

S. (No. 4)

v.

WHO

138th Session

Judgment No. 4864

THE ADMINISTRATIVE TRIBUNAL,

Considering the fourth complaint filed by Mr B. S. against the World Health Organization (WHO) on 29 April 2021 and corrected on 7 June 2021, WHO's reply of 20 October 2021, the complainant's rejoinder of 12 February 2022 and WHO's surrejoinder of 2 June 2022;

Considering Articles II, paragraph 5, and VII of the Statute of the Tribunal;

Having examined the written submissions;

Considering the decision of the President of the Tribunal to disallow the complainant's request for postponement of the adjudication of the case;

Considering that the facts of the case may be summed up as follows:

The complainant contests the decision to withhold two months' salary to comply with a national Court order.

The complainant is a former staff member of UNAIDS – a joint and co-sponsored United Nations (UN) programme on HIV/AIDS administered by WHO. He joined UNAIDS in July 2012. In February 2018, he was placed on sick leave and then on sick leave under insurance cover. When these leave entitlements were exhausted late August 2019, he used his remaining annual leave entitlements until early November 2019 after which he was placed on special leave without pay.

Late July 2019, UNAIDS wrote to the complainant regarding his failure to comply with the Swiss Court order of 17 April 2019 whereby the Tribunal of first instance of Geneva ordered the complainant to pay the 2017-2018 school fees, for his two minor children, directly to the school. UNAIDS reminded him that, in line with section III.3.16.170 of WHO e-Manual, he was expected to fully comply with his private legal obligations. He was therefore requested to comply with the Court order immediately and to provide UNAIDS with proof of payment within 30 calendar days. He was informed that failure to do so might constitute misconduct and lead to disciplinary measures, and that the Executive Director ad interim might also make appropriate deductions from “his salary, wages and other emoluments” for the payment of the school fees.

Having received no proof of payment or alternative arrangements, UNAIDS notified the complainant on 27 September 2019, that the Executive Director ad interim had decided to deduct the amount owed for child support from the complainant’s “salary, wages and other emoluments”. Taking into account the amount due, the fact that his sick leave entitlement and sick leave under insurance cover entitlements had run out, that a request for an invalidity pension had been submitted to the United Nations Joint Staff Pension Fund (UNJSPF) and that UNAIDS had paid him the education grant and the education grant advance in an amount exceeding the amount he owed, the deduction would be at 100 per cent. Consequently, no “salary, wages or other emoluments” would be paid to him for September 2019 to enable compliance with the Court order.

On 4 October 2019, the complainant petitioned the Swiss Court for an urgent hearing in relation to the 17 April 2019 Court order. On the same day, he wrote to UNAIDS contesting the withholding of his salary, alleging that the Court order of 17 April 2019 was obtained by his wife based on her sole personal representation, which he contested and which he never had a chance to rebut before the Court. He had therefore petitioned the Court for an urgent hearing. He added that he had paid some of the tuition fees to the school but not the final payment because he was trying to get his son out of the school. Regarding his youngest son, he did not apply for an education grant. He further stated

that the Swiss Federal Tribunal had recently declared Switzerland incompetent in the divorce proceedings, which rendered the 17 April 2019 Court order obsolete in his view.

Late November 2019, the complainant submitted a request for review of the 27 September 2019 decision to withhold his September 2019 salary, and of the decision – that he was subsequently informed of – to withhold his October 2019 salary pursuant to the 27 September 2019 decision. He asked inter alia that the contested decision be cancelled and quashed, that he be paid immediately the amount withheld, that he be provided with all documents relied on by UNAIDS to take the contested decision, and with the evidence received by UNAIDS indicating the amounts that he allegedly owed to the school. He also asked how UNAIDS was informed of the Court's order.

On 29 January 2020, the Court order of 17 April 2019 was revoked on the ground that Swiss courts were incompetent to render judgments on provisional matters in the complainant's ongoing divorce proceedings. The complainant provided a copy of the judgment to UNAIDS on 11 February 2020.

In the meantime, on 3 February 2020, the complainant's request for review was rejected and, on 3 May 2020, he filed an appeal with the Global Board of Appeal (GBA) requesting inter alia immediate payment of all his deducted salary entitlements, the communication of some documents, that the principle of confidentiality be adhered to, that any interference with his private life ceased, and that he be awarded moral and exemplary damages.

In its recommendations of 17 December 2020, the GBA concluded that the Organization had properly applied its internal legal framework, and that it had given the complainant the opportunity and sufficient time to comply or provide countervailing evidence regarding the request to make the payments he owed to the school. The deduction decision was based on a Court order, which was properly considered by the Organization as final at the relevant time. The deduction of the entire amount of the salary was not disproportionate given that the amount owed was substantial, and that he had already received an education grant and an education grant advance from the Organization. The GBA

found no evidence that his request for further documentation was substantiated, or that the contested decision constituted abuse of authority, bias or prejudice. It therefore recommended dismissing the appeal.

By a decision of 29 January 2021, the UNAIDS Executive Director endorsed the GBA's recommendations. That is the impugned decision.

The complainant asks the Tribunal to quash the impugned decision with all legal consequences flowing therefrom, to order the Organization to pay him immediately all "salary entitlements irregularly seized" and unpaid in September and October 2019, to order UNAIDS/WHO to adhere to the principle of confidentiality in all cases relating to him and to cease all interference with his private matters, including matters relating to his estranged spouse Ms C. He also seeks an award of moral and exemplary damages on account of the "barbaric, illegal, and irregular seizure of his entire salary" for September and October 2019. He further claims reimbursement of the legal fees incurred in pursuing his complaint and those incurred during the internal appeal proceedings together with interest on all amounts awarded to him, at the rate of 5 per cent per annum, from 27 September 2019 through the date all such amounts are paid in full. Lastly, he claims such other relief as the Tribunal deems necessary, just and fair.

WHO asks the Tribunal to dismiss the complaint as irreceivable because it is premature. In any event, the complaint is devoid of merit.

CONSIDERATIONS

1. The complainant requests joinder of the present complaint (his fourth) with his second and third complaints. Although the three complaints concern facts and decisions which, in the complainant's view, are interconnected, the legal issues raised are partially discrete and the decisions impugned concern different subject matter. Accordingly, the complaints will not be joined.

2. The complainant applies for oral proceedings. The parties have presented ample written submissions and documents to permit the Tribunal to reach an informed and just decision on the case. The request for oral proceedings is, therefore, rejected.

3. The decision of the former Executive Director ad interim of 27 September 2019 withheld the complainant's salary for the month of September 2019. This decision was adopted to ensure compliance with a Court mandated child support order ("Court order") and to settle outstanding debts owed by the complainant, in accordance with section III.3.16.170 of WHO e-Manual. The complainant's request for administrative review of this decision was dismissed by the 3 February 2020 decision, which, in turn, was appealed internally. The internal appeal was rejected by the 29 January 2021 decision of the UNAIDS Executive Director, which endorsed the Global Board of Appeal (GBA)'s 17 December 2020 recommendations. This is the impugned decision.

4. The complainant advances five pleas (which he names "arguments"), as follows:

- (i) By seizing the whole of the complainant's salary for September and October 2019, the Organization breached the provisions of WHO e-Manual (III.3.16.170), as the deduction and its amount fall within the discretionary power of the Organization, but, in the present case, the deduction of his entire salary for two months was not appropriate or necessary. The deduction violated the principle of proportionality and amounted to an abuse of authority. The Court order was provisional and based only on the representation of the facts by the complainant's estranged spouse, whilst the complainant was not heard before its issuance; it had no legal effect from the beginning. The Organization did not allow the complainant to contest the Court order, which, being provisional, was open to challenge. The Organization did not grant him a hearing and never informed him about how the Court order and the alleged resulting debt came to the attention of UNAIDS Human Resources Management (HRM). The complainant submits

that this information was deliberately withheld from him. The Organization, as well as the Court order, failed to take into account all the relevant facts, namely that the school fees were not due, as one of the complainant's children had been enrolled in the private school without the complainant's consent. The complainant refers to illicit acts (theft, fraud, forgery) allegedly perpetrated against him by his estranged spouse. Considering the "deliberate vagueness" of the Court order, further clarification was necessary before the order could be executed, including a determination of the exact quantum owed. The deduction was unjust and unfair, as the Organization was allowed to withhold only a small percentage of his salary, and not its entire amount. As the Swiss Tribunal declared itself incompetent afterwards, the Court order lost effect from the very beginning.

- (ii) The impugned decision was based on false and misleading representations by his estranged spouse and the Organization. The complainant reiterates some of the arguments contained in his first plea, namely that the Organization wrongly exercised its discretionary power, overlooking relevant facts and that, thus, the decision is vitiated by errors of fact. He contends that the decision was the outcome of undue pressure and irregular communication between UNAIDS and his estranged spouse.
- (iii) The Organization's actions were motivated by bias and prejudice. To substantiate the allegation of bias and prejudice the complainant relies on the following arguments. The seizure of his full salary was carried out summarily, without taking into account his situation or interests, including his health condition. The Organization's actions indicate a reckless disregard for the severity, potential or actual, of the ill-effects of the impugned measure. The decision was taken in a context of harassment and retaliation against him. The interim Court order required payment of fees to the school but the actual quantum owed was not specified. The Organization failed to consider the complainant's comments submitted on 4 October 2019.

- (iv) The decision constitutes unlawful interference in the complainant's private matters, in breach, inter alia, of the Universal Declaration of Human Rights and of the European Convention on Human Rights. The complainant and his legal representative reminded UNAIDS on numerous occasions that the complainant did not want UNAIDS to interact with his estranged spouse and the Organization's behaviour constitutes a breach of his right to privacy. The complainant believes that UNAIDS on several occasions provided his estranged spouse with confidential Human Resources (HR) documentation, which she allegedly later used in court proceedings.
- (v) The seizure of the complainant's salary in full was irregular and amounted to unjust enrichment. The Organization has provided no proof that it has in fact transferred the amount withheld from the complainant to the school. The Organization owed him six months of parental leave for one of his sons, which he was irregularly denied, and which could have been used to offset any deductions. He makes reference to an attempt, by his estranged spouse, "to have an unfounded misconduct investigation commenced into the complainant for fraud with respect to the education grant".

Since the complainant's five pleas are repetitive and overlapping, the Tribunal will examine them as a whole, in a logical order.

5. The complainant asks for the disclosure of documents, namely all communications between the Organization and the complainant's estranged spouse or her lawyers and/or with the school. This request will be addressed in consideration 17 below.

6. It is appropriate to recall the relevant Staff Rules and Regulations.

Staff Rules 380.5 and 380.5.5 read as follows:

"380.5 Deductions, from salaries, wages and other emoluments [...] may be made only in the following cases:

[...]

380.5.5 for indebtedness to third parties when any deduction for this purpose is authorized by the Director-General.”

Pursuant to WHO e-Manual section III.3.16.160:

“WHO, including its property and assets, is immune from legal process and from judgments of execution. As a result, staff members’ salaries are not subject to garnishment or attachment. However, privileges and immunities are granted to officials in the interests of WHO not for the personal benefit of the individuals themselves, and the Organization’s immunity is not intended to derogate from the rights of legitimate claimants. Accordingly, when an outside claimant communicates to WHO that a staff member has failed to honour his/her legal obligations, the Organization shall proceed as provided in the provisions which follow.”

Pursuant to WHO e-Manual section III.3.16.170:

“The Organization will voluntarily take the following steps when it is informed that staff members fail to comply with final family and child support court orders:

- i. The staff member will be requested through the HR [...] to comply with the order immediately and to submit satisfactory proof of compliance to the Organization within thirty (30) calendar days from the date of receipt of the request from the Organization.
- ii. If the Organization is informed that a staff member is in arrears with his/her family support obligations, the staff member shall be required to submit satisfactory evidence within thirty (30) days of having taken all necessary steps to discharge the arrears. This requirement shall be met if the staff member submits evidence that the entire amount of arrears has been paid, or that alternative arrangements have been agreed upon with the spouse, former spouse, dependent children or their legal representative(s).
- iii. Failure to submit satisfactory evidence as required in i. and/or ii. above may constitute misconduct and lead to disciplinary measures, including dismissal.
- iv. If the staff member does not submit the proof of compliance within thirty (30) calendar days, all cases will be referred to Director, Human Resources and Talent Management (HRT) who may recommend appropriate action to the Director-General, including deductions from the staff member’s salary, wages and other emoluments, for payment to the spouse, former spouse or child(ren), as the case may be. Any deductions from the staff member’s salary in respect of the amounts ordered will be authorized by HRT.
- v. A family support court order will be deemed final, irrespective of an interim or final label, if the only action left in regard of that court order would be to have the order executed. If the staff member concerned contests

the order, s/he must submit a new order of a competent court, setting aside or vacating the original order or staying the original order pending appeal, or proof that s/he has otherwise amicably resolved the matter with his/her spouse or former spouse. Until such evidence is submitted, the Organization may decide to honour the original court order.

vi. To facilitate the legal or judicial resolution of claims against staff members in spouse or child support cases, WHO intends to cooperate with the appropriate authorities and may provide, at their request, relevant information to persons or organizations outside the Organization when and in the manner it deems appropriate, even without the consent of the staff member. In such situations, the staff member should be informed in advance of transmitting the information and should be given the opportunity to provide comments. The staff member will be notified that the information has been provided, and of the nature of the information, and will receive a copy of this information.”

7. Many of the complainant’s arguments, throughout his five pleas, concern the lawfulness of the 17 April 2019 Court order, issued by the Tribunal of first instance of Geneva. In light of WHO e-Manual section III.3.16.170.v, quoted above, the Organization was not compelled to assess whether the Court order was lawful, but only whether it was final at the relevant time. Indeed, according to the staff rules quoted above, it is not sufficient that the staff member concerned contests the Court order in his/her comments before the Organization, as the complainant did in the present case. The staff member must rather demonstrate that the Court order is not in force, because it has been set aside or suspended, or because the matter has been amicably resolved. Moreover, in the circumstances of the case, there was no *prima facie* evidence of the unlawfulness of the Court order. Thus, in light of this rule and of the circumstances of the case, neither the Organization nor the Tribunal have to assess whether the Tribunal of first instance of Geneva (i) was competent to deliver the order, (ii) should have heard the complainant before the issuance of the order, (iii) took into account all relevant facts, and (iv) should have been more precise about the kind and the amount of the school fees. Therefore, any arguments concerning the lawfulness of the Court order are immaterial to the present case and will not be addressed by the Tribunal. It is also immaterial that the order was provisional, because even a provisional order may be deemed as

final for the purpose of WHO e-Manual section III.3.16.170.v. It was enough that the Organization received a Court order based on which the complainant was obliged to pay school fees for his children. The Organization was not bound to assess whether the enrolment of the complainant's children in the school had been agreed between the estranged spouses.

8. A considerable number of the complainant's arguments, throughout his five pleas, concern proceedings between him and his estranged spouse about the parental custody and the enrolment of their children in the school, and other pending civil and criminal disputes about his former marriage and his divorce. The Tribunal will not address these arguments, which are immaterial to the present case, for the reasons already expressed in consideration 7 above. Moreover, generally, private matters are not concerned with the non-observance of the complainant's terms of appointment, and, pursuant to paragraph 5 of Article II of the Tribunal's Statute, they are not within the competence of the Tribunal (see Judgment 4603, consideration 7).

9. The Organization's actions aligned with the procedure laid down in WHO e-Manual section III.3.16.170, as the Organization:

- (i) firstly, by an email of 31 July 2019, informed the complainant that it had received the 17 April 2019 Court order, and invited him to comply with the order immediately and to submit satisfactory proof of compliance to the Organization within thirty calendar days from the date of receipt of the request from the Organization, as established in WHO e-Manual section III.3.6.170.i; and
- (ii) later, on 27 September 2019, in the absence of a prompt reply from the complainant, it applied the salary deduction, as established in WHO e-Manual section III.3.6.170.iv.

Contrary to the complainant's contention, the Organization was not obliged to take into account the letter he had sent on 4 October 2019, as he had not respected the thirty-day time limit, and his letter reached the Organization after it had already adopted the 27 September 2019 decision. In any case, the 4 October 2019 letter failed to demonstrate

that the debt had already been settled or that alternative arrangements had been agreed upon. The complainant relied on two further Court orders, one dated 27 August 2019, delivered by the Civil Chamber of the Geneva Court of Justice, and one dated 23 October 2019 delivered by the Swiss Federal Tribunal. None of them annulled or revoked the 17 April 2019 Court order.

Contrary to the complainant's contention, the Organization was not bound to inform him about how, when, and from whom, the Organization received the Court order. There is no such provision in the Staff Rules and Regulations, as according to WHO e-Manual section III.3.6.170, the Organization "will voluntarily" take the steps provided for when "it is informed" that staff members fail to comply with final family and child support court orders. Therefore, the Organization may act on its own motion, and it is not bound to reveal how it gets the relevant information. In any case, the Organization has affirmed, in its reply, and the complainant has not specifically refuted, in his rejoinder, that on 18 July 2019, the Organization received a letter from the counsel representing the complainant's estranged spouse, and that the said letter included a copy of the Court order and provided details on the amount owed to the school for the school fees for the complainant's children. In addition, pursuant to WHO e-Manual section III.3.6.170.vi, the Organization was entitled to provide relevant information to persons or organizations outside the Organization when and in the manner it deems appropriate, even without the consent of the staff member concerned.

10. As to the quantity of the deduction, it is true that, pursuant to WHO e-Manual section III.3.6.170.iv, the Organization has the discretionary power to determine the amount to be deducted. However, in the present case, the Organization duly considered all the relevant circumstances, namely:

- (i) the nature and the magnitude of the debt (the children's school fees, which constituted a considerable amount);

- (ii) the fact that the Organization had already granted the complainant the education grant advance payment for the school year 2018/2019, in an amount which exceeded the school fees owed; and
- (iii) the fact that the complainant had already exhausted all his sick leave entitlements and, as of 8 November 2019, was on special leave without pay, and therefore there was no alternative but to deduct his salary in full.

Moreover, as the Organization submits, and the complainant does not specifically refute, the Organization deducted a total of 30,566 Swiss francs from his salary, which was less than the total amount due to the school at the material time (61,967.45 Swiss francs).

The circumstances alleged by the complainant – that he had already paid the fees for the school year 2017-2018 and that there was no enrolment in the school for the school year 2019-2020 – are disproven by the fact, alleged by the Organization, that the total amount due to the school at the material time was 61,967.45 Swiss francs.

In conclusion, in light of the specific circumstances of the case, the discretionary decision was not tainted by errors of fact or abuse of power, and was not disproportionate.

11. The decision of the Tribunal of first instance of Geneva delivered on 29 January 2020 denied its competence in favour of the French civil jurisdiction, and stated that the 17 April 2019 Court order “will be revoked”. However, the 29 January 2020 decision did not affect the original lawfulness of the 27 September 2019 administrative decision, as the lawfulness of an administrative decision must be assessed having regard to the circumstances prevailing at the time it was adopted. It is firm case law that the validity of a decision or measure cannot be judged on the basis of facts occurring subsequently to that decision or measure (see Judgment 2364, consideration 2).

12. The complainant’s contention that the Organization should reimburse him the amount withheld by means of the 27 September 2019 decision, pursuant to the revocation of the 17 April 2019 Court order by the decision of the Tribunal of first instance of Geneva of 29 January

2020, is also unfounded. There is no clear evidence that the 17 April 2019 Court order has been revoked with retroactive effect, that is including the school fees owed until the issuance of the 29 January 2020 decision, and not only for fees owed as from 29 January 2020 onwards. Even if the 29 January 2020 decision were to be interpreted according to the meaning that the 17 April 2019 provisional order had been revoked with retroactive effect, this is relevant only between the parties to the civil dispute, that is the complainant and his estranged spouse, not with regard to third parties such as UNAIDS. UNAIDS paid school fees, on behalf of the complainant, which, at the relevant time, were owed by the complainant pursuant to a Court order. The 29 January 2020 decision of the Tribunal of first instance of Geneva established that French Courts, and not the Swiss ones, were competent on the marital disputes concerning the custody, alimony, and other expenses regarding the complainant's children. However, the complainant has not provided the Tribunal with evidence that he is no longer responsible for the school fees in whole or in part.

13. The Tribunal considers that the allegations of bias and prejudice against the complainant are unsubstantiated. Bias, prejudice, and bad faith cannot be assumed, they must be proven and the complainant bears the burden of proof (see Judgment 4688, consideration 10, and the case law cited therein). Although evidence of personal prejudice is often concealed and such prejudice must be inferred from surrounding circumstances, that does not relieve complainants, who bear the burden of proving their allegations, from introducing evidence of sufficient quality and weight to persuade the Tribunal. Mere suspicion and unsupported allegations are clearly not enough, the less so where, as here, the actions of the Organization, which are alleged to have been tainted by personal prejudice, are shown to have a verifiable objective justification (see Judgment 4745, consideration 12). Even though the complainant relies on multiple arguments to substantiate his allegation of bias and prejudice, his arguments are either based on mere assumptions and suspicions, or on facts that are immaterial. The Tribunal has already concluded that the Organization took into account all relevant facts. It is not apparent that implementing a Court order is

part of a pattern of harassment and retaliation, also considering that pursuant to WHO Staff Regulation 1.9 “[...] privileges and immunities furnish no excuse to staff members for non-performance of their private obligations”. It is not apparent that implementing a Court order, which does not specify the amount of the school fees, is an act of bias. As already said, the complainant’s comments, dated 4 October 2019, were untimely dispatched when the 27 September 2019 decision had already been taken, therefore this decision cannot be considered flawed or biased for failure to take into account comments that were not in the dossier when it was adopted. Thus, the complainant has not demonstrated the alleged bias, prejudice, and bad faith to the requisite standard.

14. The alleged interference of the impugned decision and of the 27 September 2019 decision in the complainant’s private matters is speculative and based on mere assumptions. The Organization simply applied its rules requiring that international civil servants properly discharge their private debts, and it, obviously, could not be impeded from taking action by the complainant’s prohibitions. The Tribunal recalls that WHO Staff Regulation 1.9, already quoted above, stated: “[...] privileges and immunities furnish no excuse to staff members for non-performance of their private obligations”. Moreover, WHO Code of Ethics and Professional Conduct for staff read, at paragraph 64: “The private life of WHO staff members is their own concern. However, there may be situations where their personal conduct and activities outside the workplace, even if unrelated to official duties, may reflect upon the Organization. Staff members should accordingly be aware of the potential impact of their private behaviour upon the image and interests of WHO and their own reputation, and are urged to act in a manner that is consistent with WHO’s ethical principles.” The same Code specifies that staff are required to meet their private legal obligations, including the payment of child support and alimony, and satisfy all outstanding locally incurred financial debts promptly (paragraph 66). The Tribunal’s case law has it that while international organizations cannot intrude on the private lives of their staff members, those staff members must nonetheless comply with the requirements inherent in their status as international civil servants, including in their

personal conduct (see Judgment 4400, consideration 24). Thus, the complainant cannot invoke his right to respect for his private life as a shield to circumvent his duty towards the Organization to maintain a high standard of behaviour also in his private life. A high standard of behaviour implies discharging private obligations and not involving the Organization in private disputes, involvement which is unwanted by the Organization but inevitable where private debts are not settled.

The complainant's suspicion that the Organization provided his estranged spouse with confidential HR documentation, which she allegedly later used in court proceedings, is speculative, immaterial to the case, and outside the scope of the present complaint.

The complainant's reliance on the Universal Declaration of Human Rights and on the European Convention on Human Rights, to the extent they provide the right of every person to respect for their private and family life, is misplaced. The Tribunal held that the European Convention on Human Rights is not in any event applicable as such to international organizations within the legal system to which the Tribunal belongs (see Judgment 4493, consideration 10, and the case law cited therein). The complainant's rights are those derived from the Staff Regulations and Staff Rules and from the general principles of law applicable to such organizations (see Judgment 3138, consideration 7). In any case, the Staff Regulations and Staff Rules and the impugned decision are consistent with the general principles of law regarding the respect for the private and family life of the staff member as an individual.

15. The alleged unjust enrichment of the Organization to the complainant's detriment is unsubstantiated. Although it is a general principle of law that any sum which has been paid in error may be recovered, provided that the request for reimbursement is made in reasonable time (see Judgment 4139, consideration 14, and the case law cited therein), in the present case there is no evidence that the payment of the school fees on behalf of the complainant was made in error. The complainant has not documented that he did not owe the school fees, or that the debt for school fees towards the school has not yet been

discharged by the Organization (or by his estranged spouse by means of the amount of money withheld by the Organization), on his behalf. As said in consideration 12 above, the Court order was revoked on the ground that the Swiss Courts had no competence on the matter, not on the ground that the complainant was not a debtor for the school fees. The complainant was in a position to discharge the burden of proof as the payment concerns a private debt.

16. The complainant's allegation that the Organization owed him six months of parental leave for one of his sons, which he was irregularly denied, and which could have been used to offset any deductions, is irreceivable, since no decision in this regard has been duly challenged before the Tribunal.

17. In light of the foregoing, the complainant's request for the disclosure of documents, in addition to being an impermissible fishing expedition, is unsubstantiated. Indeed, part of the requested documents are immaterial to the case as already stated above, the Organization was not bound to inform the complainant how it received information about the private debt he owed. As to other documents, regarding the amount of fees paid to the school, the complainant was in a position to obtain them directly from the school as they concern a private debt.

18. As the complaint fails, the complainant is not entitled to costs of the present proceedings.

19. In conclusion, as the pleas are either unfounded, immaterial, outside the scope of the present complaint, or irreceivable, and all the claims are rejected, the complaint will be dismissed.

DECISION

For the above reasons,
The complaint is dismissed.

In witness of this judgment, adopted on 30 April 2024, Mr Michael F. Moore, Vice-President of the Tribunal, Ms Rosanna De Nictolis, Judge, and Ms Hongyu Shen, Judge, sign below, as do I, Mirka Dreger, Registrar.

Delivered on 8 July 2024 by video recording posted on the Tribunal's Internet page.

MICHAEL F. MOORE

ROSANNA DE NICTOLIS

HONGYU SHEN

MIRKA DREGER