

Summary of Njinkeu v. IBRD, Decision No. 538 [2016]

The Applicant challenged the non-renewal of his contract, the Bank's alleged failure to provide the honest rationale behind the non-renewal decision, the Bank's alleged failure to provide clear guidance relating to his separation options upon expiration of his contract and claimed that the Bank discriminated against him.

The Tribunal addressed the Bank's preliminary objection in this judgment. The Bank argued *inter alia* that the Applicant's claims had not been filed in a timely manner (i.e. within the 120-day deadline). The Tribunal upheld the Bank's preliminary objection with respect to the Applicant's claims that: (i) the decision not to renew his Term appointment was an abuse of discretion; (ii) the Bank discriminated against him by not treating him in the same manner as it treated a similarly situated colleague; and (iii) the Bank failed to provide the Applicant with the honest rationale for the decision to not renew his appointment. The Tribunal found that those claims had not been filed in a timely manner and were therefore inadmissible.

Decision: The Tribunal found that the Applicant's claim that the Bank failed to provide clear guidance regarding his separation entitlements was timely and admissible. All of the Applicant's other claims were dismissed.