

## Summary of Bhadra v. IBRD, Decision No. 583 [2018]

The Applicant joined the Bank in October 2015 for a two-year term appointment in Dhaka, Bangladesh. His appointment was subject to a probationary period of one year. When the one-year probationary period ended, the Applicant's supervisor informed the Applicant that it would be extended. On 19 April 2017, the Applicant was notified that his appointment would not be renewed beyond its expiration date.

Before the Tribunal, the Applicant contested the Bank's decision not to renew his fixed-term appointment. The Applicant also argued that the extension of his one-year probationary period had violated Staff Rule 4.02, paragraphs 3.01 and 3.02, noting that when his supervisor decided to extend his probationary period, he already "had proven suitable for Bank employment."

Regarding the Applicant's extension of his probationary period, the Tribunal observed that under the Staff Rules, the extension of the probationary period would be justified only if a staff member had failed to demonstrate "suitability" for Bank employment at the end of his or her probationary period. The Tribunal found that any reason asserted by the Bank, "even if resting on proper motives," that is unrelated to a staff member's "performance, technical qualifications and professional behaviors" would be contrary to the Staff Rules. As the record did not support a finding that the Applicant was unsuitable for Bank employment at the end of his one-year probationary period, the Tribunal held that the extension of the Applicant's probationary period was not a proper use of discretion. The Tribunal found nevertheless that compensation was not warranted since the Bank had reversed the decision to extend the Applicant's probationary period and confirmed the Applicant's appointment with retroactive effect.

Regarding the non-renewal of the Applicant's appointment, the Applicant had argued that his separation from the Bank was governed by Principle 7.1, paragraph (b)(iii) of the Principles of Staff Employment, under which the Bank had the duty to place him in a vacant same-level position at the end of his appointment. The Tribunal found that the legal basis relied upon by the Applicant did not apply to him because his position was not made redundant. The Tribunal subsequently stated that the Applicant's separation from the Bank occurred at the expiration of his two-year fixed-term appointment. In examining the business needs invoked by the Bank for the non-renewal of the Applicant's appointment, the Tribunal found that they were supported by the record and that the Bank's decision not to renew the Applicant's appointment had an observable and reasonable basis. Furthermore, the Tribunal held that the Applicant's claims that the non-renewal of his appointment had retaliatory and discriminatory motives lacked "detailed allegations and factual support." The Tribunal also held that the Applicant's allegations of harassment and unfair treatment had no merit. The Tribunal concluded that the Bank's decision not to renew the Applicant's appointment was not improperly motivated and did not constitute an abuse of discretion.

**Decision:** Application dismissed.