

EIGHTY-FOURTH SESSION

***In re* Morelli (No. 2)**

**(Applications by the complainant
and by the defendant)**

Judgment 1717

The Administrative Tribunal,

Considering the application filed by Mrs. Allegra Morelli on 4 June 1997 for the execution of Judgment 1614, the reply of 29 July from the International Fund for Agricultural Development (IFAD) and the letter of 20 August 1997 from Mrs. Morelli's counsel to the Registrar of the Tribunal saying that he did not wish to rejoin;

Considering the application filed by the Fund on 31 July 1997 for the interpretation of the same judgment and the letter of 20 August 1997 from Mrs. Morelli's counsel telling the Registrar that he would not be replying;

Considering Article II, paragraph 5, of the Statute of the Tribunal;

CONSIDERATIONS

1. In Judgment 1614 of 30 January 1997 the Tribunal ruled on the complaint brought by Mrs. Morelli against the International Fund for Agricultural Development (IFAD) and ordered the Fund to pay the damages set under 13. The material passage reads:

"She is entitled under this head not only to the amounts [the Fund] has already offered her by way of 'additional compensation' but also to an award of damages in the amount of six months' pay."

2. The parties disagree on the meaning of the word "pay". On 4 June 1997 the complainant filed an application for execution of the judgment and on 31 July the Fund applied for its interpretation. Since the purpose of both applications is to determine the construction to be put on that word, they may be joined to form the subject of a single ruling.

3. Interpretation depends both on the context and on the nature of the text. The word "pay" may mean one thing in a budget yet bear a broader or narrower sense in the context of tax law or pension entitlements. Judgment 1614 used the word to determine the amount of damages and ordered the Fund to pay her what she would have earned for six months' service. So "pay" means the amount she would have actually received had she been under contract for those six months, and it must include salary and any allowances payable to her of whatever kind - post adjustment, family allowance, and so forth. It does not, however, include the compulsory health insurance and other contributions that were routinely docked from her emoluments.

4. The conclusion to be drawn from that interpretation of the judgment is that the reckoning is wrong and the Fund must pay her the sums still due. It must also pay interest thereon at the rate of 8 per cent a year.

5. The complainant accuses the Fund of bad faith. But the evidence she offers in support does not bear out the charge. The plea fails.

DECISION

For the above reasons:

1. In executing Judgment 1614 the Fund shall observe the interpretation of the word "pay" in 3 above.

2. It shall pay the complainant interest at the rate of 8 per cent a year as from 1 May 1997 on the sums still due.

3. It shall pay her 5,000 French francs in costs.

4. Her other claims are dismissed.

In witness of this judgment Mr. Michel Gentot, President of the Tribunal, Mr. Julio Barberis, Judge, and Mr. Jean-François Egli, Judge, sign below, as do I, Allan Gardner, Registrar.

Delivered in public in Geneva on 29 January 1998.

(Signed)

**Michel Gentot
Julio Barberis
Jean-François Egli**

A.B. Gardner