UNDT/2011/100, De Cruze

UNAT Held or UNDT Pronouncements

No expectancy of renewal. Fixed-term contracts, such as the Applicant's in the present case, do not carry an expectancy of renewal, but a decision not to renew a contract may not be tainted by ulterior motives or extraneous considerations and reasons must be properly be supported by facts. Exception. While exceptions to the staff rules may be made, an exception would not be justified in the Applicant's case, because the Post that the Applicant's appointment was budgeted against had been filled by another staff member on a regular contract. Accordingly, with the Post no longer being vacant, the necessity to occupy it on a temporary basis with the Applicant became obsolete, and DPI therefore had neither the cause nor the resources to renew his contract. Bias. When an applicant alleges bias or any other improper motivation against her/him, the onus is on her/him to provide "sufficient evidence" to prove the contention, which he failed to in the present case Outcome: Application rejected in its entirety.

Decision Contested or Judgment/Order Appealed

Non-renewal of temporary appointment.

Legal Principle(s)

N/A

Outcome

Dismissed on merits

Full judgment

Full judgment

Applicants/Appellants

De Cruze

Entity

UN Secretariat

Case Number(s)

UNDT/NY/2009/004/ JAB/2007/020

Tribunal

UNDT

Registry

New York

Date of Judgement

14 Jun 2011

Duty Judge

Judge Kaman

Language of Judgment

English

Issuance Type

Judgment

Categories/Subcategories

Appointment (type)
Fixed-term appointment
Non-renewal

Arbitrary or improper motive

Applicable Law

Administrative Instructions

- ST/AI/246
- ST/AI/308/Rev.1

Former Staff Rules

- Rule 104.12(b)(ii)
- Rule 112.2(b)

Related Judgments and Orders

UNDT/2011/099
UNDT/2010/140
UNDT/2009/019
UNDT/2010/091
UNDT/2010/133
UNDT/2010/150
UNDT/2010/211
UNDT/2009/093
UNDT/2009/083
2010-UNAT-091
2010-UNAT-012