Summary of Tweddle v. IBRD, Decision No. 508 [2015]

The Applicant claimed that she lacked the capacity to sign a Mutually Agreed Separation Agreement (MAS) which had been concluded in 1995, and that she only did so under duress. The Bank raised a preliminary objection to the admissibility of the Application.

The Tribunal stated that an MAS is a matter of contract between the Bank and a staff member, and recalled that it has in the past accepted the validity of, and given effect to, MAS agreements between the Bank and staff members, including the provision on the release of claims against the Bank. The Tribunal noted that "no release or settlement of claims should be given effect if concluded under duress." It added that it would not give effect to such MAS agreements if the staff member in question had lacked the capacity to sign the MAS.

The Tribunal stated that a staff member can file an application to set aside an MAS on the ground of lack of capacity or duress. But such applications must comply with the requirements of the Tribunal's Statute, including the 120-day filing requirement. The Tribunal noted that the undisputed fact here is that the Applicant signed the MAS some 20 years ago on 20 December 1995. Now she claims that she lacked the capacity to sign the MAS or that she signed it under duress. Here the Tribunal noted that "the event giving rise to the application" – namely the alleged lack of capacity or duress – occurred in 1995. The Tribunal found that as Applicant filed the Application in 2014 she was late not by months, not by a few years but by almost 20 years.

The Tribunal noted that under Article II(2), a failure to file an application in a timely manner can be excused if an applicant demonstrates "exceptional circumstance." The Tribunal concluded that there is nothing in the record to suggest that her circumstances were so exceptional as to prevent her from filing her Application for almost 20 years.

The Tribunal further noted that the Applicant had continued to work from 1996 to 2014 with some breaks with different companies and organizations. In fact, she came back to work in the Bank. The Tribunal stated that the Applicant had not explained why she was capable of working during the intervening 20 years, but not capable of coming to the Tribunal. The Applicant referred to the fact that she lacked any money to hire an attorney. As in previous cases, the Tribunal did not view this as an exceptional circumstance. In sum, the Tribunal found no exceptional circumstances that would justify the Applicant's almost 20-year delay in approaching the Tribunal. Accordingly, the Tribunal found the Application inadmissible.