



**Before:** Judge Alexander W. Hunter, Jr.

**Registry:** Nairobi

**Registrar:** Abena Kwakye-Berko

GARBA

v.

SECRETARY-GENERAL  
OF THE UNITED NATIONS

---

**ORDER GIVING AN OPPORTUNITY  
TO THE APPLICANT TO RESPOND  
TO THE RESPONDENT'S REPLY**

---

**Counsel for the Applicant:**

Sètondji Roland Adjovi, *Etudes Vihodé*

**Counsel for the Respondent:**

Nicole Wynn, AAS/ALD/OHR

## Introduction

1. The Applicant is a former Disarmament, Demobilization and Reintegration (“DDR”) Officer, working with the United Nations Organization Stabilization Mission in the Democratic Republic of the Congo (“MONUSCO”), based in Kinshasa.<sup>1</sup>

2. On 15 February 2021, he filed an application before the Dispute Tribunal contesting what he describes as MONUSCO’s purported email “decision” of 8 October 2020 to not pay him three months’ salary in lieu of notice of the termination of his appointment.<sup>2</sup>

3. The Respondent filed a reply on 18 March 2021 in which it is argued, *inter alia*, that the application is not receivable. The Respondent contends that the Applicant did not request management evaluation of a purported 21 May 2020 “decision.” The 8 October 2020 email did not reset the time limit for requesting management evaluation because it was a reiteration of the 21 May 2020 purported “decision.” The application is therefore, not receivable *ratione materiae* because the Applicant did not request management evaluation within the 60-day statutory period of staff rule 11.2(c).

4. The Respondent further submits that the settlement agreement bars the Applicant’s claim for additional payment. The Applicant signed the agreement in which he agreed not to pursue any further action or recourse regarding any and all matters arising out of or related in any way whatsoever to the facts and/or issues that were settled. Since the Applicant requested management evaluation of the decision to terminate his appointment, the agreement resolved all matters relating to that decision, including payment of the three months in lieu of notice.

5. The Respondent further argues that the Applicant accepted the settlement offer and signed the agreement without objection after both his lawyer and the MONUSCO Chief Human Resources Officer had informed him that it did not include the three

---

<sup>1</sup> Application, section I.

<sup>2</sup> Application, section V.

months' salary in lieu of notice. Now, after the Organization has paid him in good faith, he should not be allowed to renege on his agreement not to contest matters involving the termination of his appointment. Those matters were fully and finally resolved between the parties.

**ORDER**

6. On or before 3.00 p.m. on **Thursday, 30 September 2021**, the Applicant shall file a response to the reply specifically on the issue of receivability, as argued by the Respondent, and which shall not exceed five pages.

*(Signed)*

Judge Alexander W. Hunter, Jr.  
Dated this 22<sup>nd</sup> day of September 2021

Entered in the Register on this 22<sup>nd</sup> day of September 2021

*(Signed)*

Abena Kwakye-Berko, Registrar, Nairobi