

2012-UNAT-197, Ndjadi

UNAT Held or UNDT Pronouncements

UNAT held that the Appellant had neither standing to challenge a decision which he alleged did not comply with the stipulations of his service contract nor the right to request the implementation of an arbitration procedure before UNDT. However, UNAT held that UNDT had committed an error in concluding that the Appellant had manifestly abused the process. The appeal was partially upheld and the UNDT judgment partially vacated regarding the payment of USD 500.00 for abuse of procedure.

Decision Contested or Judgment/Order Appealed

The Applicant contested the decision not to renew his service contract. UNDT rejected the application for lack of jurisdiction and ordered the Applicant to pay USD 500. 00 for abuse of proceedings. The Applicant appealed.

Legal Principle(s)

A contractual clause in a service contract, regardless of whether it includes a material error, or whether it was made knowingly, cannot bestow upon UNDT competencies that have not been provided by its Statute, another resolution of the General Assembly or similar legal instrument.

Outcome

Appeal granted in part

Full judgment

[Full judgment](#)

Applicants/Appellants

Ndjadi

Entity

UNDP

Case Number(s)

2011-200

Tribunal

UNAT

Registry

New York

Date of Judgement

16 Mar 2012

President Judge

Judge Courtial

Language of Judgment

French

Issuance Type

Judgment

Categories/Subcategories

Abuse of process before UNDT/UNAT

Manifest abuse

Jurisdiction / recevability (UNDT or first instance)

Personal (ratione personae)

Applicable Law

UNDT RoP

- Article 36

UNDT Statute

- Article 2
- Article 3

Related Judgments and Orders

UNDT/2011/007