



Introduction

1. The Applicant filed this Application on 7 December 2011, alleging breach of contract and discrimination, following his application for the position of Chief of Staff (07-POL-PMSS-415519-R-MULTIPLE D/S) with the United Nations Mission in the Central African Republic and Chad (MINURCAT), which he was told he was selected for but was never issued a letter of appointment. The Applicant submits that, following several queries on the cause of the letter being held up, he came to find out that the position was being offered to a female candidate who was also a friend of the Special Representative to the Secretary-General (SRSG) of the Mission.

2. The Applicant became aware of the decision on or around 29 February 2008. The Applicant received no written communication of the decision to not appoint him, or that the post has been filled.

3. The Applicant sought management evaluation of the impugned decision on 26 July 2011. The Management Evaluation Unit issued its decision on 8 September 2011, dismissing the request for management evaluation as time-barred.

4. The Respondent filed his Reply to the Application on 16 January 2012, which includes a motion for this Application to be dismissed on grounds of receivability.

5. Having reviewed the submissions of the Parties, the Tribunal considers it necessary to first rule on whether the present Application is receivable before adjudicating the matter on the merits.

- (a) 90 calendar days of the receipt by the applicant of the management evaluation, as appropriate;

- (b) 90 calendar days of the relevant deadline for the communication of a

15. In *Zewdu*, the Tribunal opined on the concept of statutes of limitations and receivability thus:

Generally, for the statute of limitations to commence, time runs from the earliest time that legal action could have been brought. Every fact required to commence an action must be in existence before time begins to run. Applicants have a duty to pursue their causes of action promptly. Delay can cause considerable uncertainty and inconvenience not only for the Respondent but for third parties as well.

16. The principle being thus espoused, the Tribunal finds that the earliest the

20. In otherwise, the discretion afforded to the Tribunal by Article 8(3) of the Statute and Article 35 of the Rules *must* be read together with Article 8(4) of the Statute. The use of the words “notwithst

27. The Application is **DISMISSED**.

(Signed)

Judge Vinod Boolell

Dated this 3rd day of December 2012

Entered in the Register on this 3rd day of December 2012

(Signed)

Jean-Pelé Fomété, Registrar, UNDT, Nairobi