

Summary of DC (No. 3) v. IBRD, Decision No. 565 [2017]

Invoking Article XIII of the Tribunal's Statute, the Applicant sought revision of *DC* (Preliminary Objection), Decision No. 525 [2015] with respect to the Tribunal's judgment to uphold the validity of the Memorandum of Understanding (MOU) which the Applicant signed with the Bank on 3 September 2014. The Bank submitted a preliminary objection.

The Tribunal reiterated the statutory rules and jurisprudence concerning an Article XIII request, noting that the rule of finality of the Tribunal's judgment is essential to the operation of the Bank's internal justice system. A request for the Tribunal to revise its decision must meet the following criteria: 1) Discovery of a fact which was unknown to both the Tribunal and the party seeking revision at the time the judgment was delivered; 2) The fact must be such that it "might have had a decisive influence on the judgment of the Tribunal"; and 3) The request for revision must be submitted within a period of six months after discovery of said fact.

The Tribunal held that facts submitted by the Applicant did not meet the legal basis to warrant a revision under Article XIII. In particular, two of the three facts were not new and even if they were there was no evidence that the information provided would have had a decisive influence on the Tribunal's judgment that the Applicant entered into a valid MOU with the Bank. The third fact was evidence that a strategic plan presented by the Applicant's supervisor was never implemented. It was the Applicant's contention that this plan was designed to mislead him into believing that his position would be made redundant and he should sign the MOU with the Bank. The Tribunal held that evidence that this strategic plan was a false plan designed to persuade the Applicant to sign the MOU could have added merit to the argument that the Applicant's consent to the MOU was obtained fraudulently. However, the Tribunal found no such evidence, nor was there evidence that the Applicant was informed that his position would be made redundant and he should sign the MOU in advance of this inevitable occurrence. The Tribunal held that while evidence of fraudulently obtained consent to the MOU would indeed be decisive and critical to a claim against the validity of the MOU, the Applicant has not discharged the burden of providing such evidence to support his claim.

Finally, the Tribunal reiterated the fact that the MOU was established to govern the conditions of the "Applicant's exit from the Bank and bar him from challenging the termination of his employment or the terms under which he is to leave the Bank." In light of the above, the Tribunal found merit to the Bank's contention that the present Application was barred by the MOU which the Applicant signed.

Decision: Application dismissed.