



UNITED NATIONS DISPUTE TRIBUNAL

Case No.: UNDT/NBI/2025/145
Judgment No.: UNDT/2025/105
Date: 4 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 2 December 2025, the Applicant, a former individual contractor of the United Nations Office for Project Services (“UNOPS”), filed an application for “revision of judgment”. The Applicant describes the judgment he seeks to be revised as follows,

Judgment number: 394/UNOPS/TSS/CAMCO-CAR

UNDT case number: 21224

Judge: Office of Internal Control Services (ID/OIOS)

Registry: 0215321

Filing party: Camp management

Date of submission to the Registry: OCTOBER 17, 2025

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.

4. On 20 November 2025, he filed an application contesting the termination of his individual service contract. That application was registered as Case Number UNDT/NBI/2025/138.

5. In Judgment No. UNDT/2025/102, issued on 3 December 2025, the Tribunal rejected the application as irreceivable *ratione personae*.

Considerations

6. 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.

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

8. An application for revision of judgment is governed by art. 12.1 of the UNDT Statute which stipulates that

Either party may apply to the Dispute Tribunal for a revision of an executable judgement on the basis of the discovery of a decisive fact which was, at the time the judgement was rendered, unknown to the Dispute 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.

9. It is self-evident from a plain reading of art. 12.1 that either party can only apply to the Dispute Tribunal for a revision of an “executable judgment” that was issued by that Tribunal.

10. In this application, the Applicant seeks revision of what would appear from his description to be an Office of Internal Oversight Services (“OIOS”) report related to his termination based on allegations of sexual exploitation and abuse, the document entitled “394/UNOPS/TSS/CAMCO-CAR”. The same number is referenced by the Applicant in a 30 October 2025 response to his termination letter annexed to his application.

11. Also, the Tribunal takes note that “UNDT case number: 21224” is not a case numbering format used by the Dispute Tribunal. Further the Registry has searched its records and the only application filed by Mr. Aguid is UNDT/NBI/2025/138, mentioned above. That case ended with a judgment, *Aguid* UNDT/2025/102, which was issued yesterday. As such, that judgment is not yet executable under art. 11.3 of the UNDT Statute.

12. Article 12.1 of the UNDT Statute does not bestow the Dispute Tribunal jurisdiction to revise OIOS or any other such reports. This application is irreceivable *ratione materiae*.

13. Additionally, as just stated by the Tribunal in *Aguid* UNDT/2025/102, arts. 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.

14. 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.

15. 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.

Conclusion

16. In view of the foregoing, the Tribunal DECIDES to dismiss the present application as not receivable *ratione materiae*.

(Signed)

Judge Sean Wallace

Dated this 4th day of December 2025

Entered in the Register on this 4th day of December 2025

(Signed)

Wanda L. Carter, Registrar, Nairobi