



UNITED NATIONS APPEALS TRIBUNAL
TRIBUNAL D'APPEL DES NATIONS UNIES

Judgment No. 2025-UNAT-1570

Khaled Akram Hejab
(Appellant)

v.

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

JUDGMENT

Before:	Judge Leslie F. Forbang, Presiding Judge Nassib G. Ziadé Judge Abdelmohsen Sheha
Case No.:	2024-1973
Date of Decision:	27 June 2025
Date of Publication:	21 August 2025
Registrar:	Juliet E. Johnson

Counsel for Appellant:	Sani Khoury
Counsel for Respondent:	Stephen Margetts

JUDGE LESLIE F. FORBANG, PRESIDING.

1. Mr. Khaled Akram Hejab has filed an appeal against Judgment No. UNRWA/DT/2024/029 (impugned Judgment)¹ issued by the Dispute Tribunal for the United Nations Relief and Works Agency for Palestine Refugees in the Near East (Dispute Tribunal or UNRWA DT and UNRWA or Agency, respectively).

2. In the impugned Judgment, the UNRWA DT granted Mr. Hejab's application and rescinded the Agency's disciplinary measure of separation from service with termination indemnity. The Dispute Tribunal also set the amount of compensation in lieu of rescission as equivalent to two years' net base salary at the date of his termination.

3. In his appeal to the United Nations Appeals Tribunal (UNAT or Appeals Tribunal), Mr. Hejab contends that two years' net base salary is insufficient, and that he is entitled to more than five years' net base salary as compensation in lieu of rescission, as well as all lost salaries from the date of termination to the date of reinstatement or the date of payment of the in-lieu compensation.

4. For the reasons set forth below, the UNAT dismisses the appeal and affirms the impugned Judgment.

Facts and Procedure

5. Mr. Hejab joined the Agency on 14 September 1994. At the relevant time, he was the Chief, Field Infrastructure and Camp Improvement Programme (ICIP) for the West Bank Field Office (WBFO). In this capacity, he was managing two projects: a construction project at Bethlehem University (Project A) and another project at the Balad Autism Centre (Project B).

6. On 18 June 2019, the Director of UNRWA Operations, WBFO referred a complaint to the Department of Internal Oversight Services (DIOS) that Mr. Hejab had mismanaged Project A and engaged in financial irregularities including with regards to payments made to contractors and the removal of valuable olive trees from Project B.² The allegations were received following a field visit

¹ *Hejab v. Commissioner-General of the United Nations Relief and Works Agency for Palestine Refugees in the Near East*, Judgment No. UNRWA/DT/2024/029.

² 24 February 2020 Opportunity to Respond Letter (OTR letter), p. 1.

by an UNRWA donor, the Saudi Fund for Development. Further concerns were raised by implementing partners at Projects A and B.³

7. The DIOS investigation included interviews with 13 witnesses, including Mr. Hejab, and review of Agency files. In the DIOS investigator's interview with Mr. Hejab, he admitted to deleting the WhatsApp application from his Agency-issued mobile phone after DIOS had asked him to provide it to them as part of the investigation.⁴ During the investigation, another allegation was raised about a potential conflict of interest between Mr. Hejab and the appointed contractor (Contractor) on Project A.

8. On 5 February 2020, DIOS issued its Investigation Report, which concluded that there was sufficient evidence that Mr. Hejab had failed to exercise adequate management over the two projects, failed to declare a potential conflict of interest, and obstructed the DIOS investigation by destroying evidence.⁵

9. On 24 February 2020, the Director of UNRWA Operations, WBFO, issued Mr. Hejab an Opportunity to Respond letter which summarized four allegations against him:⁶

- (i) Mr. Hejab had mismanaged Project A by inadequate record keeping and failing to take decisive action following a "critical incident of unsatisfactory work" on the part of the appointed contractor, a failure that was considered "grossly negligent".
- (ii) Mr. Hejab had failed to declare his prior association during the procurement process with the contractor at Project A, namely that they had been neighbors for 40 years at a refugee camp and had attended the same school.
- (iii) Mr. Hejab had requested the municipality to remove trees from Project B, when this was not UNRWA's role, and moreover, he had failed to keep any records of the tree removal, amounting to a project management failure.
- (iv) Mr. Hejab had interfered with the investigation by deleting the WhatsApp application from his UNRWA-issued phone, which may have resulted in the destruction of evidence in relation to the allegations of fraud and corruption.

³ Investigation Report No. 7/2020, paras. 1-5.

⁴ Impugned Judgment, para. 15.

⁵ *Ibid.*, para. 16.

⁶ Summarized from the OTR letter, p. 2. See also impugned Judgment, para. 17.

10. On 15 March 2020, Mr. Hejab responded to the OTR letter.

11. On 17 September 2020, the Director of UNRWA Operations, WBFO issued a Disciplinary Measures letter (DM letter) imposing on Mr. Hejab the disciplinary measure of separation from service with termination indemnity (contested decision). The DM letter stated, in relevant part:⁷

The allegations against you, including the assessment by the relevant officials, have concluded that there is clear and convincing evidence of mismanagement and destruction of material evidence (...), amounting to serious misconduct.

I concur with the assessment that there is clear and convincing evidence to substantiate that you have committed misconduct, in violation of the Charter of the United Nations (Chapter XV, Article 101), the Standards of Conduct for International Service 2013 (paragraphs 5 and 13), UNRWA Anti-Fraud and Anti-Corruption Policy (paragraphs 7b and 7c), Area Staff Regulation 1.1 and 1.4, and General Staff Circular No. 05/2007.

(...) I confirm that, in the best interest of the Agency, the following disciplinary measure shall apply to you, effective immediately:

Separation from service with termination indemnity (...)

12. On 23 September 2020, Mr. Hejab submitted a Request for Decision Review. The Agency did not respond.⁸

13. On 12 January 2021, Mr. Hejab filed an application challenging the contested decision with the UNRWA DT.

Prior proceedings

14. By Judgment No. UNRWA/DT/2022/060,⁹ the UNRWA Dispute Tribunal granted Mr. Hejab's application and rescinded the contested decision on the grounds that the DM letter had findings at such a high level of generality that it could not identify with certainty which specific actions the Agency found to be established to the requisite standard of proof. However, in this Judgment, the Dispute Tribunal had consolidated Mr. Hejab's application with applications of six other Agency staff members where the DM letters suffered from similar deficiencies. The

⁷ Impugned Judgment, para. 19.

⁸ *Ibid.*, para. 20.

⁹ *Hejab, Muheisen, Hussein, Tahtamouni, Elardabeh, Al Akhras, and Abu Fardeh v. Commissioner-General of the United Nations Relief and Works Agency for Palestine Refugees in the Near East*, Judgment No. UNRWA/DT/2022/060 (20 December 2022).

Commissioner-General appealed the latter Judgment to the UNAT on the grounds that consolidation of these cases was improper.

15. By Judgment No. 2024-UNAT-1413, the Appeals Tribunal granted the Commissioner-General's appeal and remanded all seven cases to the UNRWA DT to adjudicate separately.¹⁰

Impugned Judgment

16. On remand, the UNRWA DT observed that the DM letter imposing the contested decision contained no factual findings. Rather, it included only the conclusory statement that there was "clear and convincing evidence of mismanagement" and a list of rules and regulations that were violated by Mr. Hejab.¹¹ As a result, the Dispute Tribunal could not "ascertain which underlying acts the Agency found to be established by clear and convincing evidence".¹²

17. The UNRWA DT rejected the Commissioner-General's argument that the DM letter should be read in conjunction with the Investigation Report and the Reply brief submitted to the Dispute Tribunal. The Dispute Tribunal held that it was "indispensable for the Agency to present the key facts and actions on which a disciplinary measure [was] based in the disciplinary measure letter itself".¹³

18. Due to the failure of the Agency to identify the factual findings underlying the DM letter's conclusions on mismanagement, the Dispute Tribunal could not determine whether the facts were established by clear and convincing evidence. Accordingly, the Tribunal rescinded the contested decision with respect to the project mismanagement.¹⁴

19. As to the misconduct of destroying material evidence, the UNRWA DT found that this was established to the clear and convincing evidence standard because Mr. Hejab admitted to deleting the WhatsApp application from his phone, and this was a breach of paragraph 9 of General Staff Circular No. 05/2007.¹⁵

¹⁰ *Khaled Hejab, et al. v. Commissioner-General of the United Nations Relief and Works Agency for Palestine Refugees in the Near East*, Judgment No. 2024-UNAT-1413, para. 133.

¹¹ Impugned Judgment, para. 38.

¹² *Ibid.*

¹³ *Ibid.*, para. 44.

¹⁴ *Ibid.*, para. 45.

¹⁵ *Ibid.*, paras. 46-47.

20. Turning to whether the sanction of separation from service was proportionate to the misconduct, the UNRWA DT found that the rationale in the DM letter was “concerningly limited”. The DM letter stated only that Mr. Hejab had committed serious misconduct and that it was “in the best interest of the Agency” to terminate his appointment. The DM letter did not articulate what it had considered in arriving at this sanction, nor did it specify any aggravating or mitigating factors that had been taken into account.¹⁶

21. The UNRWA DT concluded that the inadequacy of the reasoning in the DM letter prevented it from evaluating whether the Agency lawfully exercised its discretion in imposing the sanction of separation from service. Therefore, the contested decision as to the destruction of material evidence was rescinded on this basis.¹⁷

22. The UNRWA DT observed that Mr. Hejab had been separated from service on 17 September 2020, almost four years prior to the delivery of the impugned Judgment. Accordingly, if the Agency declined to reinstate Mr. Hejab, the UNRWA DT should pay him compensation in lieu of rescission equivalent to two years’ net base salary at the date of termination.¹⁸ The Dispute Tribunal concluded that Mr. Hejab’s case did not present any factors sufficient to justify higher compensation.¹⁹

23. On 27 November 2024, Mr. Hejab filed an appeal of the impugned Judgment, to which the Commissioner-General responded on 14 February 2025.

Submissions

Mr. Hejab’s Appeal

24. Mr. Hejab concurs with the UNRWA DT’s conclusion that the contested decision to terminate his employment with the Agency was unlawful and should have been rescinded.

25. Mr. Hejab, however, submits that the UNRWA DT erred in setting the amount of compensation in lieu, should the Agency not return him to his former employment.

¹⁶ *Ibid.*, para. 51.

¹⁷ *Ibid.*, para. 52.

¹⁸ *Ibid.*, para. 55.

¹⁹ *Ibid.*

26. Mr. Hejab contends that the UNRWA DT did not take into consideration the following special circumstances surrounding his termination.

27. Mr. Hejab submits that the termination decision was disproportionate to the final findings in the Investigation Report. Mr. Hejab submits that through the investigation, the Agency affirmatively established that there was no personal corruption or profit by him. He was found not to have acted for his own financial gain or engaged in financial irregularities. Termination could not under any circumstances have been the fair consequence for the minor errors that were attributed to him, even assuming that they were true (which they were not).

28. Mr. Hejab submits that the claim that there was a conflict of interest with respect to his association with the Contractor was baseless. It was far-fetched to claim a conflict of interest because both he and the Contractor came from the largest refugee camp in the West Bank. The Agency failed to inform him that he needed to declare every Contractor from his hometown. Further, Mr. Hejab was not a member of the tender committee and played no role in choosing the Contractor.

29. Mr. Hejab contends that his termination was due to foreign influence and considerations. Mr. Hejab avers that in 2018 he was informed by his supervisors that representatives of a foreign donor government did not want him present at the project sites. Mr. Hejab contends that the baseless complaint against him regarding financial irregularities and an extraordinary incident with a contractor was a way for the Agency to get rid of him and solve an awkward situation between the Agency and the foreign donor.

30. Mr. Hejab elaborates that it became very clear that the original accusations of financial irregularities and payments to a contractor were false slander because the investigators did not even ask him about these charges, even though these allegations supposedly came from “credible sources”. The termination decision was completely disproportionate to the ultimate findings of mismanagement. Therefore, “there can be no doubt” that this decision was done for “foreign considerations unrelated to his work” and that he is entitled to well over five years of in-lieu compensation. The contested decision was not a “regular” decision, it is part of a huge retaliation against him by using false accusations to please a donor.

31. Mr. Hejab avers that he has been a dedicated employee of the Agency for 30 years, serving without incident, and receiving only the highest praises for his work and devotion to the Agency.

32. Mr. Hejab points out that he has been unemployed for four years and that as an elderly man close to retirement he has little chance of re-employment given the economic conditions of the Palestinian Authority.

33. Mr. Hejab submits that the UNRWA DT did not take into account the very serious accusations against him on his good name and reputation.

34. Mr. Hejab contends that the Agency's failure to specify on what basis it drew the conclusions in the DM letter was not a matter of mere negligence or mistake but was actually "bad faith and reckless disregard". Accordingly, in line with the Appeals Tribunal's Judgment in *Wakid*,²⁰ he is entitled to compensation in excess of two years' salary.

35. Mr. Hejab claims that the UNRWA DT failed to exercise its jurisdiction to analyze the unique circumstances of his case, which would have allowed it to award him compensation in excess of two years.

36. Mr. Hejab submits that the UNRWA DT erred by not examining the claims against Mr. Hejab on their own merits. The Dispute Tribunal did not take into consideration that he was falsely accused of serious violations and the remaining accusations, even if true, were minor.

37. Mr. Hejab claims that the termination decision was punitive, unfair, immoral, inhumane, cruel, illogical, vindictive, lacks professionalism, applied hastily and completely out of line with the offenses. Accordingly, his case was clearly exceptional under Article 10(5)(b) of the UNRWA DT Statute.

38. Mr. Hejab submits that if he is not reinstated, he is entitled to a sum equivalent to five years of net salary instead of two.

39. Mr. Hejab also argues that he is entitled to all the salaries from the date of termination until the date of his return to work or the payment of the in-lieu compensation.

40. Mr. Hejab contends that any other outcome would be positive for the Agency, which is unfair because the Agency never reinstates terminated employees because it knows the liability is a small sum of only two years. A lump sum payment of two years is relatively low and provides no

²⁰ *Jafar Hilmi Wakid v. Commissioner-General of the United Nations Relief and Works Agency for Palestine Refugees in the Near East*, Judgment No. 2024-UNAT-1417.

incentive for the Agency to correct its ways. Mr. Hejab refers to the United Nations Dispute Tribunal decision in *Nakhlawi*,²¹ which acknowledged that no single employee has been reintegrated into the Organization after their firing was found to be illegal.

41. Mr. Hejab further points out that the Administrative Tribunal of the International Labor Organization (ILOAT) typically enforces orders of rescission of termination decisions.

42. Mr. Hejab queries whether the UNRWA DT is in fact a neutral judicial function or simply playing a minor role of granting minor compensation of two years' salary when a person has lost his livelihood after 30 years of service.

43. Mr. Hejab concludes that in light of all these special circumstances, the impugned Judgment cannot stand and proper compensation must be awarded to him.

The Commissioner-General's Answer

44. The Commissioner-General submits that there is no factual or legal basis for an enhanced award of in-lieu compensation in this case; accordingly, he requests that the UNAT dismiss the appeal.

45. The Commissioner-General submits that the UNRWA DT correctly set the amount of in-lieu compensation at the statutory maximum of two years' net base salary pursuant to Article 10(5) of the UNRWA DT Statute.

46. The Commissioner-General points out that the UNRWA DT specifically recognized the factors that might warrant an exceptional award which were set out in the Appeals Tribunal Judgment in *Wakid*. The UNRWA DT correctly did not find those factors in this case.

47. The Commissioner-General recalls that the UNAT has consistently held that it will not lightly interfere with the Dispute Tribunal's decision in awarding compensation, absent a compelling argument that the Tribunal has erred on a question of law or fact that resulted in a manifestly unreasonable decision.²²

²¹ *Nakhlawi v. Secretary-General of the United Nations*, Judgment No. UNDT/2016/204.

²² The Commissioner-General relies on *Herbert Robinson v. Secretary-General of the United Nations*, Judgment No. 2020-UNAT-1040, para. 27.

48. The Commissioner-General submits that Mr. Hejab's claim that the UNRWA DT failed to exercise jurisdiction is incorrect. Plainly, Mr. Hejab is simply dissatisfied with the Dispute Tribunal's analysis.

49. The Commissioner-General argues that Mr. Hejab's complaint that the Dispute Tribunal was unable to make a determination of the case on its merits is equally misguided. The contested decision was reviewed on its merits and rescinded. Mr. Hejab had the opportunity to demonstrate that his case was exceptional but failed in convincing the UNRWA DT on this point.

50. The Commissioner-General states that Mr. Hejab claimed before the Dispute Tribunal that the contested decision was due to foreign influence, but he failed to produce any evidence in support, so there was no obligation for the Tribunal to address this.

51. The Commissioner-General points out that several of the factors that Mr. Hejab claims make his claim exceptional were explicitly found in *Wakid* to be an insufficient basis for an exceptional award. Specifically, the UNAT held that lengthy employment and status as a Palestinian refugee would not render a case exceptional.

52. The Commissioner-General submits that the UNAT has held in a different case that Mr. Hejab's claims regarding harm to his good name and reputation relate to moral damages and not to compensation in lieu.²³

53. The Commissioner-General argues that contrary to Mr. Hejab's claim that he was acquitted of all accusations and found guilty of a few minor things, the UNRWA DT found that the misconduct of destruction of material evidence was established.

54. The Commissioner-General contends that Mr. Hejab's reliance on precedents from the ILOAT or courts in national jurisdictions is misplaced because the UNRWA DT is obliged to follow the precedents of the UNAT. The provisions of the ILOAT Statute are different from the UNAT Statute.

55. The Commissioner-General submits that there is nothing in the record that indicates the existence of the factors identified in *Wakid*, e.g., "reckless abuse of power, blatant harassment, discrimination, retaliatory threats and hostility, humiliation, lack of good faith, manifest

²³ The Commissioner-General relies on *El Khalek v. Commissioner-General of the United Nations Relief and Works Agency for Palestine Refugees in the Near East*, Judgment No. 2014-UNAT-442, para. 30.

unfairness or disproportionality, grave violations of due process, or manipulation” against Mr. Hejab.²⁴

56. The Commissioner-General argues that Mr. Hejab’s claim for “all the salaries from the date of termination until the date of his return to work or the payment of the compensation” does not have any legal basis. In-lieu compensation is the monetary alternative to rescission and not a measure of prejudice suffered by the aggrieved party. There is no basis to order payment for compensation for loss of employment once in-lieu compensation has been set.²⁵

57. The Commissioner-General concludes that because Mr. Hejab has failed to establish any error by the UNRWA DT warranting a reversal of the impugned Judgment, the remedies he seeks are without basis.

58. The Commissioner-General requests that the UNAT dismiss the appeal and affirm the impugned Judgment.

Considerations

59. The scope of the present appeal is limited to only the facts and procedure that are relevant to the dispute over in-lieu compensation and other reliefs sought. As neither party appeals the rescission of the contested decision, this part of the impugned Judgment is *res judicata*.²⁶ The issues for determination are limited to two questions: (i) whether the UNRWA DT erred in failing to award more than two-years’ net base salary as compensation in lieu of rescission of the contested decision, and (ii) whether Mr. Hejab is entitled to the additional compensation sought for lost salaries.

Whether the UNRWA DT erred in failing to award more than two years’ net base salary as compensation in lieu of rescission of the contested decision

60. In the impugned Judgment, the UNRWA DT, in rescinding the contested decision, considered that Mr. Hejab’s case did not present any factors sufficient to justify higher compensation than the two years’ net base salary ordered in lieu of rescission.

²⁴ *Jafar Hilmi Wakid* Judgment, *op. cit.*, para. 63.

²⁵ The Commissioner-General relies on the Secretary-General’s own submissions in *Nouinou v. Secretary-General of the United Nations*, Judgment No. 2019-UNAT-902, para. 18.

²⁶ *Jafar Hilmi Wakid* Judgment, *op. cit.*, para. 56.

61. Mr. Hejab takes issue with the UNRWA DT's determination. He seeks compensation in lieu of rescission of "more than five years' net base salary", as well as all salaries from his termination date until the date of his return to work or the date of payment of the in-lieu compensation. The Commissioner-General on his part submits that the UNRWA DT correctly set the amount of compensation in lieu of rescission at the statutory maximum of two years' net base salary. Moreover, the Commissioner-General asserts that Mr. Hejab failed to establish any error of fact, law or procedure by the UNRWA DT warranting the reversal of the impugned Judgment.

62. Article 10(5) of the UNRWA DT Statute provides:

As part of its judgement, the Dispute Tribunal may order one or both of the following:

(a) Rescission of the contested administrative decision or specific performance, provided that, where the contested administrative decision concerns appointment, promotion or termination, the Dispute Tribunal shall also set an amount of compensation that the respondent may elect to pay as an alternative to the rescission of the contested administrative decision or specific performance ordered, subject to subparagraph (b) of the present paragraph;

(b) Compensation for harm supported by evidence, which shall normally not exceed the equivalent of two years' net base salary of the applicant. The Dispute Tribunal may, however, in exceptional cases order the payment of a higher compensation for harm supported by evidence and shall provide the reasons for that decision.

63. Article 10(5)(a) of the UNRWA DT Statute enables awarding compensation in lieu subject to subparagraph (b), which sets a statutory cap of two years' net base salary on awardable compensation. The only exception is when the Dispute Tribunal views a case as exceptional, justifying an enhanced award. Therefore, the determination of this appeal ultimately turns on the existence or non-existence of exceptional circumstances in this case to either justify Mr. Hejab's claims or validate the UNRWA DT's decision.

64. On appeal, Mr. Hejab argues that the UNRWA DT failed to exercise its jurisdiction and analyze the unique circumstances of his case, which in his view allowed for an award of more than two years compensation in lieu of rescission. Indeed, he asserts that he was entitled to five years' compensation in lieu. He specifically contends that the following special circumstances surrounding his termination were not taken into account: (i) his long period of exceptional service, the serious allegations of corruption and their subsequent dismissal as frivolous charges,²⁷ (ii) the

²⁷ Appeal brief, para. 21.

fact that he was an elderly man close to retirement without any work or income for the past four years,²⁸ (iii) the difficult economic conditions where he lived in the occupied Palestinian territories with no prospect to find another job,²⁹ (iv) the impact of the very serious allegations on his good name and reputation,³⁰ (v) the Respondent's deliberate policy not to reinstate unjustly terminated employees,³¹ and (vi) he was actually acquitted of the accusations against him and only found guilty on a few minor claims.³² We do not agree.

65. In our view, none of the reasons provided by Mr. Hejab, considered individually or collectively, is convincing enough to consider the case exceptional. We stated in *Wakid* that:³³ “exceptional simply means something out of the ordinary, quite unusual, special, or uncommon. To be exceptional, a circumstance or reason need not be unique or unprecedented or very rare, but it cannot be one which is regular or routinely or normally encountered”.

66. In this case, Mr. Hejab's difficulty in finding another job cannot be considered as an unusual circumstance. We find that it is not unusual for an older staff member, particularly one who is close to retirement, to have difficulty in finding another job. These are routine or normal challenges faced by people in similar situations, and therefore such reasons do not make his case exceptional to warrant the award of higher compensation in lieu of rescission.

67. Further, the difficult economic conditions of living in the “occupied Palestine territories” do not make Mr. Hejab's case exceptional. To consider otherwise would mean that the cases of every UNRWA staff member living in the Palestinian territories would be exceptional. Moreover, the living conditions and the prospects of employment in that area remain elements that are extraneous to the Administration and beyond its control.³⁴

68. We equally do not find merit in Mr. Hejab's contention that the impact of the “very serious allegations on his good name and reputation” was a special circumstance surrounding his termination which the UNRWA DT failed to consider. The Commissioner-General rightly argues

²⁸ *Ibid.*

²⁹ *Ibid.*, paras. 2 and 21.

³⁰ *Ibid.*, para. 21.

³¹ *Ibid.*, para. 2.

³² *Ibid.*, para. 29.

³³ *Jafar Hilmi Wakid* Judgment *op. cit.*, para. 62, citing *Morsy v. Secretary-General of the United Nations*, Judgment No. UNDT/2009/036, para. 50.

³⁴ *Jafar Hilmi Wakid* Judgment, *op. cit.*, para. 65.

that such arguments are in fact related to moral damages, and not when compensation is set as an alternative to reinstatement.³⁵

69. An award under Article 10(5)(a) of the UNRWA DT Statute is an economic equivalent as an alternative for the loss of rescission or specific performance the Tribunal has ordered in favor of the staff member. It is not the same remedy as an award for moral damages and does not serve the same purpose.³⁶ Consequently, the UNRWA DT's order for compensation in lieu of rescission capped at two years' net base pay is without error in this case.

70. In the same vein, Mr. Hejab submits that the UNRWA DT's decision to cap compensation in lieu of rescission at two years' net base salary was "inconsistent with the laws enforced by (...) ILOAT" or the "practices of the majority of Member States with regard to their own civil staff."³⁷ The Commissioner-General argues that Mr. Hejab's claim is "entirely without merit", and that the "UNRWA DT's decision was consistent with the provisions of the UNRWA DT Statute and the UNAT jurisprudence."³⁸ We agree with the latter view.

71. We also agree with the Commissioner-General that the "ILOAT Statute does not prescribe an obligation to set an amount as compensation in lieu of rescission in cases where the contested administrative decision concerns appointment, promotion, or termination."³⁹

72. Article VIII of the ILOAT Statute provides:

In cases falling under article II, the Tribunal, if satisfied that the complaint was well founded, shall order the rescinding of the decision impugned or the performance of the obligation relied upon. If such rescinding of a decision or execution of an obligation is not possible or advisable, the Tribunal shall award the complainant compensation for the injury caused to her or him.

73. Not only is the statutory provision unlike that of the UNRWA DT Statute, Mr. Hejab cannot rely on the ILOAT Statute or its judgments, which, despite their persuasive nature, are not binding on the UNRWA DT or the present Tribunal.⁴⁰

³⁵ *El-Khalek* Judgment, *op. cit.*, para. 30.

³⁶ *Eissa v. Secretary-General of the United Nations*, Judgment No. 2014-UNAT-469, para. 31.

³⁷ Appeal brief, para. 37.

³⁸ Answer brief, para. 22.

³⁹ *Ibid.*

⁴⁰ *Al Othman v. Commissioner-General of the United Nations Relief and Works Agency for Palestine Refugees in the Near East*, Judgment No. 2022-UNAT-1196, para. 109.

74. Similarly, Mr. Hejab’s arguments in reference to the judicial remedies available in the majority of member states are also without merit. We have reiterated that the “Agency is governed by its internal rules and regulations and not the national laws of its Member States”⁴¹ unless the [Organization] adopts such national laws as part of its internal law.⁴²

75. Again, in our consistent jurisprudence, and in line with the case law of the former United Nations Administrative Tribunal, an exceptional circumstance requires the existence of egregious factors.⁴³ Such egregious factors may include reckless abuse of power,⁴⁴ blatant harassment,⁴⁵ discrimination,⁴⁶ retaliatory threats and hostility,⁴⁷ humiliation,⁴⁸ lack of good faith,⁴⁹ manifest unfairness or disproportionality,⁵⁰ grave violations of due process,⁵¹ or manipulation.⁵² The common ground of all these exceptional factors is the existence of bad faith or reckless disregard on the side of the Administration that directly led to the aggravation of the staff member’s grief. This reflects the misuse of authority by the Administration and the deviation from the public interest.⁵³

76. We find that Mr. Hejab’s case was not egregious. The Agency had a case to make, made it properly, and the allegations of mismanagement were not truly tested on the merits. The allegations failed, not because of their lack of merit, but due to the Agency’s failure to identify the factual findings underlying the DM letter’s conclusions.⁵⁴ Moreover, exceptional compensation is not appropriate where the staff member is not “blameless”.⁵⁵ In this case, Mr. Hejab was not entirely blameless. The UNRWA DT found him culpable to have committed the misconduct with

⁴¹ *B. Kosbeh et al. v. Commissioner-General of the United Nations Relief and Works Agency for Palestine Refugees in the Near East*, Judgment No. 2018-UNAT-894, para. 29.

⁴² *Wang v. Secretary-General of the United Nations*, Judgment No. 2014-UNAT-454, para. 32.

⁴³ *Jafar Hilmi Wakid* Judgment, *op. cit.*, para. 63.

⁴⁴ *Mmata v. Secretary-General of the United Nations*, Judgment No. 2010-UNAT-092, paras. 32-33.

⁴⁵ *Hersh v. Secretary-General of the United Nations*, Judgment No. 2014-UNAT-433-Corr.1, para. 38.

⁴⁶ *Aly et al. v. Secretary-General of the United Nations*, Judgment No. 2016-UNAT-622, para. 50.

⁴⁷ *Mmata* Judgment, *op. cit.*, para. 32.

⁴⁸ Former Administrative Tribunal Judgment No. 936, *Salama* (1999), para. VII.

⁴⁹ *Ibid.*

⁵⁰ *Applicant v. Secretary-General of the United Nations*, Judgment No. 2022-UNAT-1187, para. 80; *Mmata* Judgment, *op. cit.*, para. 32.

⁵¹ *Angioli Rolli v. Secretary-General of the World Meteorological Organization*, Judgment No. 2023 UNAT-1346, para. 79; *Cohen v. Secretary-General of the United Nations*, Judgment No. 2011-UNAT 131, para. 21.

⁵² Former Administrative Tribunal Judgment No. 1008, *Loh* (2001), para. IX.

⁵³ *Jafar Hilmi Wakid* Judgment *op. cit.*, para. 63.

⁵⁴ Impugned Judgment, para. 45.

⁵⁵ *Ade Mamonyane Beatrice Lekoetje v. Secretary-General of the United Nations*, Judgment No. 2022-UNAT-1227, para. 135.

regards to interference with the investigation when he deleted his WhatsApp application from his Agency-issued phone after he had been requested to turn it over.⁵⁶

77. Therefore, we neither find such egregious factors here nor do we find that the Agency has shown bad faith or was reckless in the violation of the staff member's rights. In any event, Article 10(5)(b) of the UNRWA DT Statute "does not require a formulaic articulation of aggravating factors; rather it requires evidence of aggravating factors which warrant higher compensation".⁵⁷

78. We reiterate the principle that the Dispute Tribunal is in the best position to decide on the level or quantum of compensation given its appreciation of the case, and compensation must be set by the UNRWA DT following a principled approach on a case-by-case basis.⁵⁸ The Appeals Tribunal ordinarily will be reluctant to interfere with an award of compensation by the Dispute Tribunal because the amount of compensation is necessarily a matter of estimation and discretion.⁵⁹

79. In the instant case, we find that the UNRWA DT did not commit an error of law or make manifestly unreasonable factual findings in its award of compensation of two years' net base salary. Therefore, we find no compelling argument or exceptional reason to interfere with this award and decline to do so. Absent any error of law or manifestly unreasonable factual findings, we will not interfere with the discretion vested in the UNRWA DT to decide on remedy.

80. Accordingly, we find that the UNRWA DT did not err in not awarding more than two-years' net base salary as compensation in lieu.

Whether Mr. Hejab is entitled to the additional compensation sought for lost salaries

81. As additional relief, Mr. Hejab seeks the payment of all lost salaries from the date of termination to the date of reinstatement or the date of payment of the in-lieu compensation.

82. Turning to this request for all lost salaries, we note that such request was not made before the UNRWA DT at first instance nor in the Request for Decision Review. In his submissions to the

⁵⁶ Impugned Judgment, para. 47.

⁵⁷ *Mmata* Judgment, *op. cit.*, para. 33.

⁵⁸ *Haroun v. Secretary-General of the United Nations*, Judgment No. 2019-UNAT-909, para. 32.

⁵⁹ *Ibid.*

UNRWA DT, Mr. Hejab sought as his sole remedy to “reverse or take back the dismissal and return to former employment”.

83. He therefore restricted his claim, at the time his application was seized by the Dispute Tribunal, to rescission of the contested decision or the compensation set as an alternative for reinstatement under Article 10(5)(a) of the UNRWA DT Statute. He did not make any specific request for compensation for loss of earnings (salary). Any other way of reading Mr. Hejab’s submissions, namely by expanding the scope of the relief sought through his application to the first instance Tribunal so as to cover a request for loss of salary, would prejudice due process of law, affecting the ability of the opposing party to effectively answer his petition that failed to explicitly refer to the specific kind of damage or request adequate compensation for it.⁶⁰

84. It is a trite principle that courts are bound by the pleadings and reliefs sought by parties in a suit, and courts cannot grant reliefs not pleaded.

85. In *Sirhan*, we stated:⁶¹

The Dispute Tribunal is not competent to award compensation of the specific kind, namely for actual pecuniary or economic loss, including loss of earnings, as well as non-pecuniary damage, procedural violations, stress, and moral injury, without a previous claim for such damage and compensation. If no request for such compensation is made, the Dispute Tribunal lacks jurisdiction to award this kind of compensation *sua sponte*.

86. In the present case, Mr. Hejab had not requested all lost salaries before the UNRWA DT, so it did not have jurisdiction to award compensation for loss of earnings. In addition, Mr. Hejab clearly seeks remedy exclusively under Article 10(5)(a), whereas his request for all lost salaries is an economic loss that falls under damages for harm awarded in Article 10(5)(b). Given Mr. Hejab’s election of remedies, this Tribunal cannot entertain the request for lost salaries.⁶²

87. In sum, Mr. Hejab’s request for all lost salaries from the date of termination to the date of reinstatement or the date of payment of the in-lieu compensation is not tenable.

⁶⁰ *Sirhan v. Commissioner-General of the United Nations Relief and Works Agency for Palestine Refugees in the Near East*, Judgment No. 2018-UNAT-860, para. 22.

⁶¹ *Ibid.*, para. 20.

⁶² *Zachariah v. Secretary-General of the United Nations*, Judgment No. 2017-UNAT-764, para. 36 (internal citation omitted).

Judgment

88. Mr. Hejab's appeal is dismissed, and Judgment No. UNRWA/DT/2024/029 is hereby affirmed.

Original and Authoritative Version: English

Decision dated this 27th day of June 2025 in New York, United States.

(Signed)

Judge Forbang, Presiding

(Signed)

Judge Ziadé

(Signed)

Judge Sheha

Judgment published and entered into the Register on this 21st day of August 2025 in New York, United States.

(Signed)

Juliet E. Johnson,
Registrar