

FIFTY-SIXTH ORDINARY SESSION

In re SINGH

Judgment No. 673

THE ADMINISTRATIVE TRIBUNAL,

Considering the complaint filed against the Food and Agriculture Organization of the United Nations (FAO) by Mr. Chandra Bhan Singh on 17 October 1984, the FAO's reply of 19 December 1984, the complainant's rejoinder of 7 March 1985 and the FAO's surrejoinder of 26 April 1985;

Considering Article II, paragraphs 5 and 6, of the Statute of the Tribunal;

Having examined the written evidence and considering the oral proceedings suggested by the complainant to be unnecessary;

Considering that the material facts of the case are as follows:

A. The complainant, an Indian born in 1918, was formerly employed by the United Nations as an adviser on development of the dairy industry. He was assigned to a technical co-operation project in Somalia under an appointment which was to end on 31 December 1981. On 31 March 1981 the United Nations wrote to tell him that in accordance with a new agreement with the World Food Programme (WFP) of the FAO he was to work more closely with WFP in Somalia. The complainant accordingly had talks with Mr. Wood, the deputy representative of WFP in Mogadiscio and Senior Co-ordinator of Food Aid for Refugees. On 23 June Mr. Wood wrote to him suggesting that they look into ways of raising the yield of camel's milk for consumption by refugees and speaking of "sufficient margin within existing programmes and projects to cater for pilot operations". The complainant left the United Nations at the end of 1981. The Somali Government showed interest, and on 13 January 1982 there was a meeting to discuss the matter between Mr. Wood and the Minister for Livestock. The complainant continued to do work on his own in the belief that WFP would find the funds to pay him. He went to refugee camps and did field research. After several months he submitted to the Government and to WFP a report on the supply of camel's milk to refugees. For some time he had been claiming from WFP payment of 24,000 United States dollars for his work. He tried to get the Government to help, and on 21 September 1982 the Ministry of National Planning told him it had passed his claim to WFP. Having got no answer on 9 March 1983 he addressed his claim to the Director-General of the FAO. By a letter of 15 March the Ministry told him that WFP refused his claim. On 18 July he sent a letter of appeal to the Director-General. On 20 February 1984 the Assistant Director-General Administration and Finance, wrote to him to say that there never had been, nor could have been assumed to be any contract between him and the FAO and his claim was therefore rejected. On 19 March he wrote a long letter to the Assistant Director-General setting out the history of the case, alleging a contract between him and WFP and repeating his claim. On 24 April the Director of the Personnel Division answered that the matter was closed. A further claim from him dated 22 June was rejected by a final letter of 23 July from the

Assistant Director-General, which he received on 1 August 1984 and which is the decision impugned.

B. The complainant recounts the circumstances which led him to believe he was under contract with WFP. He produces what he submits is evidence of assurances he received of such a contract. He alleges that at the meeting with the Minister for Livestock on 13 January 1982 Mr. Wood agreed that WFP would fund a project for the supply of camel's milk and that he, the complainant, should carry out a "feasibility study". This, he contends, is borne out by a letter which the Minister wrote the same day to the Minister of National Planning, sending an outline of the project and recommending obtaining "funds for the extension of Dr. C.B. Singh for six months". The Minister of National Planning wrote to Mr. Wood on 18 January agreeing to the proposal that the complainant do the work and stating: "I am sure that you are now in a position to make provision of funds". The complainant went ahead in good faith and on the strength of what Mr. Wood had said. He was given United Nations travel authorisation so that he could visit refugee camps. He asks the Tribunal to order the FAO to pay him salary and per diem allowances amounting to \$24,000 for the period from 13 January to 27 June 1982.

C. The FAO replies that the Tribunal is not competent to hear the complaint. Having never held an appointment with the Organization, the complainant does not have access to the Tribunal under Article 11(6) of its Statute. He

never held a contract, he was never offered one, and none may be implied. The evidence he gives of assurances of an appointment or contract came from neither WFP nor the FAO, and no statement by a government department could bind the Organization. He has failed to show any promise of contract. The travel authorisations were given under routine United Nations security arrangements and implied no contractual status.

D. In his rejoinder the complainant enlarges at length on his contention that the facts reveal WFP's intention to have him carry out the feasibility study and to fund it. He reaffirms that the items produced with his complaint demonstrate such intent and constitute assurances on which he was entitled to rely. He produces further items in support. He believes that Mr. Wood should not have let him go ahead with the work when he knew that in the end WFP would not find the money to pay him. He presses his claims.

E. In its surrejoinder the FAO observes that the rejoinder merely iterates the complainant's original arguments, albeit with a change of emphasis. The FAO dwells at length on the facts of the case, which it again submits do not reveal even the conduct of negotiations with the complainant, let alone the making of an offer of appointment or the creation of a contractual relationship. The complainant has therefore no locus standi before the Tribunal.

CONSIDERATIONS:

The complainant's case depends entirely upon his allegation that at the meeting on 13 January 1982 between the Minister for Livestock in the Government of Somalia and Mr. Wood, an official of the defendant Organization, Mr. Wood there and then on behalf of the Organization orally agreed to instruct him to make a feasibility study for a project concerning the supply of camel's milk. It is not disputed that the complainant did make such a study and deliver it to the Somali Government. But there was never, as is to be expected if any commitment had been made, any confirmation of it in writing. The letters on which the complainant relies in support of his allegation are not confirmatory of it but on the contrary show that he was acting in the hope or belief that some international body would be found to finance the project.

On the same day, after the meeting, the Minister for Livestock wrote to the Minister of Planning about the extension of the complainant's contract for which, he said, he had been trying to find funds for some time. He enclosed the project and said that Mr. Wood had shown an interest in it and had declared that funds would be secured in WFP (the department of the defendant Organization to which Mr. Wood belonged) or the United Nations High Commissioner for Refugees (UNHCR) "because the work that will be done by Mr. Singh will be directly related to the refugees"; he asked the Minister of Planning to get the funds. On 18 January the Minister of Planning wrote to Mr. Wood saying that he welcomed the project and the decision to entrust "the job of implementation" to the complainant: "I am sure that you are now in a position to make provision of funds". Mr. Wood sent this letter on to the chief of a WFP unit in Rome. He wrote that the proposal had been put up to the UNHCR in the first instance for funds. He mentioned two other bodies that had shown interest and asked his correspondent if he could see "any other funding possibilities". The funds were never found.

The Tribunal finds that there was no agreement as alleged.

DECISION:

For the above reasons,

The complaint is dismissed.

In Witness of this judgment by Mr. André Grisel, President of the Tribunal, Mr. Jacques Ducoux, Vice-President, and the Right Honourable the Lord Devlin, Judge, the aforementioned have signed hereunder, as have I, Allan Gardner, Registrar.

Delivered in public sitting in Geneva on 19 June 1985.

(Signed)

André Grisel

Jacques Ducoux

Devlin

A.B. Gardner

Updated by PFR. Approved by CC. Last update: 7 July 2000.