

2020-UNAT-1055, Zaqqout

UNAT Held or UNDT Pronouncements

UNAT held that all of the Appellant's grounds of appeal failed, except for his challenge to the UNRWA decision not to renew or extend the Appellant's limited duration contract beyond its final extension, for the simple reason that those several decisions to extend his contract advantaged him by adding, in total, six months to his contract. On the issue of the Appellant's non-renewal or final extension, UNAT held that there was no error in UNRWA DT's reasoning and that UNRWA was justified in deciding not to renew or extend his employment, noting that UNRWA faced a massive financial shortfall and that his contract provided expressly that he had no expectation of renewal or extension or conversion. UNAT dismissed the appeal and affirmed the UNRWA DT judgment.

Decision Contested or Judgment/Order Appealed

The Applicant contested a series of decisions by UNRWA not to extend or renew his limited duration contract, which was adjudicated in a consolidated judgment. The first and second extensions were essentially dismissed as not receivable on the basis that they were decisions that were favourable to the Applicant, which was then superseded by decisions to further extend his employment. The third extension was the subject of two separate applications for which the UNRWA DT held that the decisions themselves were receivable, but that the claims of the Applicant were not receivable on the same grounds as it had rejected his other applications, namely the administrative decisions had benefitted the Appellant. UNRWA DT also pointed out that limited duration contracts did not carry any expectation of renewal or conversion. UNRWA DT dismissed all of the applications.

Legal Principle(s)

An Appellant cannot simply re-present his or her case as it was put forward to the first instance tribunal and invite UNAT to re-decide it; however, if an Appellant claims that his or her case was wrongly decided by an error of law or of fact, it is permissible to present the same case on appeal to support a submission that it was wrongly decided at the first instance. Limited duration contracts do not carry any expectation of renewal or conversion.

Outcome

Appeal dismissed on merits

Outcome Extra Text

No relief ordered; No relief ordered.

Full judgment

[Full judgment](#)

Applicants/Appellants

Zaqqout

Entity

UNRWA

Case Number(s)

2020-1387

Tribunal

UNAT

Registry

New York

Date of Judgement

30 Oct 2020

President Judge

Judge Colgan

Language of Judgment

Arabic

English

Issuance Type

Judgment

Categories/Subcategories

Appointment (type)

Appointment of Limited Duration

Non-renewal

Applicable Law

UNAT Statute

- Article 2.1