





entitlements. She states that she has “received ‘no Termination Benefits’ from UNICEF during [her] separation from service effective from 31 July 2010” and seeks “a detailed break up [sic] of [her] entitlements”.

**The Secretary-General’s Comments**

5. The Secretary-General contends that the UNDT’s award of interest was “from the date the Judgment becomes executable”, which was 13 May 2014, the date of the Judgment of the Appeals Tribunal. In other words, “when a judgment has been appealed, it is not executable until it has been affirmed by the UNAT once the UNAT judgment is released”. In the present case, the Appeals Tribunal Judgment modifying the UNDT Judgment was released on 13 May 2014. Accordingly, 13 May 2014 is the appropriate date from which interest at the US Prime Rate began to accrue.

6. The Secretary-General acknowledges that Ms. Das was not paid interest at the time she was paid USD 10,000 on 20 May 2014. However, he claims that, as of 2 October 2014, she was paid interest: at the US Prime Rate from 13 May 2014 to 20 May 2014; at the US Prime Rate from 20 May 2014 to 12 June 2014; and at the US Prime Rate plus five per cent from 13 June 2014 to 2 October 2014.

7.

**Considerations**

9. Article 11(3) of the Appeals Tribunal Statute provides that “[e]ither party may apply to the Appeals Tribunal for an interpretation of the meaning or scope of the judgement”. Similarly, Article 25 of the Rules of Procedure of the Appeals Tribunal provides:

Either party may apply to the Appeals Tribunal for an interpretation of the meaning or scope of a judgement on a prescribed form. ... The Appeals Tribunal will decide whether to admit the application for interpretation and, if it does so, shall issue its interpretation.

10. In Judgment No. 2014-UNAT-421, the Appeals Tribunal upheld the Dispute Tribunal other than varying the amount of damages awarded, reducing that amount from USD 20,000 to USD 10,000. The parties disagree on whether interest should be paid from the date of the Dispute Tribunal Judgment or the date of the Appeals Tribunal Judgment. Thus, the Appeals Tribunal should admit Ms. Das’ application for interpretation of the Judgment.

11. The Appeals Tribunal, relying upon our earlier jurisprudence in Warren<sup>1</sup> and Mmata,<sup>2</sup> has held that “interest is to be paid at the US Prime rate ‘from the date on which the entitlement becomes due, which in this case is the date of the UNDT Judgment’”.<sup>3</sup> The Appeals Tribunal Judgment merely affirmed the award of compensatory damages and termination benefits by the Dispute Tribunal. We did not initiate the award of damages and benefits. Thus, as we held in

and the termination benefits of three months' net base salary, at the US Prime Rate from the date of the Dispute Tribunal Judgment to the date of payment. Failure to timely pay the interest when due shall result in an additional five percent interest cou72ong -

Original and Authoritative Version: English

Dated this 17<sup>th</sup> day of October 2014 in New York, United States.

(Signed)

Judge Chapman, Presiding

(Signed)

Judge Adinyira

(Signed)

Judge Faherty

Entered in the Register on this 22<sup>nd</sup> day of December 2014 in New York, United States.

(Signed)

Weicheng Lin, Registrar