

Organisation internationale du Travail  
*Tribunal administratif*

International Labour Organization  
*Administrative Tribunal*

*Registry's translation,  
the French text alone  
being authoritative.*

**T.**

**v.**

**Interpol**

**136th Session**

**Judgment No. 4670**

THE ADMINISTRATIVE TRIBUNAL,

Considering the complaint filed by Ms V. T. against the International Criminal Police Organization (Interpol) on 24 November 2020 and corrected on 18 December 2020, and Interpol's reply of 12 April 2021, the complainant having failed to file a rejoinder within the allocated time;

Considering the application to intervene filed by Ms L. H. on 1 February 2023 and Interpol's comments thereon of 1 March 2023;

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

Having examined the written submissions and decided not to hold oral proceedings, for which neither party has applied;

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

The complainant seeks the restitution of amounts wrongly deducted from her salary in respect of sickness insurance contributions.

Under Staff Regulation 7.1(1) of Interpol, officials are covered by the compulsory social security scheme in force in the State in which they are stationed. From January 1999 French law provided that persons affiliated to the social security scheme who were exempt in France from all or part of direct income tax had to pay an "enhanced sickness insurance contribution" (ESC). The Organization therefore deducted the contribution, set at the rate of 5.5 per cent, from the salaries of the

officials concerned on behalf of the *Union de recouvrement des cotisations de sécurité sociale et d'allocations familiales* (URSSAF) of the Rhône-Alpes region, which later became URSSAF of the Auvergne-Rhône-Alpes region, a non-market, private body with a public service remit that forms part of the “collection” arm of the general social security scheme.

The complainant is a former Interpol official who was employed at the Organization’s headquarters in Lyon, France, between 1 March 2007 and 7 May 2019. Accordingly, she was affiliated to the French social security scheme during that period.

On 13 December 2012, in consideration 15 and Article 3 of Decision No. 2012-659 DC concerning the preventative constitutional review of the social security financing law for 2013, the French Constitutional Council declared that the second sentence of the second paragraph of Article L. 131-9 of the French Social Security Code was contrary to the Constitution. This was the provision providing for payment of the ESC by, *inter alia*, international civil servants who were resident in France but not liable to pay French income tax. The decision was published in the *Journal officiel de la République française* No. 0294 of 18 December 2012, and also on the Constitutional Council’s website and on “Légifrance.gouv.fr”, the official French government website where laws, regulations and court decisions are published.

However, as it was unaware of this decision, the Organization continued to levy the ESC on salaries paid after 13 December 2012.

In a letter of 14 September 2018 the Organization, using the procedure set out in Article L. 243-6-3 of the French Social Security Code, asked URSSAF for clarification of the various personnel codes to be used when declaring the social contributions due on its officials’ salaries according to their individual status. In a letter of 29 January 2019 responding to this request, URSSAF informed the Organization that officials exempt from French tax were no longer liable to the ESC pursuant to the decision of the Constitutional Council of 13 December 2012. As a result, by a letter of 29 May 2019, the Organization asked URSSAF to repay the amounts wrongly levied on officials’ salaries in respect of the ESC since 14 December 2012.

The complainant left the Organization in May 2019. In a letter of 31 May 2019 she received a statement of final account, showing that her entitlements had been settled. She also received her pay slip for May 2019 showing that the sickness contributions wrongly deducted in 2019 had been refunded.

In an email of 6 June 2019 the Organization informed officials affiliated to the French social security scheme that the ESC had been abolished and that these contributions would be retroactively reimbursed as from 1 January 2019. It explained that, during a review of the specific contributions owing to URSSAF and their corresponding rates, URSSAF had brought it to Interpol's attention that the ESC no longer needed to be levied. In the same email, Interpol also stated that it was in close contact with URSSAF to determine whether the latter would reimburse contributions for the years prior to 2019.

In an email of 19 July 2019 the complainant challenged the statement of final account on the grounds that the Organization had not paid her full net salary throughout her employment because it had unduly effected deductions in respect of the ESC. She referred in particular to the email of 6 June, which had not been sent to her, and requested payment of all sums wrongly deducted with interest at 5 per cent per annum.

In a letter of 3 October 2019 URSSAF accepted the Organization's request for reimbursement for the period from 1 May 2016 to 31 December 2018 but took the view that the request for the period before 1 May 2016 was time-barred under Article L. 243-6 of the French Social Security Code.

Staff were informed of this situation in communications dated 18 and 28 November 2019. It was also brought to the complainant's attention by a letter dated 21 November 2019, in which, in reply to her email of 19 July, Interpol further stated that negotiations were still in progress for the amounts relating to the years 2013 to 2016. The Organization also specified that an individual decision would be taken on the restitution of these amounts once the contributions had actually been reimbursed by URSSAF.

In an email of 18 January 2020 to the Secretary General, the complainant repeated that the statement of final account that she had received in May 2019 was invalid. In particular, she complained that the Organization appeared to be making the reimbursement of contributions and interest conditional on decisions taken by the French authorities, and that no information had been provided concerning contributions deducted prior to 2013. She asked for a clear decision to be taken on her situation and stated her intention to challenge a refusal.

In a letter dated 12 February 2020 the Organization reiterated that the question of interest could not be settled until the French authorities had made a decision on the matter. It refuted any suggestion of fault on its part and stated that negotiations were in progress concerning the period between 2013 and 2016.

On 15 May 2020 the complainant received a certificate confirming that all amounts deducted by way of the ESC between May 2016 and December 2018 had been refunded. The email to which that certificate was attached informed her that this was an administrative decision that could be challenged and that negotiations were still in progress concerning the period from January 2013 to April 2016.

As the complainant took the view that the repayment of salary arrears accrued since May 2016 only partly granted her requests for review made in emails dated 19 July 2019 and 18 January 2020, she submitted an internal appeal to the Secretary General in an email dated 8 June 2020.

In an email of 17 June 2020 the Administration acknowledged receipt of the appeal and asked the complainant to specify which decision she was challenging. On 24 June the complainant replied that she was challenging the rejection of claims that she had “clearly” made and that the Organization had ignored by subsequently granting part of her request on 15 May 2020 but remaining silent on the remainder. In reply, the Organization again asked the complainant to forward within five working days the administrative decision that she considered to adversely affect her interests or the request for a decision to which no response had been received. In an email of 29 June 2020 the complainant repeated that her appeal was perfectly clear in that it was

directed against the implied rejection of her request for review and the subsequent communications of 21 November 2019, 12 February 2020 and 15 May 2020.

In a decision taken on 25 August 2020 the Secretary General declared the appeal irreceivable pursuant to Staff Rule 13.1.3(1)(a) on the ground that the complainant had refused to specify what decision she intended to challenge in her internal appeal. The Secretary General added that, insofar as the internal appeal was directed against the Organization's two letters of 21 November 2019 and 12 February 2020 replying to the two requests for review previously submitted by the complainant, the appeal was also irreceivable because it was time-barred, since it had been lodged after the expiry of the time limit of 60 calendar days laid down in Staff Rule 13.1.1(2). That is the impugned decision.

As the amounts of ESC for the period from January 2013 to April 2016 were reimbursed by URSSAF after the complaint was filed, the Organization in turn repaid these amounts to the complainant in April 2021.

The complainant asks the Tribunal to set aside the Secretary General's decision of 25 August 2020. She seeks an order for payment of the balance of the amounts wrongly deducted from her salary in respect of the ESC, with interest at the rate of 5 per cent per annum from the date of each monthly payment, and additional interest relating to the supplementary retirement benefit. In any event, she seeks compensation for all the material and moral injury that she considers she has suffered. She also seeks an award of 7,000 euros in costs.

Interpol asks the Tribunal to dismiss the complaint as irreceivable and subsidiarily as unfounded.

## CONSIDERATIONS

1. In her complaint, the complainant:

- seeks reimbursement of the balance of the amounts wrongly deducted from her salary in respect of the enhanced sickness insurance contribution (ESC);
- requests, in any event, compensation for all the material and moral injury suffered;
- also requests that these amounts bear interest at the rate of 5 per cent per annum from the due date of each monthly payment.

2. The evidence in the file shows that, once URSSAF had made the corresponding reimbursements, the Organization refunded to the complainant the sums wrongly levied in respect of the ESC for the period after 1 January 2013. Thus, apart from the question of interest, the complaint is now moot insofar as it relates to the amounts wrongly deducted during that period.

3. First of all, the Organization submits that the complaint is irreceivable on three grounds. In the first place, the internal appeal did not satisfy the formal requirements laid down in Staff Rule 13.1.2(1) inasmuch as the complainant not only failed to attach to her appeal a copy of the challenged decision but also failed to act on the Organization's request that she do so with a view to completing her appeal. She thereby also failed to effectively exhaust the internal remedies available to her. In the second place, the internal appeal would have to be regarded as time-barred if it were to be construed as in reality directed against the two letters from the Organization of 21 November 2019 and 12 February 2020. In the third place, both the complaint to the Tribunal and the internal appeal were premature because, at the time they were filed, discussions were still in progress with the French authorities with a view to obtaining, in particular, interest for late payment.

4. In respect of the first of these objections to receivability, it should be recalled that Staff Rule 13.1.2(1) and (2) states as follows:

“Rule 13.1.2: Content of the request for review and of the internal appeal

- (1) The request for review and the internal appeal shall be addressed in writing to the Secretary General. They shall be signed and dated by the official and shall include the following documents:
  - (a) [a] copy of the challenged decision or of the request for a decision by the official;
  - (b) [a] written summary of the reasons.
- (2) If the request mentioned in (1) above is incomplete, the Secretary General shall inform the official of that fact immediately, and shall ask him to provide the missing elements within 5 working days of the notification of this information.

[...]”

In light of that provision, the Tribunal notes that although the complainant had clearly stated her requests in emails sent to the Organization on 19 July 2019 and 18 January 2020, those requests were only partially met by the first refund of wrongly deducted contributions, effected in May 2020. Furthermore, in each of its replies of 21 November 2019 and 12 February 2020, the Organization stated that discussions were still in progress and that decisions open to appeal had yet to be taken. In those circumstances, the complainant was entitled to take the view in the internal appeal which she lodged on 8 June 2020 that she did not know exactly how to understand the Organization’s replies of 21 November 2019 and 12 February 2020 and that, at the time she submitted her appeal, there must have been a decision, albeit implicit, not to repay her all the amounts she requested. The Tribunal notes in that regard that, in her internal appeal of 8 June 2020, the complainant raised the fact that the Organization had not given a final reply to her request for review. She further stated that her appeal should also be regarded as a request for the withdrawal of the communication of 15 May 2020 if the partial refund of amounts of ESC effected at that time were to be considered to constitute a refusal to pay salary arrears over and above the sum paid. In her email of 29 June 2020 the complainant stated: “[m]y appeal is directed against the implicit rejection of my request for review, and the subsequent communications

of 21 November 2019, 12 February 2020 and 15 May 2020 if they are to be understood as a rejection”. In these circumstances, and in particular by stating that her request for a decision within the meaning of Staff Rule 13.1.2(1) was a request for the restitution of all the wrongly deducted amounts of ESC, the complainant met the requirements set out in that provision.

The first objection to receivability therefore fails.

5. The Tribunal further considers that the second objection to receivability must also be dismissed since the internal appeal of 8 June 2020 was lodged within the time limit of 60 calendar days laid down in Staff Rule 13.1.1(2). The Organization’s communication of 15 May 2020, which must be construed as an implied decision refusing to reimburse all the wrongly deducted amounts of ESC and the corresponding interest for late payment, constitutes in itself a decision adversely affecting the complainant.

6. As to the third objection to receivability, alleging that the complainant’s internal appeal was premature, the Tribunal observes that the Organization is not in any event entitled to raise that objection before it because this ground of irreceivability was not mentioned in the Secretary General’s decision of 25 August 2020.

This last objection to receivability must therefore also be dismissed.

7. It is evident from considerations 4 to 6 above that the complainant’s internal appeal was wrongly declared irreceivable on the grounds set out in the Secretary General’s decision of 25 August 2020.

At this stage of its findings, the Tribunal should ordinarily remit the case to Interpol for the complainant’s internal appeal to be considered by the Joint Appeals Committee.

However, in view of the length of time that has passed and the fact that the parties have put their cases at length in their submissions, the Tribunal will not do so here and will directly rule on the merits of the dispute.



8. With regard to the amounts of ESC that she considers she unduly paid between 1 January 2009 and 31 December 2012 (hereinafter “the 2009-2012 period”), the complainant submits that any international administration has a fundamental duty to pay salaries in full and on time. In her view, any breach of that duty is wrongful and renders the organisation liable. Consequently, an organisation that pays all or part of that salary to a third party without a legitimate reason cannot be regarded as having discharged its duty to pay the salary. In such a situation, the employee concerned is not required to request that third party for its return but is entitled to demand payment from her or his organisation. It follows that Interpol could not lawfully make its own obligation to pay the wrongfully deducted amounts conditional on URSSAF’s prior payment of those amounts. Nor could the Organization evade its obligations on the grounds that it had been misled by URSSAF in respect of the amounts of ESC to be deducted. Its failure in this matter is aggravated by the fact that it did not discover its mistake until May 2019, almost seven years after the aforementioned decision of the Constitutional Council of 13 December 2012. The complainant submits that, in any event, the Organization committed a serious error in determining the rate applicable to the payment of the ESC. In the first place, the Organization should have opposed the application of a special rate of ESC from the outset, since it was clearly contrary to the Headquarters Agreement concluded by Interpol with France, providing that salaries and emoluments paid to officials are exempt from income tax, if they are subject to an internal tax or other measures equivalent to such a tax, such as contributions to the national health insurance scheme. In the second place, the Organization’s failing was even more serious after the aforementioned decision of the Constitutional Court of 13 December 2012 as it continued to collect the undue amounts of ESC for almost seven years after that decision, which demonstrates particular negligence in this respect. In the third place, the Organization exacerbated the seriousness of this error by not requesting reimbursement of the unduly received amounts of ESC until May 2019 and by limiting its request to the amounts of ESC deducted since 1 January 2013, whereas under the three-year limitation period provided for in Article L. 243-6 of the French Social Security Code, such a request

should also have been made before 12 December 2015, which, again by virtue of this provision, would have made it possible to retrospectively extend the restitution back to 1 January 2009. In the fourth place, if the Organization was encountering difficulties with the French authorities in determining the undue amounts to be reimbursed, it should have referred the dispute to the arbitration tribunal mentioned in Article 24 of the Headquarters Agreement with France, which the Organization did not.

9. The Organization contends that the complaint should, in any event, be rejected in its entirety, as none of the complainant's arguments is founded in law.

In the first place, on the basis of its status as an international organisation and the Tribunal's case law on that point, the Organization argues that it is not responsible for the contribution rates applied under national legislation as it has no control over those rates and the rules applicable to social security contributions in French law do not fall within its competence. The Organization further points out that it is not affiliated to the French social security scheme and is not an employer subject to French law; hence there was no reason for it to challenge the ESC and the rate thereof in the absence of specific information on this matter from URSSAF or the relevant French authorities. As expressly provided for in Staff Rule 7.1.1(5), the Organization acted only as an intermediary in the collection by France of the amounts of ESC and it therefore never benefited on its own account from the amounts of ESC wrongly received by URSSAF.

In the second place, relying on the Staff Manual and the principles of international civil service law, the Organization contends that it was primarily its officials' responsibility, firstly, to take the initiative to inform themselves of the contributions paid by the Organization to URSSAF on their behalf and, secondly, to contest decisions adversely affecting them with the local French authorities if they deemed it necessary, and to do so within the applicable time limits. Indeed, it is apparent from Staff Rule 7.1.1(3) that the Organization's sole obligation in this respect is a best endeavours obligation consisting of providing,

as far as possible, assistance to officials affiliated to a social security scheme in compliance with the national law in force at the duty station, but only when they seek information concerning their rights vis-à-vis the relevant national bodies. Moreover, when seeking compensation for the injury caused to its officials, the Organization is not representing them but rather asserting its own right to ensure that States respect their international commitments to the Organization and its members.

In the third place, the Organization cannot be accused of negligence since it spontaneously notified its officials, their representatives and former officials as soon as it was informed of the situation and, by entering into discussions with URSSAF and the French authorities, it did not fail in its obligation to take reasonable steps to prevent any foreseeable risk of injury. The proof is that URSSAF has reimbursed most of the amounts of ESC that it wrongly collected, despite the time limit for recovery proceedings that the French authorities initially invoked. The Organization also emphasises that there is no provision in the Staff Manual that places it under a general duty to inform its officials in this area.

Lastly, referring to the Tribunal's case law under which a request for recovery of undue payments must, unless otherwise expressly provided, be submitted within a reasonable time limit, the Organization contends that this is not the case for a request for reimbursement concerning amounts of ESC collected during the period from 1 January 2009 until 31 December 2012, which is over 11 years ago. On this issue, it relies not on the provisions of French law but on the principles of international law and the law of international organisations, whose application is more favourable to the officials concerned. It also refers to Judgment 4166, consideration 5, where it was said that "the limitation period begins to run from the date on which the payments were made and not from the date on which their irregularity was discovered".

10. As Interpol has decided to affiliate its officials stationed in France to the French social security scheme pursuant to Staff Regulation 7.1(1), it has made French national law applicable to the employment relationship between the Organization and the officials

concerned as regards their social protection. Given this express reference to the rules of national law, the Tribunal should, in principle, refer to them when ruling on this dispute (see Judgments 4401, consideration 6, 3915, consideration 4, 1451, consideration 23, and 1369, consideration 15).

The Tribunal notes that, in aforementioned Decision No. 2012-659 of 13 December 2012, the French Constitutional Council ruled that the second sentence of the second paragraph of Article L. 131-9 of the French Social Security Code, the provision requiring the ESC to be collected, did not comply with the French Constitution.

The Tribunal also notes that paragraph I of Article L. 243-6 of the same Code, to which the complainant refers to establish that the Organization was negligent, provides as follows:

“I. - Claims for the reimbursement of wrongly paid social security and family allowance contributions are time-barred when three years has passed from the date on which the said contributions were paid.

Where the obligation to reimburse the said contributions arises from a court decision that establishes that the legal rule applied does not comply with a higher legal rule, a claim for reimbursement may only relate to the period after 1 January of the third year preceding the year in which the decision establishing non-compliance was adopted. [...]”

11. Having regard to these matters, the Tribunal finds that the question of the extent to which the amounts of ESC paid for the 2009-2012 period may be refunded to the persons who paid them raises a question of interpretation of national law, the scope of which goes well beyond the case of Interpol officials and which can only be decided by the French authorities and courts. It is therefore not for the Tribunal to rule on this issue.

12. However, since reimbursement of the disputed contributions for the 2009-2012 period did not appear clearly impossible in the light of the aforementioned decision of the French Constitutional Council and the above-mentioned provisions of the French Social Security Code, the Tribunal considers that the Organization ought, at the very

least, to have expressly requested URSSAF or the French public authorities to effect that reimbursement.

13. Interpol's decision to affiliate its officials to the French social security scheme did not in any way release it from its obligations towards them. While it is true that the Organization only deducted the ESC following what it believed, wrongly, to be the applicable French law on the matter, it cannot take refuge behind the fact that it acted only as an intermediary, nor behind its status as an international organisation with no responsibility of its own for the application of that law. In fact, it is pursuant to Staff Regulation 7.1 that the Organization's officials are usually covered by the compulsory social security schemes in force in the States in which they are stationed, unless the Organization decides otherwise. The officials concerned thus have no choice in this regard and it is therefore unreasonable to suggest that it was their own responsibility to pursue the matter with the French authorities and courts of their own accord, assuming this would be possible.

14. However, as the Tribunal found in Judgment 4667 also delivered in public this day, the Organization has never expressly requested URSSAF or the French authorities to return the sums deducted from its officials' salaries by way of the ESC for the 2009-2012 period. At most, the Organization stated to the French authorities, and then only in March 2021, that repayment of these sums would put an end to the dispute pending before the Tribunal, which does not equate to an express request for such repayment.

15. Moreover, contrary to what Interpol maintains, in view of its obligations as an international organisation towards its officials, it is not entitled to make the refund of the contributions at issue conditional on reimbursement of the amount of those contributions by URSSAF or the host State.

16. Furthermore, the Tribunal cannot accept the Organization's argument that the claims are time-barred because the disputed salary deductions are so old that the complainant can no longer reasonably

claim repayment. The Tribunal observes that Interpol officials were only officially informed of the irregularity of those deductions in an internal email dated 6 June 2019 and that its former officials, who were not recipients of that email, must be regarded as not having had official knowledge of that information until that date at the earliest. Consequently, the Organization's argument that the complainant did not submit her request for repayment of the disputed amounts within a reasonable period is, in any event, unfounded.

17. It follows from the foregoing that Interpol was negligent in several respects: firstly, it did not take the necessary measures to ensure that it kept itself informed of changes to the French Social Security Code, such as that resulting in this case from the partial review of Article L. 131-9 of that Code by the Constitutional Council; secondly, it was unaware of the possibility of obtaining a retroactive refund of the unduly paid contributions provided for by Article L. 243-6 of the same Code; and, thirdly, even when it approached URSSAF and the host State's authorities in 2019 with a view to obtaining a refund of the amounts deducted from its officials' salaries in respect of the ESC, it failed to include in its requests the amounts corresponding to the sums deducted for the 2009-2012 period.

18. Having regard to the legal uncertainty referred to above, which only the French authorities and courts could resolve, the Tribunal considers that the complainant was denied a valuable opportunity to receive a refund of the amounts of ESC deducted from her salary for the 2009-2012 period owing to Interpol's negligence. In the circumstances of the case, the injury resulting from this loss of opportunity will be fairly redressed by ordering the Organization to pay the complainant compensation in an amount equivalent to half of the sums deducted from her salary for that period.

19. With regard to the period after 1 January 2013, concerning which it is not in dispute that Interpol reimbursed the amounts wrongly withheld from the complainant's salary by way of the ESC in the course

of the proceedings, the complainant claims interest for late payment on the amounts that have been repaid to her.

The Organization puts forward three arguments against this claim: firstly, it does not consider itself guilty of negligence; secondly, URSSAF has not paid it any such interest; and lastly, there are no provisions in the Staff Regulations or Rules placing it under a general obligation to pay interest for late payment on principal amounts which it may owe its officials.

20. Firstly, it should be recalled that interest for late payment simply represents an objective form of compensation for the time that has elapsed since the date on which an amount was due, and the mere fact that there was a delay in the payment of that amount is sufficient to justify the payment of interest, whether or not the debtor was at fault (see Judgments 4093, consideration 8, and 1403, consideration 8). Interpol's argument that it was not negligent is therefore, in any event, irrelevant.

21. Secondly, for the same reasons as set out in consideration 15, above, the fact that the sums refunded by URSSAF to Interpol in respect of the period after 1 January 2013 did not include interest has no bearing on the Organization's obligation towards its officials to pay interest on the amounts of ESC that it wrongly deducted from their salaries during that period.

22. Lastly, as regards the absence of any provision in Interpol's Staff Regulations or Rules providing for the payment of interest on sums due to the Organization's officials, the Tribunal recalls that the requirement to pay such interest arises even without such a provision pursuant to the general principles governing the liability of international organisations.

23. It is appropriate, in line with the Tribunal's case law, to apply the principle that interest is due *ipso jure* whenever a principal amount is payable, which is in particular the case where amounts have been wrongly deducted from remuneration that was due to be paid on a fixed

date. In this scenario, the starting point for the interest to be paid is the due date for each payment from which an amount was wrongly deducted, that due date being equivalent by itself to service of notice (see, in particular, Judgments 3180, consideration 12, 2782, consideration 6, and 2076, consideration 10).

24. The Tribunal will therefore order the Organization to pay the complainant interest for late payment on the sums paid to her by way of refunds of contributions for the period after 1 January 2013 at the rate of 5 per cent per annum from the monthly due date for each of the salary arrears in question until the date of their payment.

25. As regards the claim for interest in respect of the 2009-2012 period, the order that will be made against the Organization on account of the deductions made during that period takes the form of an order for damages for loss of opportunity, on which, given its very nature, no interest is payable.

26. The complainant is also seeking payment of interest on the supplementary pension benefit.

As the complainant does not substantiate this claim, the Tribunal considers that there are no grounds for granting it.

27. The complainant seeks compensation for the moral injury she considers she has suffered. She bases the existence of that moral injury, firstly, on the fact that it is highly frustrating for her to have been wrongly deprived of part of her salary and, secondly, on the “feeling of frustration and injustice” caused to her by the Organization’s conduct in the discussions concerning the actual reimbursement of the wrongly deducted amounts and in the handling of her internal appeal, which demonstrated bad faith.

The Tribunal notes that the complainant does not quantify the moral injury she alleges to have suffered. With regard to the injury resulting from the wrongful deduction of the ESC, the Tribunal considers that the recognition in this judgment of the Organization’s negligence suffices in itself to redress the moral injury that may have



resulted, bearing in mind that the material injury inherent in this negligence will also be compensated, with interest, in the manner indicated above. With regard to the injury caused by Interpol's purported bad faith when dealing with the internal appeal, the Tribunal considers that, although the appeal was wrongly rejected, as stated above, it does not appear from the submissions that the Organization acted in bad faith when handling it.

The claim for moral damages will therefore be dismissed.

28. Lastly, the Tribunal considers that the complainant's claim for the award of 7,000 euros in costs should be granted.

29. As the intervener is in a situation in fact and in law similar to that of the complainant, her application to intervene is allowed. She will therefore be entitled to the compensation and interest determined in this judgment, the amount of which will be calculated on the basis of her own situation.

## DECISION

For the above reasons,

1. There is no need to rule on the complaint insofar as it seeks repayment of the sums wrongly deducted from the complainant's salary for the period from 1 January 2013 to 7 May 2019.
2. The decision of the Secretary General of Interpol of 25 August 2020 is set aside.
3. Interpol shall pay the complainant compensation calculated as indicated in consideration 18, above.
4. The Organization shall pay the complainant interest for late payment calculated as indicated in consideration 24, above.
5. It shall also pay her 7,000 euros in costs.

6. All other claims are dismissed.
7. Interpol shall pay the intervener compensation and interest for late payment as indicated in consideration 29, above.

In witness of this judgment, adopted on 6 May 2023, Mr Patrick Frydman, Vice-President of the Tribunal, Mr Jacques Jaumotte, Judge, and Mr Clément Gascon, Judge, sign below, as do I, Dražen Petrović, Registrar.

Delivered on 7 July 2023 by video recording posted on the Tribunal's Internet page.

*(Signed)*

PATRICK FRYDMAN    JACQUES JAUMOTTE    CLÉMENT GASCON

DRAŽEN PETROVIĆ