

3. On 2 November 2017, by Order No. 246 (NY/2017), the Tribunal instructed the Applicant to file and serve comments or additional submissions, if any, damages.

4. addressing

5. On 12 December Motion for
Withdrawal of A

1. Subsequent to my submission dated 28 November 2017, I was notified by OHRM that my request for an agreed termination had been approved, and that the Secretary-General had decided to terminate my permanent appointment under the provisions of Staff Regulation 9.3(a)(vi), effective 30 November 2017, c.o.b.
2. Consistent with the final stipulation of the Memorandum of Understanding provided to me by OHRM, and which I signed, I hereby withdraw any and all claims and appeals I have pending against the Organization

Consideration

6. The desirability of finality of disputes within the workplace cannot be gainsaid (see *Hashimi* Order No. 93 (NY/2011), dated 24 March 2011, and *Goodwin* UNDT/2011/104). Equally, the desirability of finality of disputes in proceedings requires that a party should be able to raise a valid defence of *res judicata*, which

provides that a matter between the same persons, involving the same cause of action, may not be adjudicated twice (see *Shanks* 2010-UNAT-026bis, *Costa* 2010-UNAT-063, *El-Khatib* 2010-UNAT-066, *Beaudry* 2011-UNAT-129). As stated in *Bangoura* UNDT/2011/202, matters that stem from the same cause of action, though they may be couched in other terms, are *res judicata*, which means that an applicant does not have the right to bring the same complaint again.

7. The object of the *res judicata* rule is that there must be an end to litigation in order to ensure the stability of the judicial process (*Meron* 2012-UNAT-198) and that a party should not have to answer the same cause twice. Once a matter has been resolved, a party should not be able to re-litigate the same issue. An unequivocal withdrawal means that the matter will be disposed of such that it cannot be reopened or litigated again.

8. With regard to the doctrine of *res judicata*, the International Labour

stated at para. 4:

The argument that the internal appeal was irreceivable is made by reference to the principle of *res judicata*. In this regard, it is argued that the issues raised in the internal appeal were determined by [ILOAT] Judgment 2538. As explained in [ILOAT] Judgment 2316, under 11:

Res judicata operates to bar a subsequent proceeding if the issue submitted for decision in that proceeding has already been the subject of a final and binding decision as to the rights and liabilities of the parties in that regard.

barred by *res judicata*.

9. In the instant case, the Applicant filed a motion stating that she agrees to hereby withdraw any and all claims and appeals [she has] pending against the Organization as set out above.

10. The Applicant attached to her motion for withdrawal, a copy of the Memorandum of Understanding signed by her on 30 November 2017 setting out the terms and conditions of the agreed termination of her permanent appointment, and consequent withdrawal of her claim. The Tribunal is confident that the parties shall adhere to the agreed terms and conditions, if they have not already done so.

11. The Applicant's unequivocal withdrawal of the merits signifies a final and binding resolution with regard to the rights and liabilities of the parties in all respects in her case, requiring no pronouncement on the merits but concluding the matter *in toto*. Therefore, the dismissal of her case with a view to finality of the proceedings is

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