in terms of section 57A of the Criminal Procedure Act whereby the accused can pay an admission of guilt fine without further appearing in court;
- v. An agreement as to the type of sentence that should be imposed, for example a fine, suspended sentence, suspended sentence with specific conditions for its suspension;
- vi. An undertaking not to seek a sentence of direct imprisonment; An undertaking to request that the accused would be under ‘house arrest’ as opposed to direct imprisonment, an application of section 276(h) of the Criminal Procedure Act; and
- vii. An undertaking as to what facts would be revealed to the presiding officer. All these were embedded in the Act to regulate the practice of the plea bargaining in South Africa.¹²

4.5 Plea Bargain in Australia

In Australia, plea bargain operates in form of informal process by which a prosecuting authority and defence counsel negotiate the charge(s) on which the prosecution will proceed,

¹⁰ <https://open.uct.za>> Plea bargaining in South Africa: Current concerns and Future prospects, <http://www.dailymail.co.uk/pages/live/articles/nwes/news.html>

¹¹ Ibid

¹² Ibid p.211

and/or concessions that may be made by the prosecution in relation to sentencing, including the facts on which sentencing should proceed, with a view to arriving at a mutually acceptable agreement according to which the defendant will plead guilty. It is not a process in which the court has any formal role. The practice has been recognised in case law, if only to identify its limitations in affecting the final outcome of criminal proceedings and to delineate the roles of the parties and the court.

The label attached to the practice will depend on the jurisdiction. The term “plea negotiations” leading to “plea agreements” is preferred in some jurisdiction. Plea negotiations in Australia can be part of a structured case conferencing system managed by a court, but generally they involve informal discussions and correspondence between the prosecution and defence. They can occur at any time before the trial of the charges brought against a defendant, and even after a trial has commenced. It may be, for instance, that the course of the evidence adduced by the prosecution during a trial gives rise to reconsideration.

5. Advantages and Disadvantages of Plea Bargain

In the case of *FRN v. Igbinedion & Ors*, Justice Ogunwumimiju (JCA) enumerated some of the advantages of plea bargain as follow:

- i. Accused avoids the time and cost of defending himself at trial, the risk of harsher punishment, and publicity the trial will involve.
- ii. The prosecution save time and expense of lengthy trial.
- iii. Both sides are spared the uncertainty of going to trial.
- iv. The court system is saved the burden of conducting trial on every crime charge.

Other experts also noted the following as advantages of plea bargain:

- i. It does not allow for aiding larger cases. That is in a plea bargaining agreement, prosecutors will often roll other conditions for the defendant to testify against co-defendant, which help solve larger cases in a prosecution.
- ii. It does not allow maximum sentence.

Disadvantages of plea bargaining are:

- i. It allows presentation of the accused with unconscionable pressure, despite the fact that the process is controlled; there is still chance of being coerced.
- ii. It can lead to poor case preparation and investigation.

6. Types of Plea Bargain

6.1 Charge Bargain

Charge bargain happens when the prosecution allows a defendant to plead guilty to a lesser charge or to only some of the charges framed against him. Prosecution generally has vast

discretion in charges and therefore they have the option to charge the defendant with the highest charges that are applicable. Charge bargain gives the accused an opportunity to negotiate with the prosecution and reduce the number of charges that may be framed against him.

6.2 Sentence Bargain

It happens when an accused or defendant is told in advance what his sentence will be if he pleads guilty. A sentence bargain may allow a prosecutor to obtain a conviction in the most serious charge, while assuring the defendant of an acceptable sentence.

6.3 Facts Bargaining

This involves the defendant pleading in exchange for the prosecutor's stipulation that certain facts would have increased the sentence because of the sentencing guidelines. For example, a defendant was indicted for drug trafficking. The defendant was apprehended with over five kilogrammes of cocaine.

6.4 Prosecution Plea Bargaining

Plea bargaining is sometimes used to describe discussions between the prosecution and an accuser's legal advisers concerning the charges upon which an accused will be presented for trial and including indications that the accused is prepared to plead guilty to certain offences. This may be described as prosecutorial plea bargaining.

6.5 Judicial Plea Bargain

The term plea bargaining also covers discussions in which the trial judge takes part. In such an arrangement, counsel for the accused and the prosecution attend the judge in his private chambers and discuss an arrangement whereby, upon the judge indicating the probable sentence, the accused through his counsel indicates that he will plead guilty. This may be described as judicial plea bargaining.

However, Professor Yemi Akinseye-George, SAN in his work Administration of Criminal Justice Act, (ACJA) 2015 With Explanatory Notes & Cases, stated that three bargaining are contemplated under section 270 of Administration of Criminal Justice Act (ACJA) 2015. These are:

- i. Plea bargaining under 270(2); ACJA 2015
- ii. Plea bargaining under section 270 (3) and (5) ACJA 2015
- iii. Plea Bargaining under section 270 (4) ACJA 2015

6.5.1 Plea Bargaining under Section 270 (2) ACJA 2015 (Targeting the Proceeds of Crime)

The prosecutor must obtain the consent of the victim or representative and the offer must be made during or after the presentation of the evidence of the prosecution but before the presentation of the evidence of the defence. In this kind of offence, the charge involved embezzlement or misappropriation of public funds, the victim is the State or the Government; the consent of the Attorney-General of the Government must be sought and obtained in writing. This is allowed when the evidence of the prosecution is insufficient to prove the offence charged beyond reasonable doubt; and the defendant has agreed to return the proceeds of the crime or make restitution to the victim or his representative.

6.5.2 Plea bargaining under Section 270 (3) & (5) ACJA 2015 (Public Interest)

This type of plea bargaining under the above section emanated as a result of the view of the prosecutor that the offer or acceptance of the plea bargain is in the interest of justice, the public interest, public policy and the need to prevent abuse of legal process. In this kind of plea bargain, the prosecutor shall be guided by the provisions of subsection 270 (5) (a) and (b) (i-ix).

A terrorist may be offered plea bargain so that he may plead to a lesser charge as a means of encouraging him to supply information which could assist in nabbing the kingpins or sponsors of terrorism.

6.5.3 Plea bargaining under Section 270 (4) ACJA 2015 (Pre-arraignment Plea Bargaining)

The prosecutor and the defendant or his legal practitioner under this type of plea bargaining, may before the plea to the charge, enter into an agreement in respect of the sentence to be recommended to the judge and guilty plea by the defendant to the offence charged or to a lesser offence.

7. The Role of the Judge in Plea Bargain

The Judge or Magistrate performs series and different roles in plea bargaining proceeding depending on the situation, and response of one of the parties. Some of the roles played are:

7.1 Neutrality

As our legal system is adversary, the judge is not permitted to actively delve in the matter before the court, but only decide if the evidence that the defence and prosecution lawyers produce is sufficient to prove beyond reasonable doubt that the defendant is exonerated or guilty. They are ideally neutral umpires holding the ring between rival advocates. Hence, the presiding judge or magistrate before whom the criminal proceedings are pending shall not

participate in the discussion where the prosecutor entered into the plea bargain with the defendant in the interest of justice, the public interest, public policy and the need to prevent abuse of legal process.¹³

7.2 Inquiring the Terms of Agreement

Where a plea agreement is reached by the prosecution and the defence, the prosecutor shall inform the court that the parties have reached an agreement and the presiding judge or magistrate shall then inquire from the defendant to confirm the terms of the agreement¹⁴.

7.3 Ascertaining the Voluntariness of the Agreement

The presiding judge or magistrate shall ascertain whether the defendant admits the allegation in the charge to which he has pleaded guilty and whether he entered into the agreement voluntarily and without undue influence.¹⁵

7.4 Convicting the Defendant

Where the presiding judge or magistrate is satisfied that the defendant is guilty of the offence to which he has pleaded guilty, he convicts the defendant on his plea of guilty to that offence, and shall award the compensation to the victim in accordance with the terms of the agreement.¹⁶

7.5 Writing the Judgment

Like in every case, the Judge or Magistrate shall record his judgment in writing and every judgment shall contain the point or points for determination, the decision and the reasons for the decision and shall be dated and signed by the Judge or Magistrate at the time of pronouncing it.¹⁷

7.6 Order the Trial to Proceed After Record a Plea of Not Guilty

Where the presiding Judge or Magistrate is for any reason, of the opinion that the defendant cannot be convicted of the offence in respect of which the agreement was reached and to which the defendant pleaded guilty or that the agreement is in conflict with the victim's right, he shall record a plea of not guilty in respect of such charge and order that trial to proceed.¹⁸

¹³ Section 270 (3) and (8) ACJA 2015

¹⁴ Section 270 (9) ACJA 2015

¹⁵ S.270 (10) ACJA 2015

¹⁶ S. 270 (10) (a)

¹⁷ S. 308 (1) ACJA 2015

¹⁸ S. 270 (10) (b) ACJA 2015

8. The Right of the Victim

The rights of the victim as contemplated in the above provision of which the agreement shall not be in conflict with are two. The prosecution shall afford the victim or representative the opportunity to make representations to the prosecutor regarding:

- i. The content of the agreement;
- ii. The inclusion in the agreement of a compensation or restitution order.¹⁹

9. Sentencing

Where the Judge or Magistrate is satisfied that the defendant is guilty of the offence to which he has pleaded guilty in accordance to the agreement reached between the prosecution and the defence. The judge shall consider sentence as agreed upon if he is satisfied that such sentence is an appropriate sentence, and then he shall impose the sentence accordingly.²⁰

Where the judge is of the view that he would have imposed a lesser sentence than the sentence agreed, he imposes the lesser sentence. However, if the judge is of the view that the offence requires a heavier sentence than the sentence agreed upon, he shall inform the defendant of the heavier sentence he considers to be appropriate.²¹

10. Trial *De Vono*

Where the defendant has been informed of the heavier sentence considered by the Judge contrary to the sentence agreed upon with the prosecution, the defendant may abide by the plea of guilty as agreed upon and agree that subject to the defendant's right to lead evidence and to present argument relevant to sentencing, the presiding Judge or Magistrate proceeds with sentencing. However, if the defendant chooses to withdraw from his plea agreement reached due stiffer sentence contemplated by the court, in this event, the trial shall proceed *de vono* before another presiding Judge or Magistrate, as the case may be.²²

11. Order of the Forfeited Items to be Transferred and Vested in the Victim

Where a defendant has been convicted to which he pleaded guilty and was also sentenced in accordance with section 9 (a) and section 11 (a) of the ACJA 2015 respectively, the presiding Judge or Magistrate shall make an order that any money, asset or property agreed to be forfeited under the plea bargain shall be transferred to and vest in the victim or his representative or any other person as may be appropriate or reasonably feasible.²³

¹⁹ S. 270 (6) ACJA 2015

²⁰ S. 270 (11) (a) ACJA 2015

²¹ S. 270 (11) (b) (c)

²² S.270 (15) (a) (b) ACJA 2015

²³ S.270 (12) ACJA 2015

12. Rights of the Defendant and the Duty of the Prosecutor under Plea Bargain

Where a trial proceeds after the defendant abides by his plea of guilty as agreed upon, where the defendant has been informed of the heavier sentence contrary to the one he (defendant) agreed upon with the prosecution, or where the trial proceeds *de novo* (afresh) before another Judge or Magistrate:

- i. No reference shall be made to the agreement;
- ii. No admission contained therein or statement related thereto shall be admissible against the defendant; and
- iii. The prosecutor and the defendant may not enter into a similar plea and sentence agreement.

Where a person is convicted under plea bargain either offered by the prosecutor to the defendant or received from the defendant, the defendant (now the convict) shall not be charged or tried again on the same fact for the greater offence earlier charged to which he has pleaded to a lesser offence.

13. Judgment of the Court under Plea Bargain is Final

According to the provision of the Administration of the Criminal Justice Act (ACJA), 2015, the judgment of the court in which the defendant was convicted after he has pleaded guilty voluntarily without undue influence based on the agreement reached between the prosecution and the defence, and was ascertained by the presiding judge, the judgment shall be final and no appeal shall lie in any court against such judgment, except where fraud is alleged.²⁴

However, in the recent appeal decision in pursuant to the judgment of the Court of Appeal presided over by Hon. Justice Abdu Aboki, JCA contained in appeal number CA/A/767c/2019, the appeal court declared section 270 (18) of the ACJA as unconstitutional. The court held that:

By providing that no appeal shall lie in any court against such judgment except where fraud is alleged, section 270 (18) of the Administration of the Criminal Justice Act oust the general power vested in this court by section 240 of the 1999 Constitution to hear and determine appeal from the trial court.

As of present time, this is the position of the law, section 270 (18) of ACJA 2015 has no effect as it is inconsistent with the section 240 of the 1999 Constitution (as amended), according to the Court of Appeal. However, there is need to test the effectiveness of the

²⁴ S.270 (18) ACJA 2015

section at the Apex Court where a comprehensive review of the section may possibly give another dimension.

14. Observations and Recommendations

It was observed that many people consider plea bargain as scheme to provide soft landing to corrupt elite; this types of people view plea bargain as an instrument for encouraging corruption.

It was also observed that, due to declaration made by the Court of Appeal that section 270(18) of the ACJA 2015 is unconstitutional, thus, some players in the administration of justice were discouraged, because achieving speedy justice is one of the core purposes of plea bargain, precluding the case to finalise at the Court of Appeal that will prolong the period of the case to Apex Court.

Other international jurisdiction that involve plea bargain in the criminal justice, do not operate same laws due to peculiarity of their problems.

Recommendations

There is need for constitutional amendment to sustain legal activeness of section 270 (18) of the Act, to avoid prolonging the cases of plea bargain.

Public enlightenment about the significance and advantages of plea bargain should be encouraged and expanded especially among criminal justice administration stakeholders.

The players in the criminal justice administration should diligently and honestly abide by the principles and procedures of plea bargain during proceeding, so that the objectives of its promulgation will be attained.

15. Conclusion

As a result of proliferation of sophisticated and high profile cases of financial crime and other form of criminality, plea bargain will continue to be indispensable instrument in the administration of criminal justice. This is because the wheel of justice is always required to move in speedy pace and culminated to give substantial justice. The high profile defendants accumulated so much wealth to hire powerful lawyers to create delay that may even expire the cases due to loss of some important evidence or witnesses. Sometime they attempt to assassinate a key witness, prosecutor or even the judge that stands firmly to the course of justice.

Furthermore, the efforts of the investigators are frustrated not to be able to produce relevant and admissible evidence that would help secure conviction. This happens as a result lack of expertise, equipment or due to intricacy of the crime. In all these circumstances, use of plea bargain may lead to tangible conviction within reasonable time and consume fewer

resources. The judicial officer job in plea bargain procedure as stipulated in the ACJA 2015 was clearly defined. Therefore, the room for any delay is eliminated.