

2018-UNAT-810, Al Hallaj

UNAT Held or UNDT Pronouncements

Both parties appealed. UNAT held that UNDT erred by finding a valid contract of employment between Ms Al Hallaj and ESCWA since no letter of appointment was issued, only an offer of employment. UNAT held that a quasi-contract was formed, considering that Ms Al Hallaj had unconditionally accepted and had fully fulfilled all the conditions specified in the offer of employment. UNAT agreed with UNDT that the ESCWA Administration committed two major errors, in breach of its quasi-contractual obligations. UNAT held that the ESCWA Administration failed in its due diligence to specify clearly and fully the obligations, including obtaining a valid work visa, that Ms Al Hallaj was expected to fulfil. UNAT held that the mention that a valid visa could be needed in the offer letter created an obligation to assist in obtaining it. UNAT held that the ESCWA Administration failed in its obligation to provide assistance to Ms Al Hallaj in securing a work permit after it became aware that she did not have such a document. UNAT held that the failure by the ESCWA Administration to fulfil its quasi-contractual obligations towards Ms Al Hallaj engaged its responsibility and warranted an award of compensation. UNAT held that while UNDT was correct in holding that the decision to terminate Ms Al Hallaj's appointment was unlawful, it erred in law when it awarded compensation for breach of her employment contract without having related it to any evidence of harm; and erred in fact leading to a manifestly unreasonable decision when it concluded that the medical report was not convincing evidence. UNAT held that there was no need to award Ms Al Hallaj any additional compensatory damages since Ms Al Hallaj was offered another position in the same division, at the same level, with the same job description, but did not respond to it, as she had started working for a private company. UNAT upheld the appeal and cross-appeal in part and partially modified the UNDT judgment to substitute the compensation awarded.

Decision Contested or Judgment/Order Appealed

Ms Al Hallaj contested the decision to suspend or terminate her employment with the Economic and Social Commission for Western Asia (ESCWA). UNDT rejected the claim for compensation for "traumatic experience" as it found the Applicant's evidence to be unreliable. UNDT rejected the claim for compensatory damages. UNDT rejected Ms Al Hallaj's claim for a lost employment opportunity with the Embassy of Rwanda in Cairo and found that Ms Al Hallaj had declined the alleged offer due to personal reasons and not because she had accepted to work for ESCWA.

Legal Principle(s)

No compensation for moral damages shall be awarded when there is no evidence whatsoever to sustain such harm or prejudice. UNDT has the power and the duty to legitimately infer harm to the dignitas of the Applicant resulting from the unlawful action.

Outcome

Appeal granted in part; Cross-appeal granted in part

Full judgment

[Full judgment](#)

Applicants/Appellants

Al Hallaj

Entity

ESCWA

Case Number(s)

2017-1097

Tribunal
UNAT
Registry
New York
Date of Judgement
22 Mar 2018
Language of Judgment
English
Issuance Type
Judgment
Categories/Subcategories
Appointment (type)
Compensation
Non-pecuniary (moral) damages
Pecuniary (material) damages
Applicable Law
UNDT Statute

- Article 10.5(b)

Related Judgments and Orders
UNDT/2017/036