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JUDGE SABINE KNIERIM , PRESIDING .

1. Ahmad Ali Mudardas (Mr. Mudardas or Appellant) was a staff member of the United Nations Relief and Works Agency for Palestine Refugees in the Near East (UNRWA or Agency). He was dismissed from service after the conclusion of a disciplinary process, which was premised upon the charge that he had engaged in fraudulent activities by *inter alia* submitting falsified invoices that did not relate to genuine purchases. He filed an application with the UNRWA Dispute Tribunal (Dispute Tribunal or UNRWA DT) challenging the dismissal decision, and on 3 December 2020, the Dispute Tribunal issued Judgment No. UNRWA/DT/2020/071, ¹ rejecting his application and finding that the disciplinary measure was lawful.

2. Mr. Mudardas filed an as5 (s)-0.6 fiaar.9 (c)-lp(ct 7 h5aus)-6.2 A5 2.47 0 et 7 1as3 ()JTJ -1.W2ar.9 (c

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5. Following DIOS intake,

machine. Instead, the tribunal believed the version of the bank statement Mr. Mudardas submitted actually showed a deliberate attempt on his part to conceal his fraud.

11. Second, regarding two invoices in the amounts of JOD 70 and JOD 80 from a local blacksmith, which Mr. Mudardas had submit 4.738 .9 (l)0.9 4.738 .9 (l)0.9 4.738 .9 (l)0.9 4.9l oel

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i. Production of false accounts

31. With regard to the production of false accounts, the UNRWA DT found that on 21 December 2017, the Appellant submitted to the Irbid Area Office the statement of the school's bank account for a regular audit. The submitted version of the bank statement indicated an amount of JOD 2,313 as the closing balance of the school's account. A new statement was obtained in January 2018, which showed the true figure should have been JOD92. In addition, the Appellant had not disclosed some pages of the bank statement and concealed information from the bank statement by editing it. The UNRWA DT rejected the Appellant's explanations that "all financial transactions appear clearly in the statement" and that the financial statement "got stuck in the machine" while photocopying it.

32. On appeal, the Appellant submits that "the tribunal did not deny the fact that the bank statement was genuine and real and it wasn't hide [sic] any data and all the transactions were appear [sic] clearly in the statement and they [sic] weren't any missing information in the submitted statement and the Appellant confirmed that he haven't [sic] submitted any false accounts to Irbid area office".

33. This allegation does not demonstrate any error on the part of the UNRWA DT. The Appellant does not dispute the findings of the Dispute Tribunal, namely that the 21 December 2017 bank statement did not indicate the correct amount and that parts of the bank statement were missing. He does not show why this finding of the UNRWA DT could be erroneous.

ii. Submission of falsified invoices that did not relate to genuine purchases

a. Three false invoices in the name of the company A. for Constructions

34. The UNRWA DT held there is clear and convincing evidence that the Appellant submitted three false invoices in the name of the company A for Constructions without any real purchases and kept the cash for himself. Mr. K. A. from A. for Constructions had confirmed to the investigator that three invoices, which Mr. Mudardas had submitted as genuine expenditures, were not issued by him. Mr. Mudardas submitted a statement issued in the name of the company A. for Constructions refuting the statement of Mr. K. A. However, no evidence has been

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b. Two false invoices in the amounts of JOD 70 and JOD 80

39. The UNRWA DT held there is clear and convincing evidence that the Appellant submitted two false invoices in the amounts of JOD 70 and JOD 80 in the name of a local blacksmith. The blacksmith had stated to the investigator that he did not conduct any of the work mentioned in said invoices. He added that, after he had inadvertently left his invoice book and stamp at the school on an earlier occasion, he noticed that the blank version of these two invoices had been removed from his invoice book. The UNRWA DT considered that the Appellant failed to provide any facts that would render the blacksmith's statement doubtful, and he also did not present any evidence to indicate that the blacksmith had a motive to lie or was biased against him. The Dispute Tribunal found the written testimonies supplied by Mr. Mudardas not convincing and without probative value, as the authors are the Appellant's former subordinates and they do not state any credible basis for their claims that the blacksmith is lying. In addition, the Appellant admitted to having handwritten the invoices.

40. On appeal, the Appellant submits that all the works mentioned in said invoices were undertaken by the blacksmith and that what he said in his statement was a malicious complaint for personal reasons. All the witnesses had stated that the blacksmith did not leave any books or stamps at the school. As such, Mr. Mudardas argues that the UNRWA DT erred in holding that he failed to provide any facts and that the written witness statements were not convincing and without value. Mr. Mudardas claims that the UNRWA DT should have conducted an oral hearing and interviewed him and the witnesses.

41. These submissions do not show that the UNRWA DT erred in fact or law.

42. Mr. Mudardas' allegation that the blacksmith's statement was a malicious complaint for personal reasons is unsubstantiated. As the UNRWA DT already pointed out, Mr. Mudardas does not provide any evidence or even a reason to allow the Appeals Tribunal to assume that the blacksmith could have been biased against him or wished him ill.

43. As to the written witness statements, Mr. Mudardas does not show, on appeal, that contrary to the UNRWA DT's findings, they form a credible basis for the claim that the blacksmith is lying. Mr. Mudardas does not explain where his former colleagues could have received knowledge that the blacksmith did not leave his books and stamps at the school.

The witnesses' statements that they never heard about the blacksmith having left his books and stamps at the school is not sufficient to put the UNRWA DT's findings in doubt.

44. Regarding the obligation of the Dispute Tribunal to hold an oral hearing in disciplinary matters, the Appeals Tribunal held:⁷

... While this Tribunal is not without sympathy

45. It follows from Article 12 UNRWA DT Rules of Procedure and the abovementioned jurisprudence that the UNRWA DT has some degree of discretion whether or not to hold an oral hearing.

46. Mr. Mudardas does not show, on appeal, that the UNRWA DT erred in its assessment of the probative value of his written witness statements. Further, he does not challenge the UNRWA DT'

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