



UNITED NATIONS DISPUTE TRIBUNAL

Case No.: UNDT/NBI/2025/138
Judgment No.: UNDT/2025/102
Date: 3 December 2025
Original: English

Before: Judge Sean Wallace

Registry: Nairobi

Registrar: Wanda L. Carter

AGUID

v.

SECRETARY-GENERAL
OF THE UNITED NATIONS

JUDGMENT ON RECEIVABILITY

Counsel for the Applicant:

Self-represented

Counsel for the Respondent:

UNOPS

Introduction

1. On 20 November 2025, by email to the Registry and subsequently on 28 November 2025, using the Tribunal's e-filing portal, the Applicant, a former individual contractor of the United Nations Office for Project Services ("UNOPS"), filed an application contesting the termination of his individual service contract.

Facts

2. On 6 January 2025, the Applicant signed an Individual Service Provider Contract with UNOPS issued on behalf of the United Nations Multidimensional Integrated Stabilisation Mission in the Central African Republic ("MINUSCA").

3. On 15 October 2025, the Applicant was notified of the immediate termination of his contract for acts of sexual exploitation and abuse in 2024. The instant application seeks judicial review of that decision.

Considerations

4. Article 9 of the UNDT Rules of Procedure provides, *inter alia*, that the "Dispute Tribunal may determine, on its own initiative, that summary judgement is appropriate." Summary judgment is considered an appropriate tool to deal with issues of receivability which are matters of law and not of fact. *Fakhouri* 2025- UNAT-1577, para. 43. The UNDT enjoys wide powers of appreciation in all matters relating to case management to enable cases to be judged fairly and expeditiously. *Khambatta* 2012-UNAT-252, para. 15.

5. The Tribunal has determined that summary judgment is appropriate in this case based on the application being manifestly irreceivable *ratione personae*. Thus, there is no need for additional input from the Respondent.

6. Articles 2.1 and 3.1 of the Dispute Tribunal Statute limit the Tribunal's jurisdiction to applications filed by staff members, former staff members or persons making claims in the name of an incapacitated or deceased staff member of the United Nations. As an independent contractor, and hence a non-staff member, the Applicant does not fall under any of these categories.

7. In this respect, the Applicant's Individual Service Provider Contract, which he signed on 6 January 2025, expressly provides that:

The individual contractor shall not be considered in any way to be part of the staff of MINUSCA or UNOPS. The individual contractor acknowledges and accepts that the terms of this Contract are different from those that apply to MINUSCA and UNOPS staff members under the United Nations Staff Regulations and Rules. The rights and obligations of the individual contractor are strictly governed by the terms and conditions of this Contract entered into with UNOPS.

8. As the Appeals Tribunal observed earlier this year, "[i]ndividual contractors are subject to a different status and their disputes are resolved in other fora." *Fakhouri* para. 45.

9. It follows for these reasons that the Applicant, not being a staff member of UNOPS or any other entity of the United Nations, has no *locus standi* before this Tribunal. The present application cannot be entertained.

Conclusion

10. In view of the foregoing, the Tribunal DECIDES to dismiss the application as not receivable *ratione personae*.

(Signed)

Judge Sean Wallace

Dated this 3rd day of December 2025

Entered in the Register on this 3rd day of December 2025

(Signed)

Wanda L. Carter, Registrar, Nairobi