



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

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Judgment No. 2021-UNAT-1152

**Ashraf Ismail abed allah Zaqqout  
(Applicant)**

**v.**

**Commissioner-General  
of the United Nations Relief and Works Agency  
for Palestine Refugees in the Near East  
(Respondent)**

**JUDGMENT ON APPLICATION FOR REVISION**

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Before:	Judge Graeme Colgan, Presiding Judge Martha Halfeld Judge Dimitrios Raikos
Case No.:	2021-1517
Date:	29 October 2021
Registrar:	Weicheng Lin

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Counsel for Applicant:	Self-represented
Counsel for Respondent:	Rachel Evers

**JUDGE GRAEME COLGAN, PRESIDING.**

1. Ashraf Ismail abed allah Zaqqout (Mr. Zaqqout or the Applicant) appealed against Judgment No. UNRWA/DT/2020/006 of the Dispute Tribunal of the United Nations Relief and Works Agency for Palestine Refugees in the Near East (UNRWA DT or UNRWA Dispute Tribunal, and UNRWA or Agency, respectively) to the United Nations Appeals Tribunal (UNAT or Appeals Tribunal). The UNRWA DT had dismissed as not receivable Mr. Zaqqout's applications challenging the monthly extensions of his Limited Duration Contracts (LDC) and eventually the non-extension of his final contract. By Judgment No. 2020-UNAT-1055 issued on 30 October 2020, the Appeals Tribunal dismissed Mr. Zaqqout's appeal. He now seeks revision of the Appeals Tribunal Judgment.

2. For the reasons set out below, we dismiss Mr. Zaqqout's application for revision of Judgment No. 2020-UNAT-1055.

**Facts and Procedure**

3. Although these matters are covered in the relevant previous judgments of the UNRWA DT and this Tribunal, we will repeat the relevant background facts for ease of understanding this Judgment. Effective 5 April 2015, Mr. Zaqqout joined UNRWA on an LDC as Social Worker at the Gaza Field Office (GFO). His last LDC was scheduled to cease on 30 June 2018.

4. On 17 January 2018, the Commissioner-General of UNRWA announced to all UNRWA staff that the Government of the United States of America was limiting its contribution to the Agency to USD 60 million in 2018, compared to its contribution of more than USD 350 million in 2017. The sudden and very significant decrease in this contribution led to a series of emergency measures that the Agency subsequently took to address the challenges of the prospective funding cut. Among them were proposals for an increase of 548 part-time posts for the GFO, the redeployment of 280 staff members, and the separation of 113 staff members.

5. This financial crisis affected Mr. Zaqqout's employment. His LDC was extended on a monthly basis, first from 1 July to 31 July 2018, then from 1 August to 31 August 2018, and finally from 1 September to 30 September 2018, the last extension being a result of an agreement between the GFO and the Local Staff Union in Gaza.

6. On 23 September 2018, Mr. Zaqqout requested review of his July and August monthly extensions. On 22 November 2018, the Director of UNRWA Operations, Gaza (DUO/G) accepted Mr. Zaqqout's request and reinstated him to his LDC post, retroactively from 1 October 2018 for three months through 31 December 2018. On 29 November 2018, he accepted the offer of this three-month extension of his LDC.

7. Between 23 November 2018 and 23 February 2019, Mr. Zaqqout filed three applications with the UNRWA Dispute Tribunal against: i) the July 2018 monthly extension; ii) the August 2018 monthly extension; and iii) the October-December extension. On 25 May 2019, he filed a fourth application with the UNRWA Dispute Tribunal, this one again in respect of the third contested decision.

8. On 12 February 2020, the UNRWA DT issued Judgment on Receivability No. UNRWA/DT/2020/006 dismissing Mr. Zaqqout's applications. The UNRWA DT found that the first two applications challenging the monthly extensions until 31 July 2018 and 31 August 2018 respectively, were not receivable on grounds that the decisions had been favourable to Mr. Zaqqout and also the challenged extensions had been superseded by decisions to further extend his employment. The UNRWA DT dismissed the two applications in relation to the Agency's decision to extend his contract from 1 October to 31 December 2018 on the same grounds as it had rejected his other applications, namely that these were administrative decisions that benefitted Mr. Zaqqout. It pointed out also that LDCs such as Mr. Zaqqout's did not carry any expectation of renewal or conversion to a more enduring appointment.

9. Mr. Zaqqout appealed the UNRWA DT Judgment to the Appeals Tribunal. On 30 October 2020, the Appeals Tribunal delivered Judgment No. 2020-UNAT-1055 and on 8 December 2020, the Judgment was entered into the Register of the Appeals Tribunal. The Appeals Tribunal found that all the grounds of appeal, except for Mr. Zaqqout's challenge to the Agency's decision not to renew his LDC beyond 31 December 2018, failed on grounds that those several decisions to extend from 1 July advantaged him by adding, in total, six months to his last LDC. As to the Commissioner-General's refusal to extend his appointment after that date, UNAT found no error in the UNRWA DT's concluding that the Agency was justified in doing so. The Agency faced a massive financial shortfall and Mr. Zaqqout's LDC provided expressly that he could have no expectation of renewal or extension or conversion to any other type of appointment. Finally, UNAT found that the remaining grounds of challenge brought by Mr. Zaqqout were raised

for the first time on appeal and could therefore not be allowed unless Mr. Zaqqout showed exceptional circumstances for their admission which he failed to do. The UNAT therefore dismissed the appeal and affirmed the UNRWA DT Judgment.

10. Mr. Zaqqout received the Arabic translation of the UNAT Judgment on 29 January 2021.

11. On 31 January 2021, Mr. Zaqqout filed an application seeking revision of the Appeals Tribunal Judgment. The Commissioner-General filed his comments on 3 March 2021.

12. On 5 October 2021, Mr. Zaqqout filed another application, this one for correction of the UNAT's 2020 Judgment (Case No. 2021-1619). Although most of the 228 pages of annexures to this application are in English, the application itself is in Arabic so a translation into English was called for by the Registry. In addition, the Respondent to this application (the Commissioner-General) is entitled to comment within 30 days of 14 October 2021, the date the application was served on the Respondent. Because of its close association with this application for revision, both applications should ideally be dealt with together. However, such were the lateness of the making of this application (which, under Article 11(2) of the UNAT's Statute (the Statute) has no time limit) and the volume of annexures indiscriminately attached to it, that we were unable to decide it in the current (Fall) Session of the Appeals Tribunal. It will have to be decided by judgment subsequently.

## **Submissions**

### **Mr. Zaqqout's Application for Revision**

13. Mr. Zaqqout asks that the Appeals Tribunal consider what he says are three decisive new facts. The first "fact", he submits, is to be found in a document entitled "Annex I Separation"<sup>1</sup>, which lists the staff members who were separated as a result of the staff emergency agreement. He states that he became aware of the document on 18 November 2020.

14. Mr. Zaqqout says he discovered the second "fact" on 12 December 2018, when a televised interview was posted on the Alkofiya Facebook channel, where the president of the Gaza Local Staff Union stated that UNRWA had reinstated all the staff members who had been separated owing to the emergency appeal, for a total of 68 who had been affected by the decision of the DUO/G dated

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<sup>1</sup> Annex 1 to the "Agreement between UNRWA Gaza Field Office and Staff Unions Staffing Changes related to the OPT Emergency Appeal in Gaza".

25 July 2018, and that it was working to re-employ 48 staff members whose service had been terminated through “pseudo-voluntary” retirement, the total being 116 staff members in accordance with the emergency agreement.

15. The third “fact” relates to the following announcement made by the Gaza Local Staff Union president on his personal Facebook page on 2 December 2020: “[S]o the Union was shaken down to the tune of \$420,000. Staff salaries were paid out of our union accounts for fear of arbitrary separation”. Mr. Zaqqout became aware of this fact on 9 December 2020 when searching on the Facebook page of the Gaza Local Staff Union president.

16. Mr. Zaqqout contends that the document “Annex I: Separation” reveals that 119 staff members were separated, and a total of 947 staff members were affected by the emergency appeals budget. There was therefore an error of fact, procedure and law, because that information conflicts with the Commissioner-General’s decision as set out in the UNRWA DT and UNAT judgments, which state that a total of 113 staff members would be separated and a total of 941 staff members would be affected by the emergency appeals budget. That in turn shows that the DUO/G overstepped the decision of the Commissioner-General by increasing the number of separated staff members by six, from 113 to 119, and hence increasing the number of affected staff members from 941 to 947.

17. The above demonstrates that the DUO/G wrongfully took advantage of the Commissioner-General’s decision of 5 July 2018 by deciding to end his service and decline to extend his contract using the pretext of the financial crisis. That is true for the following reasons. First, Mr. Zaqqout received no end-of-service compensation, financial entitlements or provident fund amounts or an *ex-gratia* payment in return for signing the separation agreement according to the emergency agreement. Second, the Commissioner-General and the Gaza Local Staff Union said that it had reinstated all the staff members belonging to the group of 68, but Mr. Zaqqout was not reinstated. Third, all the staff members who were separated owing to the financial crisis at UNRWA received letters stating that their post was abolished and serving notice of provisional redundancy, as per Judgment No. UNRWA/DT/2019/044; however, the letter to Mr. Zaqqout stated that his contract would not be renewed.

18. From the first and second facts, the Applicant concludes that the DUO/G wrongfully took advantage of the UNRWA financial crisis and of the discretionary authority granted to him by the Commissioner-General. The Appeals Tribunal and Mr. Zaqqout were misled into thinking that he

was on the list of 113 separated staff members referred to in paragraph 7 of the UNAT Judgment, even though, in view of the reasons given above, the Commissioner-General had not agreed to end his service and/or dismiss him owing to the financial crisis. The Administration did not act in good faith towards Mr. Zaqqout, and the Gaza regional office took advantage of the Commissioner-General's decision of 5 July 2018 to impose a disguised disciplinary measure connected with his disciplinary case which consisted of ending his service without waiting for the definitive results of the inquiry into the case, which is the real reason for which the Applicant's service was terminated.

19. Moreover, the statements made by the DUO/G conflict with paragraph 9 of the UNRWA DT Judgment, paragraph 8 of the UNAT Judgment, the agreement of 1 September 2018, and/or the statement made by the acting DUO/G, the emergency agreement of 14 November, and/or the first fact. In his statements, the DUO/G made the same points as those made in the decision of the Commissioner-General. Subsequently, however, "he [the Commissioner-General] changed his story", which calls into question the veracity of his explanation for the contradiction and shows that the Commissioner-General's decision to dismiss the staff members did not include Mr. Zaqqout.

20. The third fact calls into question the content of paragraphs 9, 57 (2) and 59 of the UNRWA DT Judgment and of paragraphs 8, 12 and 32 of the UNAT Judgment, by belying the Commissioner-General's claims regarding how the agreement of 1 September 2018 was reached. UNRWA and/or the Appeals Tribunal cannot rightly claim that the Administration reached an agreement with the Staff Union or that it is an administrative decision further to the decision of 25 July 2018. In view of the foregoing, it is clear that the decision of 22 November 2018 was taken to remedy all the improper measures in law and procedure and the lack of good faith shown by UNRWA. That casts doubt on the contention that the decision was positive and favoured Mr. Zaqqout.

21. Mr. Zaqqout asks that the Appeals Tribunal remand the case to the UNRWA DT for review on the grounds that paragraphs 5, 8, 9, 57 (2), 58, 59, 60, 68 and 69 of Judgment No. UNRWA/DT/2020/006 contain errors, as does Judgment No. 2020-UNAT-1055; that the case be referred to the Commissioner-General for the purposes of accountability; and that Mr. Zaqqout receive compensation for psychological damage resulting from "the legally incorrect measures and bad faith of UNRWA and [the Applicant's] experience of persecution, professional harassment and bias".

### **The Commissioner-General's Comments**

22. The facts reiterated by Mr. Zaqqout concern issues relating to the categories of staff that were affected following a series of emergency measures that the Agency took – and cannot be considered decisive in reaching the original decision.

23. Assuming *arguendo* that Mr. Zaqqout is presenting new facts, with regard to the alleged first fact, Mr. Zaqqout admits that he knew about the letter on 18 November 2020. It is also apparent that Mr. Zaqqout knew of the second and third facts. Mr. Zaqqout does not even state when he discovered the decisive facts and as such supports the contention that he was aware of the facts. He makes no indication whether the facts, at the time the Judgment was rendered, were unknown to the Appeals Tribunal and the party applying for revision.

24. The arguments advanced by Mr. Zaqqout do not fall within Article 11(1) of the UNAT Statute or Article 24 of the UNAT Rules of Procedure (the Rules). None of the contentions for revision constitutes a “decisive fact which was, at the time the judgment was rendered, unknown to the Appeals Tribunal and to the party applying for revision”. Mr. Zaqqout merely disagrees with the UNAT decision and seeks to reargue his appeal. In this regard, UNAT has held that an application for revision is not a substitute for appeal and a party may not seek revision of a judgment merely because the party is dissatisfied with the pronouncement of the Appeals Tribunal. A revision of a final judgment is an exceptional procedure and not an additional opportunity for a party to re-litigate arguments that failed at trial or on appeal.

25. The Commissioner-General requests that the Appeals Tribunal reject Mr. Zaqqout's request for revision of Judgment No. 2020-UNAT-1055.

### **Considerations**

26. Revisions of UNAT judgments are permitted under the UNAT Statute, although on limited grounds that must be made out by an applicant for revision. Article 11(1) provides materially:

[E]ither party may apply to the Appeals Tribunal for a revision of a judgement on the basis of the discovery of a decisive fact which was, at the time the judgement was rendered, unknown to the Appeals Tribunal and to the party applying for revision, always provided that such ignorance was not due to negligence. The application must be made within 30 calendar days of the discovery of the fact and within one year of the date of the judgement.

27. The elements necessary for a revision are therefore, first, that a “decisive” fact must have been discovered. The fact must be decisive in the sense that it will, if considered, change the outcome of the decided appeal. Second, Mr. Zaqqout must show that when the Judgment was rendered, this decisive fact was unknown to the Appeals Tribunal and to Mr. Zaqqout. Third, assuming that this second test is met, that omission cannot have been the result of negligence, in this case by Mr. Zaqqout. Fourth, Mr. Zaqqout must have made his application for revision within the period of 30 calendar days after the discovery of the decisive fact and within one year of the issuing of the Judgment.

28. These second and fourth tests raise an issue about when a judgment is “rendered” and whether, in Article 11(1), the word “within” means simply “within the period of 30 days after” or if it has a broader meaning. The UNAT Judgment has at least three significant dates: it is dated 30 October 2020, the last day of the Appeals Tribunal’s 2020 Fall Session; it was entered formally in the Appeals Tribunal’s Register on 8 December 2020; and finally, after having been translated from English into Arabic because that is the first language of the unrepresented Mr. Zaqqout, it was delivered to him on 29 January 2021.

29. The following timeline illustrates these relevant dates:

12 December 2018: <sup>2</sup>	Mr. Zaqqout says he discovered Fact No. 2
6 May 2020:	UNRWA DT issued Judgment No. UNRWA/DT/2020/006
19-30 October 2020 (inclusive):	UNAT’s 2020 Fall Session at which appeal was considered
30 October 2020:	Date entered on written Judgment
10 November 2020:	Outcome of UNAT Judgment published on UNAT website
18 November 2020:	Mr. Zaqqout discovers Fact No.1
8 December 2020:	Judgment formally entered on UNAT Judgment Register
9 December 2020:	Mr. Zaqqout discovers Fact No.3

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<sup>2</sup> As set out below, we consider that this date supplied by Mr Zaqqout may be in error. Despite the Applicant saying it was 12 December 2018, it is possible that it was really 12 December 2020 but, as noted there also, nothing turns on it.



29 January 2021: Arabic translation of Judgment sent to Mr. Zaqqout  
31 January 2021: Application for revision of Judgment filed by Mr. Zaqqout

30. What is to “render” a judgment of the UNAT and when is a judgment rendered? The UNAT Statute and Rules are not particularly helpful in this exercise. Nor too is the Appeals Tribunal’s recent practice during the current COVID-19 pandemic of releasing judgments other than by our previous practice of announcing the outcomes in public session in New York at the end of each session.

31. Different words are used to describe the process of issuing and bringing judgments to the notice of the parties. Article 4 of the Statute refers to the “delivery” of judgments. Article 6 of the Statute and Article 20 of the Rules both refer to the “publication” of judgments but at least in the Rules, which must follow and cannot contradict the Statute, this appears to refer to the publication on the UNAT’s website of all judgments and to the world in general rather than the advice of the outcomes of appeals to parties. Article 10 of the Statute refers both to judgments being “issued in writing” and to the publication of them. And, as already noted, Article 11 of the Statute is the only one referring to judgments being “rendered”. There is neither consistency nor definition of what is the rendering of judgments, and how this differs from any or all of their “delivery”, “publication”, or being “issued”.

32. Although for purposes of calculating the time in which an appeal to the UNAT must be determined pursuant to Article 7(1)(c) of the UNAT Statute, the receipt of a translated version of a judgment by a party has been held to be the date of the judgment.<sup>3</sup>

33. In *Nouinou*,<sup>4</sup> the Appeals Tribunal confirmed that applications for revision of a judgment can only be made after a written judgment is issued. It follows that the time for doing so begins to run from that point. Although this does not settle the issue of when a judgment is “rendered”, it does assist in supporting our decision that it was appropriate for Mr. Zaqqout to await his receipt of this Tribunal’s 2020 Judgment in his case before deciding whether he needed to apply for a revision of it in reliance on material that had come to his notice since the start of the Appeals Tribunal’s Session at which the appeal was considered.

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<sup>3</sup> See *Said v. Commissioner-General of the United Nations Relief and Works Agency for Palestine Refugees in the Near East*, Order No. 92 (2012).

<sup>4</sup> *Nouinou v. Secretary-General of the United Nations*, Order No. 344 (2019).

Had he been successful, there would have been no point in his seeking the revision of the Judgment.

34. The most appropriate definition of the rendering of a judgment appears to be to pronounce, declare or state the decision. In this case, that was done in writing. But that definition begs the question, to whom such a pronouncement, declaration or statement is made. In cases such as Mr. Zaqqout's, that must logically be the parties and each of them (and if at different times, at the last time), so that a judgment is rendered when it is pronounced, declared or stated to both (or all) of them in a comprehensible form. So, in our conclusion it follows, in relation to Mr. Zaqqout on whom the onus of satisfying these time limitations falls, that the UNAT's Judgment was rendered on 29 January 2021.

35. That being so, a literal reading of Article 11 of the UNAT Statute would mean that all the facts now sought to be relied on by Mr. Zaqqout were by then known to him. It might be suggested, theoretically at least, that in these circumstances and in order to comply with the 30-day time limit, Mr. Zaqqout should have sought the leave of the UNAT to introduce these facts into his case, although in circumstances in which he would not have known the outcome of his appeal and may indeed still have found himself successful and not have needed the additional evidence. Not only would such a course of action have been counter-intuitive, even to an experienced lawyer, but Mr. Zaqqout was unrepresented and communicating in the Arabic language in a forum operating in English. While the statutory provision appears to contemplate that new facts may emerge only after delivery of a judgment, as the facts of this case illustrate, there may be occasions also when that occurs between the session of the Tribunal at which the appeal is considered and the delivery of the judgment to the parties.

36. Perhaps fortuitously because we have not heard and considered submissions on this question, Mr. Zaqqout's application does not succeed or fail on this point. That is because the application for revision can be decided on other grounds. We have nevertheless noted the potential difficulties about revision applications made in circumstances such as these.

37. Should the appellate Judgment be revised? It is the appearance of the three facts summarised above and advanced by Mr. Zaqqout which he says should now be considered by this Tribunal and which, individually or collectively, are decisive of his previous appeal and mean that the result of this should be reversed.

38. We reiterate each of Mr. Zaqqout's grounds for revision and the Respondent's answers, before deciding those grounds. Addressing first the requirement for the existence of a decisive fact, Mr. Zaqqout invokes what he describes as a document of 17 October 2018 listing 71 staff members "who were separated". He says that most of these staff were permanent but that he was one of only two on LDCs. All of them were separated against their wills. He says that a further 48 staff members were separated either with their consent or at least without objection by them. The contracts of other staff members were altered, although they continued working for some time. Altogether, he says some 947 staff were affected by the emergency appeals budget.

39. Mr. Zaqqout says that he first became aware of this fact on 18 November 2020 by receipt of a letter containing the 2018 document sent to another staff member, despite the Applicant having repeatedly requested such documents from the Agency's Gaza Regional Office and from the Staff Union.

40. The second decisive fact relied on by Mr. Zaqqout is said to be a statement made on television on 12 December 2018 by an official of the local Staff Union. The effect of this statement was that it came to his knowledge for the first time that some affected staff had either been reinstated or were in the process of being so. Mr. Zaqqout says that he first became aware of this fact on the day of the television broadcast when it was posted on a Facebook page of the local Staff Union President. As already stated in footnote number 2, we consider that this date may be an error in Mr. Zaqqout's submissions, but nothing turns on this difference because it would not be decisive of his earlier appeal even if this fact were to be admissible.

41. The third decisive fact relied on is said to be that on 2 December 2020 the same staff union representative announced via the social media platform Facebook that the Staff Union had been "shaken down to the tune of \$420,000", staff salaries having been paid out of Union funds "for fear of arbitrary separation". Mr. Zaqqout says that this fact was first discovered by him on 9 December 2020 when he was searching through the local Staff Union's President's Facebook page.

42. The Respondent's answer to Mr. Zaqqout's application is, in comparison to his, relatively simple. The Respondent says that the Applicant's application is, in reality, one for a review of (appeal against) this Tribunal's Judgment because Mr. Zaqqout is dissatisfied with it, but there is no further right of appeal open to him. The Respondent points to Mr. Zaqqout's

submissions about alleged contradictions in the UNRWA DT's Judgment as evidence of his true motivation. The Respondent says that none of the three facts relied on by Mr. Zaqqout is, or would have been, decisive of his case had they been, or were now, before the Appeals Tribunal. In any event, the Respondent says, Mr. Zaqqout knew about the existence of each of these facts at the date of delivery of the Judgment.

43. We start with this Tribunal's Judgment of 30 October 2020 and the reasons for it. At paragraphs 31 and following we concluded that the Agency's administrative decision of 25 July 2018 that was adverse to him and about which Mr. Zaqqout complained, was nullified by the Agency's review of that action on 22 November 2018. It upheld Mr. Zaqqout's position and, as we found, meant that all but one of his grounds of appeal fell away. That left only his challenge to the Agency's decision not to renew or extend Mr. Zaqqout's LDC after 31 December 2018. We concluded that the Agency faced massive financial shortfalls at that time so that a significant reduction in staff was inevitable and necessary. Coupled with the legal and contractual position that he had no lawful expectation of extension or renewal of his LDC, this satisfied us that the UNRWA DT's Judgment had not been shown to have been erroneous in fact or in law.

44. If admitted and considered now, would any of the three newly disclosed facts relied on by Mr. Zaqqout cause that decision to be reversed, that is cause us to conclude that the Agency wrongfully or unlawfully failed or refused to extend or renew his LDC? We conclude that none of the three new facts sought to be relied on by the Applicant could have changed the outcome in any but possibly one of the several decisions entered against him in the UNRWA DT. That was the issue of the non-renewal of Mr. Zaqqout's last LDC.

45. In these circumstances we have gone back to the UNRWA DT's Judgment of 12 February 2020, his then grounds of challenge to the non-renewal, and the UNRWA DT's reasoning in dismissing his proceedings. As recorded in the UNRWA DT's Judgment, Mr. Zaqqout had two complaints. The first was that his remuneration grade was not increased as he moved between LDCs. The second was that the extensions to his LDCs were not made in accordance with the applicable regulatory framework. Neither of these points challenged the non-renewal or non-extension of his final LDC. The UNRWA DT nevertheless considered that question for Mr. Zaqqout but concluded it was decided by the fact that he could have had no legitimate expectation of renewal or extension. That was likewise the ground on which the UNAT rejected Mr. Zaqqout's appeal in 2020 finding that the UNRWA DT did not err in law

by determining that, even if Mr. Zaqqout had challenged his non-extension or non-renewal, the UNRWA DT had not erred in its conclusions.

46. Considered against that background context, we are satisfied that neither of the first and third new facts advanced by Mr Zaqqout (fact number two having, by Mr Zaqqout's account, come to his notice even before the UNRWA DT's hearing) could be decisive of his case and enable him to now succeed on his original appeal. The result would be no different even if, contrary to his submissions, fact number two had been revealed to Mr Zaqqout in December 2020 rather than December 2018. The new facts can only relate to a continuation of his employment by further or extended LDCs. As noted, this was not one of Mr. Zaqqout's issues that he brought to the UNRWA DT and this Tribunal did not allow it to be raised as a new ground on appeal. These new facts and their implications cannot overcome the conclusions reached by the UNRWA DT and the Appeals Tribunal on the earlier appeal.

47. This test being one of four which we have outlined earlier in this Judgment, all of which must exist for a judgment to be revised, Mr. Zaqqout's application must be and is dismissed.

**Judgment**

48. The application for revision of Judgment No. 2020-UNAT-1055 is dismissed.

Original and Authoritative Version: English

Dated this 29<sup>th</sup> day of October 2021.

*(Signed)*

Judge Colgan, Presiding  
Auckland, New Zealand

*(Signed)*

Judge Halfeld  
Juiz de Fora, Brazil

*(Signed)*

Judge Raikos  
Athens, Greece

Entered in the Register on this 3<sup>rd</sup> day of December 2021 in New York, United States.

*(Signed)*

Weicheng Lin, Registrar