



UNITED NATIONS DISPUTE TRIBUNAL

Case No.:	UNDT/NBI/2025/027
Judgment No.:	UNDT/2025/089
Date:	20 November 2025
Original:	English

Before: Judge Sean Wallace

Registry: Nairobi

Registrar: Wanda L. Carter

COMPAORE

v.

SECRETARY-GENERAL
OF THE UNITED NATIONS

JUDGMENT

Counsel for the Applicant:

Christian Gimenez Corte

Counsel for the Respondent:

Maria Romanova, DAS/ALD/OHR, UN Secretariat

Jacob B. van de Velden, DAS/ALD/OHR, UN Secretariat

Introduction

1. The Applicant served as a professional staff member on a fixed term appointment with the United Nations Organization Stabilization Mission in the Democratic Republic of the Congo (MONUSCO).
2. On 12 March 2025, the Applicant file an application challenging the decision to separate him from service for sexual exploitation. The Respondent filed a timely reply.
3. The Tribunal heard the case on 7 October 2025. The Applicant and the alleged victim (VO1) testified and were cross-examined by the Respondent.
4. The parties filed their respective closing submissions as directed on 3 November 2025, so the case is ready for adjudication.

Facts and Submissions

5. The Applicant was separated from United Nations service on 12 December 2024, following an investigation by the Office of Internal Oversight Services (OIOS), which resulted in a finding that he sexually exploited a local woman (VO1) between January and May 2021. The Applicant argues that the investigation was biased, incomplete, and contrary to due process.
6. It is the Applicant's case that OIOS ignored six crucial items of exculpatory evidence: (i) a decision by the Congolese Prosecutor closing the criminal case for lack of proof; (ii) a notarized withdrawal of complaints by Ms. Mugisha; (iii) an amicable notarized settlement dated 11 December 2021 confirming that the accusations were unfounded; (iv) a second notarized declaration of July 2024 reaffirming withdrawal of all charges; (v) a MONUSCO Legal Affairs decision closing its own inquiry on the same basis; and (vi) statements from six un-heard witnesses.
7. The Applicant argues that these documents demonstrated his innocence and that the investigation violated the principle of *non bis in idem* (no double jeopardy), since he had already been exonerated by a national court. He maintains that his

relationship with VO1 was consensual, private, and unrelated to his duties as a staff member of the United Nations. His conduct therefore did not constitute misconduct under staff regulation 1.2 and staff rule 10.1(a).

8. The Applicant further asserts that the disciplinary measure imposed was disproportionate. He highlights his unblemished service record and contends that a reprimand or written censure would have been more appropriate.

9. According to the Respondent, the Applicant met V01 in Goma, initiated a sexual relationship within days, and exploited her economic hardship by providing money, gifts, and promises of travel and business assistance in exchange for sex. When she became pregnant, he verbally abused her, calling her a “prostitute” and “thief,” pressured her to abort, gave her USD 400 to terminate the pregnancy, and even filed a police complaint requesting verification of her pregnancy. Such conduct is incompatible with UN standards of integrity and respect for human dignity.

10. The Respondent submits that these facts were established through the Applicant’s own admissions, documentary evidence, WhatsApp exchanges, police records, and the OIOS investigation. V01’s withdrawal of the complaints in domestic proceedings, following an \$8,000 financial settlement, did not negate the misconduct or bind the Organisation, as national acquittals do not preclude administrative accountability. The Applicant’s conduct was properly classified as sexual exploitation within the meaning of ST/SGB/2003/13, and the decision to impose separation was lawful, procedurally fair, and proportionate to the gravity of the misconduct.

Consideration

Standard of review in disciplinary cases

11. According to art. 9.4 of the Tribunal’s Statute, in reviewing disciplinary cases,

the Dispute Tribunal shall consider the record assembled by the Secretary-General and may admit other evidence to make an

assessment on whether the facts on which the disciplinary measure was based have been established by evidence; whether the established facts legally amount to misconduct; whether the applicant's due process rights were observed; and whether the disciplinary measure imposed was proportionate to the offence.

12. The Statute generally reflects the jurisprudence of the United Nations Appeals Tribunal ("UNAT"), see e.g., *AAC* 2023-UNAT-1370, para. 38; *Mizyed* 2015-UNAT-550, para. 18; *Nyawa* 2020-UNAT-1024.

13. In *Sanwidi* 2010-UNAT-084, para. 40, the Appeals Tribunal clarified that:

When judging the validity of the Secretary-General's exercise of discretion in administrative matters, the Dispute Tribunal determines if the decision is legal, rational, procedurally correct, and proportionate. The Tribunal can consider whether relevant matters have been ignored and irrelevant matters considered and also examine whether the decision is absurd or perverse.

14. The Appeals Tribunal, however, underlined that "it is not the role of the Dispute Tribunal to consider the correctness of the choice made by the Secretary-General amongst the various courses of action open to him", or otherwise "substitute its own decision for that of the Secretary-General." *Id.* at para.40. In this regard, "the Tribunal is not conducting a "merit-based review, but a judicial review", explaining that a "judicial review is more concerned with examining how the decision-maker reached the impugned decision and not the merits of the decision-maker's decision." *Id.* at para. 42.

Whether the facts on which the disciplinary measure was based were established by clear and convincing evidence

15. In disciplinary cases, "when termination is a possible outcome," the Administration must establish the alleged misconduct by "clear and convincing evidence," which "means that the truth of the facts asserted is highly probable." (*Negussie* 2020-UNAT-1033, para. 45). This is the evidentiary standard. UNAT clarified that clear and convincing evidence can either be "direct evidence of events" or may "be of evidential inferences that can be properly drawn from other direct evidence."

16. Regarding the examination of evidence of sexual misconduct, the Dispute Tribunal held in *Hallal* UNDT/2011/046, para. 55, affirmed by the Appeals Tribunal in *Hallal* 2012-UNAT-207, that:

in sexual harassment cases, credible oral victim testimony alone may be fully sufficient to support a finding of serious misconduct, without further corroboration being required”, because “[i]t is not always the situation in sexual harassment cases that corroboration exists in the form of notebook entries, email communications, or other similar documentary evidence, and the absence of such documents should not automatically render a complaining victim’s version as being weak or meaningless.

17. In *Hallal*, the Dispute Tribunal also held that “[a]s is always the case, any witness testimony should be evaluated to determine whether it is believable and should be credited as establishing the true facts in a case.” *Id*; see also *Mbaigolmem* 2018-UNAT-819, paras 31-32.

18. In this case, the contested decision was based on the USG/DMSPC’s conclusion that the following facts were established by clear and convincing evidence. The Sanction Letter states:

(i) from January to February 2021, [the Applicant] knowingly abused V01’s vulnerable financial situation for sexual purposes. You met V01 at the roadside, took her number and, within days, you were having regular sexual intercourse with her. You knew that there was a notable status differential between you, a United Nations staff member at P3 level and V01, a seller on the market in Goma. You visited V01 at her house, understood her perilous financial situation and started giving her significant sums of money up to half of her month’s earnings (or almost her entire monthly rent) and goods worth around two months of her earnings (or more than three months’ rent), as well as promised to help opening her own business;

(ii) in January 2021, shortly after you started having a sexual relationship with V01, you abused V01’s trust by inducing her to have unprotected sexual intercourse under the pretext that you wanted to have children with her. On 25 February 2021, when V01 informed you that she became pregnant as a result, you reacted angrily, and called her a “prostitute” and “thief,” telling her to leave your house;

(iii) from 27 February through March 2021, you repeatedly pressured, and financially induced V01 to get an abortion:

- on 27 February 2021, you drove V01 far to meet with a pharmacist that you knew, using a UN vehicle, despite the fact that Goma has various medical facilities nearby. At the location of the pharmacist, ... you asked V01 to do a pregnancy test, which was positive. You then asked the pharmacist how they could arrange an abortion. V01 informed you that she did not want to abort;

- at the beginning of March 2021, you organized a meeting at a hotel in Goma, during which the pharmacist ... pressured V01 to get an abortion; and

- on 12 March 2021, you gave V01 US\$ 400.00 (i.e. the equivalent of four months' income or seven months' rent for V01) to financially incentivize her to get an abortion;

- (iv) after giving V01 money for an abortion, you filed a criminal complaint against her on 10 April 2021, accusing her of harassing you and of claiming money from you. In your complaint, you requested the police to verify if she was still pregnant, while being aware that abortion is a criminal offence in the DRC; and

- (v) on or around 5 May 2021, you instructed your security guard to not permit V01 to enter your residence, and you did not intervene when the guard pushed V01 away from the gate.

19. Indeed, the Tribunal's independent assessment of the written record confirms that it sets out clear and convincing evidence to support the facts found by the USG/DMSPC. The Applicant's statements and admissions confirm much of this, as did the statements of V01.

20. However, as he is entitled, the Applicant chose to present testimony from V01 and himself to cast doubt upon the documentary record. Both confirmed the basic chronology of events between them but cast the relationship as normal, loving, and romantic. However, the Tribunal found this testimony to lack credibility.

21. Their testimony conflicted with their prior statements, which they affirmed were truthful. For example, V01 testified that she and the Applicant had a very good relationship. But in her interview with OIOS, V01 said when she told the Applicant she was pregnant, he responded by telling his guards force her to leave so he could sleep. When the guard pointed out that it was too late in the evening to put someone out on the street, the Applicant told the guard, "This is a whore, this

is a thief, she needs to be kicked out.” That certainly is not the action of a loving paramour and puts the lie to the rosy picture the witnesses tried to paint to the Tribunal.

22. Similarly, VO1 testified that they began having unprotected sex because “sometimes it can happen to have unprotected sex. As adults it happens.” This is completely different from her interview where she said “he stopped using condom. I didn’t want that but he kind of forced me, telling me that [he] wanted to have children with [her] and we are in a serious relationship, so that’s how I accepted at the end to have sexual intercourse without protection.”

23. Regarding the issue of abortion, VO1 testified to the Tribunal that “for me, at the beginning, I wanted to have an abortion because I wasn’t ready to have a baby.... [The Applicant told me that I could keep the baby, but for me I didn’t think it was the right time.”] Yet she previously told OIOS that, when they received a positive pregnancy test, she overheard the Applicant ask the doctor “when can we do this?” to which the doctor replied, “Don’t shout, people can hear you.” Then the doctor asked the Applicant “does the girl agree on this?” According to VO1, “at the beginning, I didn’t understand what they were talking about. Then [the doctor] said ‘did she agree on that because if I do this, the kind of medicine I am going to give her will make her abort and maybe her family will notice that and I could have problem because of that.’¹ Then [the Applicant] said ‘she is not a minor, so she can manage it.’ Then coming back home in the car he asked me ‘when can we do that?’ I told him that I cannot do that because I cannot kill.”

24. There are numerous examples of such inconsistencies between VO1’s testimony and her prior statements all directed at exonerating the Applicant. And the record reveals a reason for this change: he paid her.

25. The Applicant provided OIOS receipts showing his numerous payments to VO1 including USD 500 on 21 September 2021, USD 200 on 14 November 2021,

¹ Abortion is not legal in the Democratic Republic of Congo.

USD 200 on 23 November 2021, and USD 8,000 on 11 December 2021. He also made further payments thereafter.

26. According to an agreement signed along with the USD 8,000 payment, VO1 and the Applicant wanted to resolve all issues regarding their relationship and that money would pay for the child's support, the child's education, and purchase of a house for VO1. Apparently as part of this agreement, VO1 also signed a letter withdrawing allegations against the Applicant which were then pending in the local court.

27. When the Applicant was subsequently asked to provide comments on the allegations of misconduct in this case, VO1 signed another document "A Qui De Droit" (To Whom It May Concern). This document also seeks to withdraw her allegations in the case being pursued with the Applicant's "employer," the United Nations. Finally, on 13 June 2025, VO1 signed a letter to the Tribunal affirming her prior withdrawal of all complaints and requesting to appear at a hearing to affirm these statements.

28. In sum, VO1 clearly had a motive not to tell the truth before the Tribunal. And she had an interest in the outcome of this case since continued payments from the Applicant depended on his continued employment with the United Nations in Congo. She even agreed that she was concerned about how she would survive without financial support from the Applicant.

29. For all these reasons, the Tribunal does not find her testimony in court to be credible and relies instead on the statements she made before the Applicant's payments.

30. A similar analysis applies to the Applicant's testimony. Of course, it is obvious that he has an interest in the outcome of the case and thus a motive not to tell the truth to the Tribunal.

31. Additionally, his testimony was contradicted by his prior statements and other evidence. The Applicant told the investigator that he called VO1 a "prostitute" when she informed him of the pregnancy, but in court said that he said no such

thing. The Applicant was also recorded admitting to OIOS that he "brought a question about abortion at this moment at the pharmacist" but told the court that "this is never what happened or that never happened."

32. It is clear to the Tribunal that the Applicant paid VO1 US\$8,000 to withdraw her complaints against him. In the Applicant's own words "I paid for everything she wanted. I didn't decide the amount. She decided the amount, and I paid in November. I supported her and then this year we did the agreement." Indeed, the Applicant's admitted payment to have the charges dropped reflects his consciousness of guilt (*mens rea*) and is circumstantial evidence of his guilt.

33. The Applicant's version, while partially consistent, contained contradictions and sought to minimize his responsibility. The Tribunal finds this testimony lacks veracity.

34. Regarding the information allegedly ignored by the Organization, the Tribunal finds it to be unpersuasive. For the most part, that information amounts to VO1 withdrawing her allegations in exchange for money from the Applicant. As just noted, this validates the allegations rather negating them.

Whether the established facts amount to misconduct

35. The Applicant argues that his conduct was private and outside the scope of his official functions. He says that his relationship with VO1 was a private and consensual relationship between two adults, unconnected to his official duties, that there was no evidence of coercion, intimidation, or abuse of authority; he cannot therefore be found to have misconducted himself. He submits that the disciplinary action therefore lacked legal basis.

36. In ST/SGB/2003/013 (Special measures for protection from sexual exploitation and sexual abuse), the Secretary-General found that "sexual exploitation and sexual abuse violate universally recognized international legal norms and standards and have always been unacceptable behaviour and prohibited conduct for United Nations staff. Such conduct is prohibited by the United Nations Staff Regulations and Rules." *Id.* sec. 3.1.

37. Section 1 of that bulletin defines sexual exploitation as

any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another. Similarly, the term “sexual abuse” means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

38. Section 3.2 (a) makes clear that “Sexual exploitation and sexual abuse constitute acts of serious misconduct and are therefore grounds for disciplinary measures, including summary dismissal.”

39. Section 3.3 expressly states that “sexual relationships between United Nations staff and members of the local community are strongly discouraged as they are based on inherently unequal power dynamics and may undermine the credibility and integrity of the United Nations.”

40. In *Lucchini* 2021-UNAT-1121 at para 45, the Appeal Tribunal examined ST/SGB/2003/13 and explained that sexual exploitation could occur when a staff member:

abused a position of vulnerability for sexual purposes;

abused a position of differential power for sexual purposes;

abused trust for sexual purposes;

exchanged money, employment, goods or services for sex; or

engaged in some form of humiliating, degrading or exploitative sexual behaviour. [Emphasis added]

41. In *Makeen* 2024-UNAT-1461, para. 52, citing *Lucchini, Id.*, the Appeals Tribunal held that it “was sufficient” that the Applicant’s “conduct fell within one of the five categories of sexual exploitation stated in *Lucchini* for the offence to be established.” The Appeals Tribunal then went on to specifically find that an “unequal relationship and power imbalance” vitiated the victim’s ability to “fully consent.”

42. Applying this test to the instant case, the Tribunal notes that when the Applicant met VO1 she was selling vegetables on the roadside. According to her, VO1 earned between USD 10 and USD 25 per month, and sometimes her earnings did not cover her monthly rent. At that time, she was also supporting her ten-year old son. By contrast, the Applicant's net salary was approximately USD 14,000 per month. The Applicant conceded that VO1 "could not be compared to UN staff in financial terms." Indeed, it would take VO1 over a decade to earn what the Applicant took home in one month. Clearly, this made her economically vulnerable to the Applicant and vitiated her giving full consent.

43. The Applicant says he knew VO1 worked in the market but never asked what she sold or how much she made. The Applicant had been to the house that VO1 shared with her son and her mother, and he described it as "there was a minimum basics, it was a small house." The Applicant said:

I guess that yes, they have some income that allow them to stay and live, and I believe were looking for better days like most of the people... it's a survival area like in Africa, everybody normally supposed to fight and get something... I guess she's making some enough money to keep herself... So, I was supporting also her.... I've never seen her dirty. She never showed me some dirty situations and that's how I also liked her.

44. It is not disputed that after meeting VO1 on the roadside, he took her telephone number, and she came to his apartment. They had sex on the first visit. Curiously, in his testimony the Applicant described this meeting as follows:

We didn't meet and exchange phone numbers. [VO1] is not somebody you can meet. It's almost an insult to that lady – 'let me take your phone number like a street girl' Not at all. It's our discussion that triggered the continuation of our relation... She said, 'OK, if you are alone or something like that, OK, I'll visit you.' This is how we started. I agree that she should come to my place...and she came.

45. The Applicant also said that he gave her gifts and took her to a bar near his house. "Anytime that she pretends she has a good excuse, I give 40-50." This amounted to multiple times her weekly income. He says he "clarified that we should

not turn our relationship into money” but later complained that “the problem with [VO1] is the requests for money.”

46. The Tribunal finds that whether or not the relationship was facially consensual, the objective reality is that VO1’s position of extreme economic vulnerability vitiated her ability to give full consent. Thus, it falls within the definition of sexual exploitation.²

47. The Tribunal therefore finds that the established facts clearly amount to misconduct. His actions violated staff regulation 1.2, staff rule 10.1(a), and ST/SGB/2003/13, and were inconsistent with the Organization’s zero tolerance policy on sexual exploitation and abuse.

Whether the disciplinary measure applied was proportionate

48. The Appeals Tribunal recently summarized the law regarding proportionality in *ABC 2025-UNAT-1564*, para. 43.

In disciplinary matters the Secretary-General has a broad discretion which will not be lightly interfered with on judicial review. The role of the UNDT is not to consider the correctness of the choice made by the Secretary-General amongst the various courses of action open to him or to substitute its own decision for that of the Secretary-General. Rather, any disciplinary measure imposed on a staff member must be proportionate to the nature and gravity of the misconduct... The sanction imposed [must not be] unlawful, arbitrary, adopted beyond the limits stated by the respective norms, excessive, abusive, discriminatory or absurd in its severity. [Nor can there be any] indication that the Secretary-General failed to weigh aggravating and mitigating circumstances when deciding upon the appropriate sanction to impose.

49. In this case, the Applicant contends that the sanction of separation was disproportionate because (i) there was no evidence of coercion, fraud, or abuse of authority; (ii) the relationship was consensual and private, between two adults; (iii) the local prosecutor had dismissed criminal charges for lack of evidence; (iv) VO1

² The sanction letter did not make a finding that the Applicant exchanged money for sex. However, his admission that he gave VO1, with whom he was regularly having sex, “40-50” (which was several times her weekly income) whenever she “pretends she has a good excuse” is certainly sufficient evidence to meet that alternate category of sexual exploitation.

had withdrawn her complaint and entered into a notarized settlement; and (v) the Organization failed to consider these exonerating circumstances. He further claimed that lesser administrative measures - such as a reprimand or written censure - would have sufficed, given his clean service record, the absence of any previous disciplinary history, and the principle of progressive discipline recognized in UNAT jurisprudence.

50. As examined above, the arguments about consent and absence of coercion are unfounded. Engaging in sex with a vulnerable person is inherently coercive and stated consent is vitiated. Indeed, after exploiting VO1's economic vulnerability to engage in a sexual relationship with her, the Applicant further exploited that vulnerability to buy her assistance in avoiding responsibility for his conduct.

51. Regarding the argument that the local court had dismissed the criminal charges against the Applicant, he relies on a general principle of criminal law known as *non bis in idem* ("not twice in the same thing") or double jeopardy. By contrast, the United Nations' disciplinary process is administrative and not criminal, so "criminal law procedures do not apply to disciplinary cases." *Benamar* UNDT/2017/025, para. 71, citing *Jahnsen Lecca* 2014-UNAT-408.³ See also, *Ainte* 2013-UNAT-388, para. 30; and *Tomeci* UNDT/2024/064, paras. 113-114. As such, the principle does not apply.

52. A prior criminal conviction in a national court is not a prerequisite for the Organization taking a disciplinary measure. In *Toukolon* 2014-UNAT-407, the Appeals Tribunal made clear that "the United Nations, like intergovernmental organizations world-wide, is empowered by its written law to take disciplinary measures against its staff members in cases of misconduct, irrespective of whether the misconduct is referred to a local court or the accused person is convicted in such proceedings." *Id.* para. 23 (citing *Abu Ghali* 2013-UNAT-366 at para.43.)

³ Although the Dispute Tribunal has occasionally used the term *non bis in idem* for the concept that an irrevocable decision by the Tribunal may not be further questioned. *Applicant* UNDT/2013/120; *Applicant* UNDT/2013/163; *Hashimi* UNDT/2014/016; *Hashimi* UNDT/2014/017; *A-Ali* UNDT/2014/028; and *Forteau* UNDT/2018/119. In that context, the principle is one of *res judicata* not double jeopardy. In any event, the Applicant is not speaking about prior decisions of the Dispute Tribunal. Thus, it does not apply here.

53. With respect to the argument that VO1 had withdrawn her complaint and entered into a notarized settlement, the Tribunal rejects this position. The United Nations' disciplinary process, and measures resulting therefrom, are not the province of the alleged victim(s). The disciplinary process is the Organization's means of addressing a staff member's failure to comply with their obligations under the Charter, the staff regulations and rules and other relevant administrative issuances, or failure to comply with the standards of conduct expected of an international civil servant. Thus, VO1's withdrawal of her complaint (an action which was purchased by the Applicant) is irrelevant to the proportionality of the contested decision.

54. Finally, the Applicant's claim that "the Organization failed to consider these exonerating circumstances" is clearly wrong. The sanction letter clearly sets out the Applicant's claim of these "exonerating circumstances" and rejects them as unconvincing. It also demonstrates that the Secretary-General weighed all appropriate aggravating and mitigating circumstances.

55. Given the gravity of the misconduct, the Applicant's awareness of the applicable prohibitions under ST/SGB/2003/13, and the need to preserve public confidence in the impartiality and moral integrity of the United Nations, the Tribunal finds that the sanction of separation from service, with compensation *in lieu* of notice, and without termination indemnity was not manifestly unreasonable or disproportionate. The decision reflects the Secretary-General's duty to uphold the Organization's zero tolerance policy and to deter similar misconduct.

56. There is one statement from the Applicant that sums up why his continued employment with the United Nations is not possible. The Applicant told OIOS

I would not let the UN teach me morals. Having a baby in Africa is nothing. Where one has a baby, she wanted a baby. How many people have babies here? The UN does not understand that. The UN thinks that she has been victimized by the UN staff who came. No, it's the opposite.

57. Regardless of the Applicant's personal beliefs, the Organization's position is very clear on this topic, and he is bound by that position. His statement makes

patently obvious that no lesser sanction would achieve the Applicant's compliance with the regulations, rules and instructions regarding sexual exploitation. As such, separation was entirely proportionate.

58. Based on the record before it, the Tribunal finds that the disciplinary measure of separation from service with compensation *in lieu* of notice, and without termination indemnity is proportionate and appropriate.

Whether the Applicant's due process rights were respected

59. The Tribunal now turns to the Applicant's contention that the disciplinary process violated his due process rights. In both his application and closing submissions, the Applicant claims that the investigation and subsequent disciplinary proceedings were procedurally flawed, biased, and contrary to the guarantees of fairness.

60. He claimed that the OIOS investigation disregarded key exculpatory evidence, namely: (i) the decision by the Congolese Prosecutor closing the criminal case for lack of proof; (ii) the notarized withdrawal of VO1's complaint; (iii) a notarized settlement agreement confirming that the accusations were unfounded; (iv) a subsequent notarized declaration reaffirming the withdrawal; (v) a MONUSCO Legal Affairs decision closing a related inquiry; and (vi) statements from six witnesses whom OIOS allegedly failed to interview. The Applicant further maintained that he was denied full access to the evidence used against him and that the Organization improperly relied on an incomplete and biased record.

61. The Respondent submits that the Applicant was afforded all the procedural safeguards required under staff rule 10.3. The OIOS investigation complied with established internal procedures: the Applicant was informed of the allegations in writing, provided an opportunity to respond both in writing and orally, and was represented by counsel during the disciplinary process. All relevant evidence - including the Applicant's submissions and the local court documents - was reviewed by OIOS, but these materials did not negate the finding of sexual exploitation.

62. It is settled law that only “substantial procedural irregularities in the disciplinary investigation will render a disciplinary measure unlawful. (See *Sall* 2018-UNAT-889, para. 33 and *Michael David Antoine* 2024-UNAT-1449, para. 67)

63. And, as discussed above, the allegedly exculpatory evidence of withdrawn complaints is actually not exculpatory when viewed in context. Additionally, the Applicant has failed to show that interviewing the six witnesses would have changed the outcome.

64. The Tribunal finds that the Applicant has not demonstrated any procedural irregularities to call the impugned disciplinary measure into question. The Tribunal therefore concludes that the Applicant’s due process rights were respected, and that the alleged procedural irregularities did not materially prejudice the outcome or render the disciplinary decision unlawful.

Conclusion

65. The Application is dismissed.

(Signed)

Judge Sean Wallace

Dated this 20th day of November 2025

Entered in the Register on this 20th day of November 2025

(Signed)

Wanda L. Carter, Registrar, Nairobi