

PROVISIONAL TRANSLATION

ADMINISTRATIVE TRIBUNAL

Judgement No. 963

Case No. 1000: APETE

Against: The Secretary-general
of the United Nations

THE ADMINISTRATIVE TRIBUNAL OF THE UNITED NATIONS,

Composed of: Mr. Hubert Thierry, President; Mr. Julio Barboza, Vice-President;
Mr. Victor Yenyi Olungu;

Whereas at the request of Folly Koffi Apete, a former staff member of the United Nations Development Programme (hereinafter referred to as UNDP), the President of the Tribunal, with the agreement of the Respondent, extended until 31 December 1997 the time limit for the filing of an application with the Tribunal;

Whereas, on 29 December 1997, the Applicant filed an application requesting the Tribunal:

“(A) To declare inadmissible or in any case unfounded the grounds that ... the UNDP Administrator invoked in his decision of 15 MAY 1997 rejecting [the applicant]’s claim for damages to compensate for the material and moral injuries suffered by him as a result of: (1) the false accusation made against him that he was the author of a fraudulent cheque drawn on the bank account of UNDP; (2) the libellous criminal proceedings instituted against him by UNDP with the police and judicial authorities of Togo; (3) his ill-conceived and improper dismissal by UNDP;

THEREFORE:

- (1) To rescind *in parte qua* the decision dated 15 MAY 1997 and therefore:
 - (2) To find and rule that the applicant is entitled to ... fair and equitable compensation for the material and moral injuries which the actions of the respondent, UNDP, caused him; therefore:
 - (3) To order UNDP to pay [to the applicant] the following sums:
 - FIVE HUNDRED THOUSAND (500,000) United States dollars as compensation for material injury;
 - NINE HUNDRED THOUSAND (900,000) United States dollars as compensation for moral injury;
 - ONE HUNDRED THOUSAND (100,000) United States dollars for the injuries resulting from the substantial delay with which UNDP handled the Apete case.
 - (4) To order UNDP to pay to the applicant ... the sum of:
 - TWENTY THOUSAND (20,000) United States dollars representing the due interest that the [applicant's] salary and other emoluments would have earned during the period from 1 April 1992 to 8 September 1997, the date on which the gross amount was actually paid to him.
 - (5) To order UNDP to pay [to the applicant] the due interest at the rate of 8 per cent which he is owed on his retirement allowances and monthly retirement benefits, improperly withheld by UNDP since 26 June 1997.
 - (6) To order UNDP to pay [to the applicant], together with the interest due at the annual rate of 8 per cent, his accrued annual leave allowances from 1 April 1992 to 25 June 1997, i.e., two hundred (200) days unpaid as at the date of this application, without prejudice to the interest that will accrue until the principal amount of the annual leave allowances is paid.
- (B) To find and rule that [the applicant] was not guilty of misconduct in buying petrol coupons with purchase orders duly signed by various UNDP project officers who were properly authorized to enter into financial obligations on behalf of the said projects.

(C) To find and rule that the damages to which [the applicant] is entitled because of the slanderous accusation made against him with regard to the fraudulent cheque drawn by a third party on the bank account of UNDP and his improper dismissal in connection with this fraudulent cheque *are not related to the issue of the petrol coupons*.

(D) To order UNDP to reimburse [the applicant] immediately for the medical costs which he claimed for himself and his family during the period from 1 April 1992 to 25 June 1997.”

Whereas the facts in the case are as follows:

The Applicant entered the service of UNDP on 16 June 1969, as a locally recruited staff member in the UNDP Office in Bangui, Central African Republic. Initially, he was offered a three months fixed-term appointment as an accountant at the G-3 level. The Applicant resigned from UNDP on 25 August 1978. On 1 September 1978, the Applicant resumed service at the UNDP Office in Lome, Togo, as an Administrative Assistant, at the G-6 level. On 1 September 1984, he was promoted to the G-7 level and on 30 November 1984, his functional title was changed to Finance Assistant. On 1 June 1985, he was given a permanent appointment. At the time of the events that gave rise to the present proceedings, the Applicant was Senior Finance Assistant.

On 23 October 1991, during a bank reconciliation at the UNDP Togo country office, a debit of 11,810,000 CFAF on its account at Banque Internationale pour l’Afrique Occidentale (BIAO) was discovered. On 24 October 1991, BIAO advised the Deputy Director and Treasurer, Division of Finance, UNDP (NY), of the discovery, and of action to be taken.

On 29 October 1991, the Resident Representative wrote to the Director General of the National Police, informing him of the fraud and requesting an investigation. He explained that the copy of the cheque BIAO had been asked to provide bore forged signatures of both the Resident Representative and the Applicant, that the amount was not entered in the UNDP books and that the serial number was unfamiliar.

On 8 November 1991, the police requested BIAO to provide the original (fraudulent) cheque and a regular cheque signed by the same persons (the Resident Representative and the

Applicant) to proceed to graphology tests. Early December, the police informed UNDP that the results of the tests concluded that the signature of the Applicant on the fraudulent cheque was the same as on the regular cheque, while the signature of the Resident Representative was a gross imitation.

On 6 December 1991, the Deputy Director and Treasurer wrote to the Resident Representative, asking for the status of the investigation of the fraudulent cheque and advising that “since the cheque was forged, *not* stolen from office cheque-book ... BIAO should be held responsible for paying cheque and should reimburse UNDP”.

On 5 February 1992, the Applicant wrote to the Resident Representative categorically denying that the signature was his and requesting the Resident Representative to inform the police that UNDP personnel are covered by the privileges and immunities of the UN. In his reply of 12 February 1992, the Resident Representative informed the Applicant that his request was being considered.

On 13 February 1992, the Applicant wrote to the Senior Policy Officer (Legal), DOP, stating that he was a “target person” in the matter and claiming that if the signature “seem[ed] to be one of [his] it was simply carefully forged”.

On 14 February 1992, the Resident Representative wrote to the Senior Policy Officer, attaching relevant documentation pertaining to the fraud, including a draft response regarding functional immunity, and asking for legal advice.

On 27 February 1992, the Senior Policy Officer wrote to the Director, Division of Audit and Management Review, requesting, *inter alia*, his assistance in obtaining a second opinion from a graphologist in New York, on whether the Applicant’s signature was genuine or forged. He enclosed four documents, the original fraudulent cheque and three other cheques signed by the Applicant.

On 24 March 1992, the Senior Policy Officer wrote to the Director and Deputy to the Under-Secretary-General, Office of Legal Affairs, attaching relevant documentation, and expressing the view that they should cooperate fully with the local authorities “in order to

enable them to identify the party or parties responsible ... and recover the missing UNDP funds”. He also informed him that the opinion from a New York graphologist confirmed that the Applicant’s signature was genuine and that he believed that UNDP had “probable cause” to charge the Applicant with serious misconduct, pending the final decision of the case. The Senior Policy Officer also asked him to “obtain approval from the [Secretary-General] to waive the functional immunity of the staff members” involved.

On 25 March 1992, the Senior Policy Officer informed the Resident Representative that a graphology test in New York had confirmed that the Applicant’s signature appearing on the fraudulent cheque was genuine and that he was requested to suspend the Applicant with immediate effect without pay, on charges of serious misconduct, pending final decision of the Administrator. He would be advised on the issue of immunity in due course.

On 31 March 1992, the Applicant wrote to the Resident Representative, stating that he was under the impression that the Administration was already prejudiced and conspiring against him. According to him, the result of the graphology test was not sufficient to warrant a decision of suspension, and he pointed out that not a trace of the cheque-book containing the false cheques had been found, either at BIAO or at UNDP. He stated again, that the signature on the cheque was quite different from his own signature. The Applicant requested that an independent investigation be conducted on a reimbursable basis, and that the decision to suspend him be reversed.

On 1 April 1992, the Senior Policy Officer informed the Resident Representative that the Secretary-General had decided to lift the Applicant’s “functional immunities with regard to official acts performed by him in connection with the continuing investigations ...” Should the case eventually be prosecuted before the local courts, the question of any further waiver would be re-examined. The Resident Representative was asked to convey this information to the Applicant, which he did on 6 April 1992.

On 11 May 1992, the Senior Policy Officer sent the original fraudulent cheque and

three other cheques bearing the Applicant's signature to the Officer-in-Charge, Division of Audit and Management Review, requesting that a second graphology test be conducted in New York. On 12 May 1992, the second New York graphologist submitted her report. In her findings and conclusions, she was "emphatic and very illustrative" that both signatures belonged to the same person, i.e. the Applicant.

On 13 May 1992, the Senior Policy Officer sent both New York graphology reports to the Resident Representative. He advised him that with the confirmation from a third graphology test, UNDP had no alternative "but to present this case to the Administrator for summary dismissal of [the Applicant] for serious misconduct", and asked him to advise the Applicant accordingly. He also hoped that the Resident Representative would "be in a position to obtain the necessary cooperation of [the Applicant] including refund of the amount fraudulently withdrawn". He would await further word from the Resident Representative before submitting the case to the Administrator for final decision.

On 19 May 1992, the Resident Representative informed the Applicant by letter that the third graphology test had also confirmed that the signature was authentic, and that it had been decided to present his case to the Administrator with the recommendation that he be summarily dismissed. He asked him to meet with him in his office to discuss the situation.

On 29 May 1992, the Resident Representative sent a fax to the Senior Policy Officer, informing him of what had transpired during his meeting with the Applicant in his office on 22 May. According to the Resident Representative, when confronted with the results of the three independent graphology tests and asked whether he accepted responsibility in view of the evidence, the Applicant "categorically denied his participation to the fraud". He requested a grace period of two to three months for him to prove his innocence and requested that the decision to dismiss him be suspended until that time. He also asked that his suspension be lifted, that he be allowed to return to work, and that the original cheque be given to him for further testing. The Resident Representative added that "following the discussion ... I consider that there might be a slight possibility that [staff member] could be innocent" and that,

therefore, he wished to recommend that the decision for summary dismissal be postponed, giving the Applicant the benefit of the doubt for a two-three months period at the end of which a final decision could be taken.

In his reply of 8 June 1992, the Senior Policy Officer informed the Resident Representative that UNDP would agree to a one-month grace period during which time the Applicant could provide any additional information on the case. At the same time, it had been decided not to modify the decision of suspension and consequently, the Applicant could not be authorized to "resume full duty status". Finally, the Senior Policy Officer advised him that the original cheque could not be released. The Resident Representative informed the Applicant of the above on 10 June 1992.

On 1 July 1992, the Resident Representative informed the Senior Policy Officer that he had received no further information in the case. Since the one-month delay was about to expire, he would appreciate further guidance. He also informed the Senior Policy Officer that the police inquiry was almost concluded and that he would keep him informed of the conclusions.

On 30 July 1992, the Senior Policy Officer referred the case to the UNDP Ombudsman Panel.

On 3 May 1993, the Resident Representative sent a fax to the Chief, Accounts Section, Division of Finance, as follows:

"...

We are informed that [the] police investigation concluded that [the Applicant] is involved in the fraud. The charges retained against him are forged writing, forged signature and complicity in the fraud. However, despite our request we could not obtain copy of results of the police inquiry.

The case has been transferred in August 1992 to the examining magistrate in charge of the case who advised us that she was going to undertake a new independent inquiry to that of the police in order to determine whether the case should be brought to court or not. Despite her assurances that the case would be treated promptly, we have not heard from her since.

No official information [is] forthcoming since judicial and legal services have been disrupted ... due to unlimited general strike. We believe that it could take several months or possibly years before action [is] taken on this case.

[The Applicant] has now been suspended from his functions for thirteen months ... I believe that HQ final decision should now be taken regarding this case in order to enable Finance Section to function normally.”

On 10 June 1993, the Senior Policy Officer informed the Resident Representative, a.i., that if the case would be pending indefinitely, UNDP would consider “proceeding administratively without awaiting judgement of the court”. On 17 June 1993, the Resident Representative, a.i., again advised the Senior Policy Officer that he had no indication when the case would be heard by the local court in Togo.

On 9 July 1993, the Director, Division of Personnel, wrote to the Administrator, recommending that he approve the summary dismissal of the Applicant in accordance with staff regulation 10.2. The Administrator approved the recommendation on the same day. On 12 July 1993, the Senior Policy Officer informed the Resident Representative of the Administrator’s decision, adding that it would be effective “on the date of your written notice to [the Applicant], and that the Applicant would not be entitled to termination indemnities. The Applicant was notified on 19 July 1993.

On 13 August 1993, the Applicant submitted an appeal to the Secretary-General. On 29 September 1993, the Under-Secretary-General for Administration and Management replied to the Applicant, informing him that his letter was being forwarded to the Administrator of UNDP for appropriate action and that he had the right to request the Administrator to submit his case to the Disciplinary Committee. On 13 October 1993, the Applicant sent an appeal to the Chairman of the JAB under staff rule 111.1 against the arbitrary decision of terminating his contract taken by the UNDP Administrator. On 28 October 1993, the Secretary of the JAB acknowledged receipt of the Applicant’s communication.

On 17 November 1993, the Resident Representative, a.i., informed the Applicant that

his accrued annual leave entitlement would be used to pay off part of his indebtedness to UNDP, that the medical expenses incurred during his suspension would not be reimbursed as his health insurance contributions had been suspended at the time he was suspended and that the date of commencement of his pension payments would be the date of separation. The Resident Representative, a.i., also insisted that he reimburse UNDP for the cheque from his pension payments.

On 1 March 1994, the BIAO reimbursed to UNDP the total amount of the fraudulent cheque.

On 1 March 1996, the Applicant was informed that a JAB panel had been constituted to consider his appeal. On 27 September 1996, the Chief, Legal Section, Office of Human Resources, UNDP, wrote to the Secretary of the JAB, proposing that a “third party expertise be undertaken, by an independent internationally-recognized handwriting expert, agreed by both parties and accredited by a national court”.

On 19 November 1996, the Chief, Legal Section, requested the UNDP Disciplinary Committee to “review the decision of 9 July [1993] dismissing summarily [the Applicant]”. On 5 December 1996, the handwriting expert submitted his report, concluding that the signature of the cheque was not that of the Applicant.

On the same date, the JAB submitted its report. At the outset, it determined that, as the case involved misconduct, it should have been referred to UNDP’s Joint Disciplinary Committee (JDC). Thus, it (the JAB) lacked jurisdiction over the matter. Nevertheless, it made a number of observations, in particular, that on 29 September 1993, the Under-Secretary-General for Administration and Management had forwarded the Applicant’s letter of appeal to the Secretary-General dated 13 August 1993 to the Administrator of UNDP “for appropriate action”, but that the Administrator had waited three years before submitting the Applicant’s case to the JDC. The JAB was of the view that this amounted to unfair treatment of the Applicant, abridging his rights to due process, and adversely affected his career.

On 31 January 1997, the JDC submitted its report. Its findings, conclusions and

recommendation read, in part, as follows:

“V. *FINDINGS OF FACT AND CONCLUSIONS*

17. There was a single issue in the case: whether it was [the Applicant’s] signature which appeared on the left side of the cheque. The relevant evidence before the Panel were the opinions of the various ‘experts’ and [the Applicant’s] categorical denials.

18. The first opinion alluded to was that of the police graphologist who, according to the Resident Representative, had found [the Applicant’s] signature on the cheque to be genuine. No report of any such examination was ever received despite repeated efforts by UNDP to obtain a copy; it is not clear whether any such report exists.

19. The next opinion was that of New York handwriting consultant rendered in a brief report dated 2 March 1992 which, based on a comparison with three specimens, concluded that the signature on the cheque was that of [the Applicant]. The consultant’s credentials, qualifications, methodology and the technology employed were not known. It was after receipt of this opinion that the staff member was suspended from service.

20. On 12 May 1992, a psychological analysis of the person who executed the signature in question was made by another New York consultant. She, it appears from her report, found the writing to be a ‘diagram of the unconscious’ of the writer. In her opinion, [the Applicant’s] signature was genuine.

21. Only on 5 December 1996 was the opinion of an unquestionably qualified handwriting expert obtained. [The expert’s] qualifications and credentials are recognized, his methodology and use of technology in arriving at his findings were set out in detail. The specimens of [the Applicant’s] signature furnished to him were numerous and some, almost contemporaneous with the cheque in question. [The expert’s] report specified the differences between the specimens of [the Applicant’s] signature and the signature on the cheque and concluded that the signature in question on the cheque was *not* attributable to [the Applicant’s] hand.

22. In light of the above and taking into account the distinction to be drawn between graphology and handwriting expertise, *the Panel found that the signature on the left side of the cheque which purported to be that of [the Applicant] had not been written by him.*

VII. RECOMMENDATION

23. *It is the unanimous recommendation of the Disciplinary Committee that [the Applicant's] separation from service be rescinded; that retroactive to the date of his dismissal, he be reinstated at his previous level and grade; that he receive all entitlements including but not limited to pension participation and accumulation of annual leave credit, and that he be paid promptly the salary and entitlements resulting from such reinstatement."*

On 15 May 1997, the Administrator transmitted a copy of the JDC report to the Applicant and informed him as follows:

"...

We have undertaken a detailed analysis of the Disciplinary Committee's report, including the new evidence and expert evaluations introduced in the case in support of your defence, particularly the testimony of an eminent international handwriting expert. We also formally acknowledge that UNDP has been reimbursed in full by the bank at fault, in the amount of 11,810,000 CFA francs. In the light of this new evidence, I have decided to accept the finding of the said Committee, namely, that the signature on the cheque dated 14 October 1991 was not written by you. Accordingly, I am rescinding, for all relevant purposes, the decision of 9 July 1993 to summarily dismiss you, thereby reinstating you in the service of UNDP with all the rights conferred by the Staff Rules retroactive to that date.

However, because you still owe a sum of about 44,281,000 CFA francs to UNDP and a third party, I have decided to place you on leave with pay, effective today, before you receive any retroactive payments, so that this debt can be fully cleared up, liquidated and settled to the satisfaction of all the parties and with the prior approval of our Legal Department in New York. If this debt has not been settled by 23 June, the date of your retirement, UNDP will be compelled automatically to make restitution against any retroactive payments due and before payment of your retirement benefits. UNDP also reserves its rights in the event that you fail to settle this debt, without prejudice to the exercise of its disciplinary authority in the matter, if necessary, prior to your retirement.

We have also taken note of your claim for compensation for improper dismissal and the difficulties arising therefrom. It should be pointed out that you are being given the benefit of the doubt in respect of the accusation of forgery mainly

because of conflicting expert evaluations, and the fact remains that this accusation was made in a broader context of fraud and suspicion of which you were the author and primary culprit in 1991-1992. Your misconduct at that time, confirmed by your admission that you misused petrol coupons, had already made you a prime suspect when the forged cheque for 11,810,000 CFA francs appeared bearing your name. With expert handwriting evaluations to support them, the UNDP authorities were entitled at that point to regard you as a suspect and were obliged to take disciplinary action of some kind.

It should also be noted that the significant delay in handling this case resulted from the submission of your appeal in October 1993 to the Joint Appeals Board in New York rather than to the UNDP/UNFPA Disciplinary Committee, notwithstanding the specific instructions of the Under-Secretary-General of the United Nations in August 1993. While we regret any administrative errors that UNDP may have made in respect of the accusation of forgery, and sincerely deplore any difficulties that you or your family may have encountered as a result, UNDP cannot be held responsible for your mistake in submitting your appeal to a body that did not have jurisdiction or for your misconduct in 1991-1992, which led to your being suspected of fraud and liable to dismissal. Furthermore, your misconduct in the case of the petrol coupons seriously tarnished the image of UNDP in Togo. It should also be noted that the Joint Appeals Board made no recommendation in support of your claim for compensation for improper dismissal. In the light of all the circumstances, no damages appear to be warranted in this case and none will be paid in respect of the delays and difficulties encountered.

...”

On 29 December 1997, the Applicant filed with the Tribunal the application referred to earlier.

Whereas the Applicant’s principal contention is:

The Respondent’s decision not to compensate the Applicant for the injuries sustained is arbitrary and has no basis in fact or law.

Whereas the respondent’s principal contentions are:

1. The Applicant’s use of UNDP purchase orders for personal ends constitutes

serious misconduct that would have warranted the harshest disciplinary measures. UNDP did not take such measures against the applicant only because he had already been dismissed when his actions regarding the purchase orders came to the attention of UNDP.

2. Since the claim for reimbursement of medical expenses has not been submitted to the competent joint appeals body in conformity with article 7 of the Statute and Rules of the Tribunal and the said body has issued no opinion thereon to the respondent, it is not receivable by the Tribunal.

3. The Applicant is not entitled to damages for the material and moral injuries which he claims to have suffered or to interest on the salary, emoluments and allowances for the period of his dismissal.

The Tribunal, having deliberated from 7 July to 3 August 2000, now pronounces the following judgement:

I. In his application of 29 December 1998, the Applicant requests that the respondent be ordered to pay to him:

- \$500,000 as compensation for material injuries;
- \$900,000 as compensation for moral injuries;
- \$100,000 for the delay in handling the case;
- \$20,000 for interest on remuneration from 1 April 1992, the date of the applicant's suspension, to 8 September 1997, the date of his reinstatement, which was followed by a period of leave with pay;
- Interest at the rate of 8 per cent on his retirement allowance and pension benefits withheld by the respondent. He also seeks reimbursement of medical expenses incurred during the period from 1 April 1992 to 25 June 1997.

The Respondent states that an amicable settlement has been reached, and that the applicant has been paid the remuneration owed for the period following his dismissal and prior

to his reinstatement, together with the sums corresponding to annual leave.

II. The Applicant held the post of Senior Finance Assistant at the G-7 level under a permanent contract with the UNDP office in Lomé when he was dismissed on 19 July 1993 for serious misconduct.

In October 1991, 11,810,000 CFA francs was debited from the UNDP account at the Banque internationale pour l'Afrique occidentale (BIAO) in payment of a cheque bearing the signature of the Deputy Resident Representative and that of the applicant. The bank, however, doubted the authenticity of the signatures. Following an expert evaluation, the Togolese police, to which the case had been referred, concluded that the applicant's signature was genuine, whereas the Deputy Resident Representative's had been forged. The respondent also consulted two other handwriting experts in New York who reached the same conclusion as the Togolese police. That being the case, although the judicial proceedings had not been brought to a conclusion, the respondent decided to dismiss the applicant but, upon the latter's request for a review, took the initiative to submit these same signatures for a fourth time to an expert accredited to the Court of Cassation in Paris, who, in his findings, absolved the applicant of the charge hanging over him by contesting the authenticity of his signature.

On the recommendation of the Disciplinary Committee, the respondent decided to reinstate the applicant with retroactive effect in respect of all rights conferred by the Staff Rules, but placed him on leave with pay as from 15 May 1997. The respondent rejected the applicant's claim that he be granted damages for improper dismissal and for the consequences arising therefrom.

It is this decision on the respondent's part that gave rise to this application.

III. The Tribunal believes that the solution to the dispute lies in the answers to the following questions: are damages for material and moral injuries justified, is interest owed on salary, emoluments and allowances, and is the applicant entitled to reimbursement of medical

expenses?

IV. The Applicant's claim for damages in respect of material injury is based on the fact that he was unemployed for three years because of negligence and errors in the conduct of the proceedings attributable to the respondent.

The Respondent maintains that the measures taken against the applicant, namely suspension and dismissal, were consistent with the exercise of the discretionary authority afforded to the respondent in disciplinary matters and were taken because of serious misconduct, objectively confirmed by the expert evaluation of the Togolese police and two New York handwriting experts. The Respondent asserts that time was taken before the imposition of the aforementioned measures in order to avoid any haste. The Respondent invokes as proof of its good faith in handling the case the claim that it fulfilled its obligations even when dishonest behaviour by the Applicant was uncovered in relation to quantities of petrol fraudulently obtained by him using UNDP petrol coupons without payment.

V. The Tribunal has, on several occasions, emphasized the Secretary-General's discretionary authority in disciplinary matters, including the authority to determine serious misconduct and decide on the nature of disciplinary measures. As stated in its Judgement No. 386, *Cooper*, of 26 May 1987, it holds that the respondent's decision can only be rescinded by the Tribunal if no reasonable person could have reached the same conclusion on the evidence before him.

VI. In the case under consideration, the Tribunal considers that the debit from the Respondent's account of a large sum of money estimated at 11,810,000 CFA francs in payment of a cheque bearing the signature of the Applicant, recognized as authentic by various experts, could reasonably have led the respondent to deem such behaviour to be serious misconduct warranting disciplinary action.

The Tribunal believes, moreover, that the time taken by the respondent before adopting disciplinary decisions and the number of expert evaluations requested by it demonstrate a concern to exclude any irrelevant considerations from its decisions. Lastly, the fact that, upon the applicant's request for a review, the respondent took the initiative to order a fourth expert evaluation, despite the circumstances referred to in paragraph IV, is sufficient to substantiate the respondent's claim of having acted as a prudent administrator in the conduct of the proceedings.

VII. As to the moral injury, the applicant invokes by way of justification the damage to his reputation because of the slanderous accusation made against him. The Tribunal believes that this injury was due to an objective situation not attributable to the Respondent.

VIII. The Applicant also seeks interest on his salary for the period from 1 April 1992 to 8 September 1997, which was paid to him after the fourth expert evaluation.

The Respondent stresses that the salary and emoluments were paid within a reasonable time frame, namely, within four months of the decision of 15 May 1997, less than two weeks following the amicable settlement and less than three months following receipt of the Applicant's letter resolving the disagreement over the amount owed to him.

IX. The Tribunal believes that it cannot support the Applicant's claim in this respect, having already stated that the respondent's conduct was that of a prudent administrator and that no error was attributable to it.

X. Lastly, the Applicant claims reimbursement of medical expenses incurred during the period of dismissal. The Tribunal considers that these expenses should be reimbursed subject to a rigorous verification and evaluation, which could be undertaken by UNDP itself.

XI. All other pleas of the Applicant are rejected.

(Signatures)

Hubert THIERRY
President

Julio BARBOZA
Vice-President

Victor YENYI OLUNGU
Member

Geneva, 3 August 2000

Maritza STRUYVENBERG
Executive Secretary