

UNDT/2017/058, Syrja

UNAT Held or UNDT Pronouncements

Since there was no written agreement or any other signed document that clearly showed the Respondent's undertaking to pay the Applicant USD10, 790, the Tribunal determined whether there was an implied in-fact contract by examining the parties' intentions based on their conduct and other circumstances to establish if there was mutual assent and consideration. The Tribunal concluded that all the elements of a binding, valid and enforceable contract existed between the parties because: (i) there was mutual assent leading both parties to jointly inform the Tribunal that they had established the amount of compensation to be paid to the Applicant and (ii) there was consideration because the Applicant withdrew his application as a result of their "mutual determination" on the payment. Accordingly, the Tribunal concluded that there was an implied in-fact contract for the Respondent to pay the Applicant USD10, 790 as compensation for the loss of his personal belongings. The Tribunal emphasized that the Respondent's counsel, as a legal representative, was fully competent to enter into a binding agreement on behalf of his principal, the Respondent, with the Applicant.

Decision Contested or Judgment/Order Appealed

The Administration's decision not to honour its commitment to pay USD10,790 as compensation for the loss of the Applicant's personal effects at his residence following post-election violence in Côte d'Ivoire in 2011.

Legal Principle(s)

For there to be a contract or an agreement that is enforceable at law, there must be consensus ad idem (a meeting of the minds). This simply means that the parties agree on the same terms, conditions and subject matter. The absence of a signed document is not, on its own, conclusive evidence that there was no agreement. A

contract or agreement may or may not be in writing.

Outcome

Judgment entered for Applicant in full or in part

Outcome Extra Text

Rescission of the decision not to pay the Applicant USD10,790 as compensation for the loss of his personal effects.

Full judgment

[Full judgment](#)

Applicants/Appellants

Syrja

Entity

DPKO

Case Number(s)

UNDT/NBI/2017/015

Tribunal

UNDT

Registry

Nairobi

Date of Judgement

17 Jul 2017

Duty Judge

Judge Izuako

Language of Judgment

English

French

Issuance Type

Judgment

Categories/Subcategories

Compensation

Applicable Law

Staff Rules

- Rule 11.2(b)