



**UNITED NATIONS APPEALS TRIBUNAL
TRIBUNAL D'APPEL DES NATIONS UNIES**

Judgment No. 2023-UNAT-1396

**Sahar Darweesh Hanjoury
(Appellant)**

v.

**Secretary-General of the United Nations
(Respondent)**

JUDGMENT

Before:	Judge Leslie F. Forbang, Presiding Judge Graeme Colgan Judge Nassib G. Ziadé
Case No.:	2023-1776
Date of Decision:	27 October 2023
Date of Publication:	4 December 2023
Registrar:	Juliet E. Johnson

Counsel for Appellant:	Edwin Nhliziyo
Counsel for Respondent:	Sylvia Schaefer

JUDGE LESLIE F. FORBANG, PRESIDING.

1. Sahar Darweesh Hanjoury (Ms. Hanjoury), a staff member of the United Nations Interim Security Force for Abyei (UNISFA) contested the decision of the Administration not to pay her daily subsistence allowance (DSA) for 23 days, from 24 August to 24 September 2021 (contested decision).
2. By Judgment No. UNDT/2022/121 (impugned Judgment),¹ the United Nations Dispute Tribunal (UNDT or Dispute Tribunal) concluded that the contested decision was lawful and that, contrary to Ms. Hanjoury's allegations, it was not part of a pattern of harassment from the Administration against her.
3. Ms. Hanjoury lodged an appeal against the impugned Judgment with the United Nations Appeals Tribunal (UNAT or Appeals Tribunal).
4. For the reasons set out below, the Appeals Tribunal dismisses the appeal and affirms the impugned Judgment.

Facts and Procedure

5. In 2021, Ms. Hanjoury was employed as an Administrative Assistant on a continuing appointment at the FS-4 level at the duty station of UNISFA in Kadugli, Sudan.
6. On 3 November 2016, the Office of the Chief of Mission Support of UNISFA (OCMS) reminded all its international staff members by Broadcast (2016 Broadcast) to submit their Sudanese visa renewal application in a timely manner. This Broadcast also provided, in relevant parts, that:²
 - (i) The renewal of the Sudanese visa was the responsibility of the visa holder;
 - (ii) Visa renewal applications should be submitted maximum five weeks and minimum three weeks prior to their expiration date;
 - (iii) Under no circumstances could staff members travel out of Abyei and/or Sudan without a visa valid within three weeks beyond the return date of their journey. Should the visa expire while absent from Abyei and/or Sudan, return travel to the mission should not be initiated unless visa is obtained;

¹ *Hanjoury v. Secretary-General of the United Nations*, Judgment No. UNDT/2022/121.

² Impugned Judgment, para. 4.

- (iv) Staff members would be responsible for any expenses incurred for re-granting of a new entry and resident visa; and
- (v) Periods of absence while waiting for renewal of Sudanese visa will be charged against annual leave or Mission subsistence allowance (MSA) leave.

7. On 24 June 2021, Ms. Hanjoury left Kadugli to Palestine. The Administration approved her absence on annual leave for one day, on 24 June 2021, followed by a period of Rest and Recuperation (R&R) from 12 July to 16 July 2021. She was expected to return to her duty station on 8 August 2021.³ However, Ms. Hanjoury submits that she experienced delays at the Gaza/Israel border and that she was therefore unable to leave Palestine for approximately two additional weeks.

8. On 25 July 2021, the Administration sent by e-mail a reminder of the 2016 Broadcast to Ms. Hanjoury.

9. Ms. Hanjoury submits that when she finally got her exit permit from Palestine, she flew to Istanbul, Turkey and was scheduled to arrive in Sudan on 23 August 2021 but that she had another one-day flight delay. Therefore, on 24 August 2021, upon her arrival in Khartoum, Sudan, she was denied permission to travel to her duty station because her Sudanese visa was to expire that day.

10. On the same date, Ms. Hanjoury informed the Chief of Mission Support (CMS) by interoffice memorandum that she would telecommute from Khartoum for 23 days, that is, from 24 August to 24 September 2021, “as assigned by [her] supervisor (...) until receiving [her] Sudanese Resident Visa”.⁴ She also requested payment of DSA for that same period.

11. On 5 September 2021, the CMS denied Ms. Hanjoury’s request for DSA. He further explained to Ms. Hanjoury by e-mail that telecommuting was “related to a task identified at the place that [the staff member] travel to in advance of the travel”. On that same date, Ms. Hanjoury reiterated to the CMS that she was working remotely on a daily basis “as requested by [her] Chief” and that there was therefore no reason not to approve her DSA claim.⁵

³ In the present case, there is no documentation explaining under which disposition Ms. Hanjoury’s absence was approved for the period of 17 July to 8 August 2021.

⁴ Interoffice memorandum of 24 August 2021 from Ms. Hanjoury to the CMS.

⁵ E-mail exchange of 5 September 2021 between Ms. Hanjoury and the CMD.

12. On 6 September 2021, the CMS explained to Ms. Hanjoury by e-mail that “working on tasks related to [her] office [was] not a reason to support business travel but [could] be a reason to support telecommuting which [she] ha[d] not applied for” and advised her to seek approval for the 23 days to be recorded as telecommuting or otherwise, her absence from the duty station “[might] be recorded as annual leave”.⁶

13. On 25 October 2021, Ms. Hanjoury requested management evaluation of the decision not to pay her DSA from 24 August to 24 September 2021. On 22 December 2021, the Management Evaluation Unit (MEU) issued a written decision upholding the contested decision and confirming that the decision not to pay Ms. Hanjoury’s DSA for these 23 days was lawful. It further concluded that Ms. Hanjoury chose a return travel date that was too close in time to the expiration of her visa, despite the automated reminders from the Administration. Therefore, the responsibility for the lack of a valid visa could not properly be borne by the Administration.

14. On 21 February 2022, Ms. Hanjoury filed an application with the Dispute Tribunal challenging the contested decision.

Impugned Judgment

15. On 11 November 2022, the Dispute Tribunal issued the impugned Judgment. It began by recalling that the starting point for judicial review is the presumption that official acts have been regularly performed and that a “determination as to whether the presumption has been rebutted turns on the facts of the case and an interpretation of the applicable regulatory framework”.⁷

16. In the present case, the UNDT recalled that Ms. Hanjoury’s contention was that she was entitled to DSA in accordance with Staff Rule 7.10⁸ because “she was on official travel status and at United Nations expense when she was forced to have a stopover of 23 days in Khartoum”.⁹ However, the Dispute Tribunal concluded that, under the applicable regulatory framework, there was no category of entitlement to DSA under which Ms. Hajoury’s claim fell as she was not on “official travel status” pursuant to Staff Rule 7.1 during her time in Khartoum. Indeed, it found that there was no proof that during that time, Ms. Hanjoury was participating in authorized outside

⁶ E-mail of 6 September 2021 from the CMD to Ms. Hanjoury.

⁷ Impugned Judgment, para. 19.

⁸ Secretary-General’s Bulletin ST/SGB/2018/1/Rev.1 (Staff Regulations and Rules of the United Nations).

⁹ Impugned Judgment, para. 20.

activities for which she would have been allowed to receive DSA in accordance with Staff Rule 1.2(w) or that she was required to travel on “official business” pursuant to Staff Rule 7.1(a)(ii).¹⁰

17. The UNDT found that Ms. Hanjoury could only possibly be considered as being on “official travel status” based on her annual leave (which may be considered as a home leave under Staff Rule 7.1). However, it held that the fact that her annual leave amounted only to one day, which was on 24 June 2021, “detract[ed] from this possibility”.¹¹ Similarly, it found that Ms. Hanjoury’s absence for R&R was only from 12 July to 16 July 2021. Moreover, it held that there were no provisions in the regulatory framework providing that staff members on R&R were entitled to DSA. Therefore, the Dispute Tribunal concluded that, on 8 August 2023, Ms. Hanjoury was not on home leave, annual leave, or R&R and that “there was no factual basis for her to be considered on official travel status pursuant to Staff Rule 7.1”.¹²

18. Furthermore, the UNDT held that even if Ms. Hanjoury’s time in Khartoum was considered as a continuation of “official travel”, Staff Rule 7.10(g) expressly excludes DSA in respect of travel on home leave and DSA might be paid only for “stopover actually made during such travel under conditions established by the Secretary-General”. However, in the present case, it found that Ms. Hanjoury did not demonstrate the establishment of any of these conditions.¹³

19. Moreover, the UNDT held that even if Ms. Hanjoury’s request for telecommuting had been granted, she would not have been entitled to DSA under this regulatory framework because pursuant to Section 2 of Secretary-General’s Bulletin ST/SGB/2019/3 (Flexible working arrangements), “[n]o extra costs may be incurred by the Organization as a result of any of the flexible working arrangements”.¹⁴

20. The Dispute Tribunal concluded that Ms. Hanjoury was aware of her obligation to timely renew her visa since 2016 and that the fact that she was sent a personal reminder of the 2016 Broadcast only in July 2021 while she was already on travel status did not detract from the fact that she was aware of this policy since 2016. Ms. Hanjoury nevertheless took the risk to travel

¹⁰ *Ibid.*, paras. 20-22.

¹¹ *Ibid.*, para. 25.

¹² *Ibid.*, para. 26.

¹³ *Ibid.*, paras. 27-28.

¹⁴ *Ibid.*, para. 23.

very close to the expiry date of her visa and the UNDT therefore found that there was no basis to “treat [her] time in Khartoum as a stopover for which DSA [would be] payable”.¹⁵

21. Finally, the UNDT found that Ms. Hanjoury had presented no evidence that the contested decision was part of a pattern of harassment against her or that other UNISFA staff members placed in the same circumstances had been treated differently by the Administration.¹⁶

Procedure before the Appeals Tribunal

22. On 10 January 2023, Ms. Hanjoury filed an appeal against the impugned Judgment with the Appeals Tribunal, to which the Secretary-General responded on 21 March 2023.

Submissions

Ms. Hanjoury’s Appeal

23. Ms. Hanjoury requests the Appeals Tribunal to order the payment of DSA to her for 23 days, from 24 August to 24 September 2021, as well as a compensation for moral damages that she alleges that she suffered as a result of the “incessant emotional harassment” by the Administration.

24. With regard to the impugned Judgment, Ms. Hanjoury submits that the Dispute Tribunal erred in fact and in law in dismissing her application. She challenges the summary of the Secretary-General’s arguments in the impugned Judgment that “regurgitat[es]” what she describes as irrelevant facts, lies and distortions. She further contends that her travel in Khartoum was pre-authorized and submits a screenshot of her leave overview in UMOJA in support of her claim.¹⁷

25. Ms. Hanjoury notes that the e-mail reminding her of the 2016 Broadcast was only sent to her on 25 July 2021, more than a month after she left her duty station. She further contends that this e-mail demonstrates that the earliest date she could have applied for a visa extension was five weeks in advance, that is, as of 20 July 2021, but that it was impossible as she had already left on annual leave and R&R.¹⁸ Ms. Hanjoury submits that she respected that policy of the

¹⁵ *Ibid.*, paras. 29-31.

¹⁶ *Ibid.*, paras. 32-33.

¹⁷ E-mail of 9 January 2023 from Ms. Hanjoury to the Administration.

¹⁸ E-mail of 25 July 2021 from the Administration to Ms. Hanjoury.

Administration, as she was supposed to come back at the duty station on 8 August 2021, more than two weeks (17 days) before the expiration of her visa. Therefore, she argues that “[t]he [three]-week limit being brought into play here is irrelevant because in this situation [she] could not have satisfied both the [five]-week maximum limit and [three]-week minimum limit” and that “[w]hat was important was [that] she planned to return to the mission well before her visa was due to expire”.

26. Ms. Hanjoury submits that the events that delayed her return to Kadugli were “beyond [her] control” and were not due to the fact that “she failed to obey a Staff Rule”.

27. Moreover, Ms. Hanjoury notes that her claim for DSA arises from the disposition for stopovers during home leave under Staff Rule 7.10(g). She contends that the Dispute Tribunal misapplied Staff Rule 7.10(g) by trying to redefine “stopover” to exclude unplanned stopovers while she rather submits that DSA is payable to any stopover to or from home leave in accordance with “the controlling principle that anyone travelling at [United Nations] expense is entitled to DSA (...) [notwithstanding] the nature of the stopovers involved”.¹⁹ Ms. Hanjoury also argues that it has been established in *Nguyen*²⁰ that the Administration has no discretion to interfere with this principle during the first 30 days of the staff member’s entitlement to DSA.

28. Ms. Hanjoury contends that the Dispute Tribunal also erred in concluding that a claim for DSA under Staff Rule 7.10(g) requires the staff member to be on United Nations “official business travel”, pursuant to Staff Rule 7.1(a)(ii), instead of travel at “United Nations expense” in accordance with the terms of Staff Rule 7.10. She argues that, in the present case, the issue for consideration was completely covered by Staff Rule 7.10 and that, therefore, there was no need for the UNDT to discuss Staff Rule 7.1(a)(ii).

29. Ms. Hanjoury finally submits that other UNISFA staff members on the same flight “were paid their DSA entitlement even though they also had a [three]-day stopover in Khartoum”.

¹⁹ Ms. Hanjoury contends that she was travelling on R&R and home leave.

²⁰ *Van Khanh Nguyen v. Secretary-General of the International Seabed Authority*, Judgment No. 2021-UNAT-1089.

The Secretary-General's Answer

30. The Secretary-General requests that the Appeals Tribunal dismiss the appeal in its entirety. The Secretary-General submits that the UNDT correctly held that the contested decision was lawful since there was no category of entitlement to DSA under which Ms. Hanjoury fell.

31. The Secretary-General further notes that the Dispute Tribunal correctly concluded that during her time in Khartoum, Ms. Hanjoury was neither in "official business" pursuant to Staff Rule 7.1(a)(ii), nor in "home leave" pursuant to Staff Rules 5.2(k), 7.1(a)(vi) and Staff Regulation 5.3. The Secretary-General observes that, in any event, pursuant to Staff Rule 7.10(g), home leave does not entitle a staff member to receive DSA.

32. With regard to Ms. Hanjoury's argument that she was on a stopover during her time in Khartoum, the Secretary-General contends that she had not shown that she met the requirements provided for in Staff Rule 7.10(g) and that it is not the purpose of this Staff Rule "to grant DSA for any kind of stopover, but only for stopovers which occurred during official travel as stated in [this] Staff Rule, including home leave". Moreover, the Secretary-General notes that annual leave and R&R do not fall under the definition of "official travel" for which DSA is payable.

33. The Secretary-General notes that the reference to *Nguyen*²¹ is misplaced because the issues raised were different from those in the present case.

34. Regarding Ms. Hanjoury's screenshot of her leave overview in UMOJA in support of her argument that her travel in Khartoum was pre-authorized, the Secretary-General observes that Ms. Hanjoury did not make a formal request to have it admitted as additional evidence contrary to Article 2(5) of the Appeals Tribunal Statute (Statute). The Secretary-General further argues that even if this evidence were to be admitted, it would not support Ms. Hanjoury's case.

35. The Secretary-General submits that the Dispute Tribunal correctly reviewed Staff Rule 7.10 together with Staff Rule 7.1 to conclude that the payment of DSA requires to be on authorized "official travel". In this case, the Secretary-General submits that the UNDT correctly found that Ms. Hanjoury was not on "official travel" between 24 August and 24 September 2021.

36. Referring to the 2016 Broadcast as well as to the personal reminder sent by e-mail to Ms. Hanjoury, the Secretary-General argues that she was aware of the policy of the Administration

²¹ *Ibid.*

regarding the renewal of visas. Nevertheless, Ms. Hanjoury traveled outside Sudan knowing that her visa was about to expire less than three weeks after her planned return to the duty station. Therefore, the Secretary-General contends that the events that led to Ms. Hanjoury's stay in Khartoum were not beyond her control but rather a "direct result of her private travel plans and in disregard of UNISFA's instruction not to travel without a visa valid for at least three weeks beyond the date of return". The Secretary-General also notes that it was not the first time that Ms. Hanjoury experienced travel delays in Gaza.

37. Finally, the Secretary-General submits that Ms. Hanjoury's argument that other UNISFA staff members on the same flight "were paid their DSA entitlement even though they also had a [three]-day stopover in Khartoum" is merely a reiteration of the same argument raised before the UNDT and that Ms. Hanjoury did not present any evidence that the circumstances were the same as those in the present case.

38. Therefore, the Secretary-General submits that Ms. Hanjoury has failed to establish any reversible error by the UNDT and, thus, to satisfy the requirements of Article 2(1) of the Statute.

Considerations

39. Ms. Hanjoury filed this appeal to challenge the impugned Judgment rendered on 11 November 2022 and concluding that the decision of the Administration not to pay her DSA for 23 days, from 24 August to 24 September 2021, was lawful. She also challenged the non-payment of moral damages resulting from incessant harassment towards her by the Administration.

40. Before us, she sought to rely on the screenshot of her leave overview in UMOJA to support her argument that her travel in Khartoum was pre-authorized.

41. Upon a careful perusal of the facts and law in the instant matter, we dismiss the appeal entirely and affirm the impugned Judgment.

42. We shall determine the issues raised above *seriatim*.

43. DSA constitutes part of a bundle of entitlements available to staff members of the United Nations. These entitlements are borne out in the Staff Regulations and Rules that are

enacted in order to define and circumscribe the terms and conditions of employment for staff members.

44. In this vein, Staff Rule 7.10 provides, in relevant parts, that:

(a) Except as provided in paragraph (g) below, a staff member authorized to travel at the United Nations expense shall receive an appropriate [DSA] in accordance with a schedule of rates established from time to time. Such established rates shall be subject to the provisions of paragraph (d) below and to reductions in cases where lodging or meals are provided free of charge by the United Nations, a government, or a related institution.

(b) Daily subsistence allowance shall comprise the total contribution of the United Nations towards charges such as meals, lodging, gratuities and such payments made for services rendered.

...

(g) No daily subsistence allowance shall be payable in respect of travel on appointment, assignment or repatriation, or in respect of travel on home leave, family visit or education grant, provided that the allowance may be paid for stopovers actually made during such travel under conditions established by the Secretary-General. (...)

45. It can thus be discerned from the above provision that DSA is paid only for authorized or official travel or exceptionally in cases of other travel during stopovers under conditions established by the Secretary-General.

46. The critical issue for our determination in the present case is whether Ms. Hanjoury's travel was authorized pursuant to the above Staff Rule. We answer in the negative. Firstly, per the records, she had just one approved day of annual leave on 24 June 2021 followed by a period of R&R from the 12 July to 16 July 2021.

47. Section 4.4 of Administrative Instruction ST/AI/2018/10 (Rest and Recuperation) provides that:

Staff members shall not receive a [DSA] or terminal expenses when traveling on or for the duration of their [R&R]. This also applies to the [DSA] and terminal expenses related to continuation of travel on [R&R] when combined with official business travel.

48. We now turn to Ms. Hanjoury's averments that the UNDT erred in that it misconstrued Staff Rule 7.10(g), by redefining "stopovers" to exclude unplanned stopovers from the realm of eligibility for DSA.

49. In her appeal, she averred, albeit wrongly, that “anyone travelling at [United Nations] expense is entitled to DSA” notwithstanding the nature of the stopover involved.

50. That principle, she argues, is further protected by the fact, established in *Nguyen*, that the Secretary-General has no discretion to interfere with this principle for the first 30 days.²²

51. Neither Appeals Tribunal jurisprudence, nor the applicable legal framework establish a principle that staff members travelling at the United Nations’ expense are automatically entitled to DSA during the first 30 days of their travel. Ms. Hanjoury’s reference to *Nguyen* in this regard is also misplaced. As correctly observed by the Secretary-General in his reply, in *Nguyen* the Appeals Tribunal “found a structural concern regarding the Joint Appeals Board (JAB) appeals process and remanded the matter to the JAB ‘to ensure that the Appellant’s case [was] dealt with in manner that produce[d] a written decision from a neutral first instance process’”, which is not similar to the issues raised in the instant case. Thus, her argument lacks merit.

52. Now, with regard to the argument of Ms. Hanjoury that the e-mail reminder of the 2016 Broadcast was sent to her on 25 July 2021, more than a month after she had left her duty station, we agree with the Secretary-General that she was or ought to have been aware of the policy of the Administration regarding the renewal of visas. Consequently, the reminder of 25 July 2021, belated or not, cannot be construed as a basis for liability. On the contrary, the reminder sent by the Administration was the appropriate thing to do.

53. From the foregoing therefore, her arguments that the events that delayed her return to Kadugli were beyond her control and not due to the fact that she failed to “obey a Staff Rule” stand rejected. Moreover, the events that delayed her return could not be construed as force majeure as they do not amount to unforeseen circumstances. Indeed, as mentioned previously, these events were known or ought to have been known by Ms. Hanjoury and were quite preventable.

54. Ms. Hanjoury averred that other UNISFA staff members on the same flight were “paid their DSA entitlement even though they also had a [three]-day stopover in Khartoum”, but she

²² *Ibid.*

never established any error in the impugned Judgment in support of her contention that she was discriminated upon. In *AAL*,²³ we observed that:

... Regarding *AAL*'s claim of alleged discriminatory practice against her, she did not establish any error in the UNDT's finding that she had not been treated differently from other staff members in her section. Although she had initially been granted permission to telecommute during the initial phase of COVID-19, the subsequent request that she present herself for work at the duty station was in keeping with the rotation policy, since her role as a Child Protection Officer required her presence on the ground, not to mention the fact that she had not been considered medically exempt. The UNDT found that, but for a justifiable exception of one staff member, all the other staff members telecommuted for roughly similar periods, a fact which corroborates the finding of non-discrimination.

55. The foregoing renders her allegation of discrimination untenable.

56. Lastly, Ms. Hanjoury argued that her travel was pre-authorized and submitted a screenshot of her leave overview in UMOJA in support of her claim which raises the issue of jurisdiction of the Appeals Tribunal and, more particularly, the receivability of evidence by it.

57. Article 2(1) and (5) of the Statute lays down the jurisdiction of the UNAT, which for the purposes of this matter is reproduced in relevant parts as follows:

1. The Appeals Tribunal shall be competent to hear and pass judgments on an appeal filed against a judgement rendered by the [Dispute Tribunal] in which it is asserted that the Dispute Tribunal has:

- (a) Exceeded its jurisdiction or competence;
- (b) Failed to exercise jurisdiction vested in it;
- (c) Erred on a question of law;
- (d) Committed an error in procedure, such as to affect the decision of the case; or
- (e) Erred on a question of fact, resulting in a manifestly unreasonable decision.

...

5. In exceptional circumstances, and where the Appeals Tribunal determines that the facts are likely to be established with documentary evidence, including written testimony, it may receive such additional evidence if that is in the interest of justice and the efficient and expeditious resolution of the proceedings. (...)

58. Ms. Hanjoury seeks to rely on the screenshot of her leave overview in UMOJA to justify her claim that her travel was pre-authorized. This piece of additional evidence was not

²³ *AAL v. Secretary-General of the United Nations*, Judgment No. 2023-UNAT-1342, para. 38 (internal citation omitted).

submitted during the proceedings before the UNDT but can be received by the Appeals Tribunal in exceptional circumstances, pursuant to Article 2(5) of the Statute. However, as we expounded in *Avramoski*:²⁴

... As a preliminary issue, the Secretary-General objects to the inclusion of new evidence, namely correspondence from 2011 regarding the Appellant's mobility allowance. The Secretary-General says this evidence was not part of the record before the Dispute Tribunal. Instead of including it in her submissions, the Appellant should have applied for leave to file additional evidence under Article 2(5) of the Statute which gives authority to the Appeals Tribunal to receive additional evidence in 'exceptional circumstances' where the documentary evidence is likely to establish facts and its admission is in the 'interest of justice and the efficient and expeditious resolution of the proceedings'.

... The Appellant has not applied for leave to file the additional evidence. Therefore, she has failed to address whether there are exceptional circumstances and why the evidence could not have been introduced before the Dispute Tribunal. As a result, we disregard this new evidence in our considerations.

59. In the instant case, like in the matter cited above, Ms. Hanjoury never sought leave to file additional evidence. Therefore, she failed to address whether there were any exceptional circumstances to permit the introduction of such additional evidence. Moreover, we see no effect that such additional evidence may have had in "the interest of justice and the efficient and expeditious resolution of the proceedings".²⁵

60. With regard to Ms. Hanjoury's claim for moral damages, we reiterate our *dictum* in *Yolla Kamel Kanbar*,²⁶ that:

... (...) [C]ompensation cannot be awarded when no illegality has been established; it cannot be granted when there is no breach of the staff members' rights or administrative wrongdoing in need of repair.

61. Therefore, the decision of the Administration not to pay Ms. Hanjoury DSA for 23 days, as rightly concluded by the Dispute Tribunal, was lawful.

²⁴ *Avramoski v. Secretary-General of the United Nations*, Judgment No. 2020-UNAT-987, paras. 30-31.

²⁵ *Ibid.*, para. 30.

²⁶ *Yolla Kamel Kanbar v. Secretary-General of the United Nations*, Judgment No. 2021-UNAT-1082, para. 45.

Judgment

62. Ms. Hanjoury's appeal is dismissed and Judgment No. UNDT/2022/121 is hereby affirmed.

Original and Authoritative Version: English

Decision dated this 27th day of October 2023 in New York, United States.

(Signed)

Judge Forbang, Presiding

(Signed)

Judge Colgan

(Signed)

Judge Ziadé

Judgment published and entered into the Register on this 4th day of December 2023 in New York, United States.

(Signed)

Juliet E. Johnson, Registrar