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Human Rights Committee

Views adopted by the Committee under article 5 (4) of the Optional Protocol, concerning communication No. 2035/2011*, **

Communication submitted by:	Jérémie Ebénézer Ngapna et al. (represented by counsel, Charles Taku)
Alleged victims:	The authors
State party:	Cameroon
Date of communication:	20 September 2010 (initial submission)
Document references:	Decision taken pursuant to rule 97 of the Committee's rules of procedure (rule 92 of the new rules), transmitted to the State party on 24 September 2019 (not issued in document form)
Date of Views:	17 July 2019
Subject matter:	Refusal to grant legal benefits associated with the civil service; non-execution of binding court decisions
Procedural issues:	Exhaustion of domestic remedies; substantiation of claims
Substantive issues:	Right to an effective remedy; right to a fair trial; right to participate in public life; equality before the law
Articles of the Covenant:	2 (1) and (3), 3, 5, 8 (3) (a),14 (1), 25 (c) and 26
Articles of the Optional Protocol:	2 and 5 (2) (b)

1.1 The authors of the communication are Jérémie Ebénézer Ngapna, Ferdinand Ernestine Simo, Henriette Bidias, Martin Forzoh, Charles Olindga Essomba, Yolanda Eloundou, Ola'a Nkpwang, Winifred Mbuh Amuyen, Charles Afane Akame, Puissant Paul Heu, Théophile Onana, Vecaris Koto Nseke, Abraham Max Nwatsock, Robert Tchamba, Emmanuel Wandji, Michelin Libam, Martine Titty Dibeng, Marie Gisèle Minkandi, Jean Kanmougne, Ernest Abadoma Boyoguino, Edongo Nkempi, Théophile Zega and Désirée

* Adopted by the Committee at its 126th session (1–26 July 2019).

** The following members of the Committee participated in the consideration of the communication: Yadh Ben Achour, Ilze Brands Kehris, Arif Bulkan, Ahmed Amin Fathalla, Shuichi Furuya, Christof Heyns, Bamariam Koita, Duncan Laki Muhumuza, Photini Pazartzis, Hernán Quezada Cabrera, Vasilka Sancin, José Manuel Santos Pais, Yuval Shany, Hélène Tigroudja, Andreas Zimmermann and Gentian Zyberi.

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Mandengue Eteki, all nationals of Cameroon and civil servants working in the Cameroonian public administration. They claim that the State party has violated their rights under articles 2 (1) and (3), 3, 5, 8 (3) (a), 14 (1), 25 (c) and 26 of the Covenant. The Optional Protocol entered into force for the State party on 27 June 1984. The authors are represented by counsel, Charles Taku.

1.2 On 28 June 2011, the Committee, acting through the Special Rapporteur on new communications and interim measures, decided to consider the admissibility of the communication separately from the merits.

1.3 At its 116th session, the Committee considered the communication and concluded that it was admissible with regard to the claims raised under articles 14 (1), 25 (c) and 26, as well as article 25 (c) read in conjunction with article 2 (1) and (3), of the Covenant.

1.4 On 25 September 2012, the authors accepted the State party's proposal to settle the case amicably. Consequently, the Committee suspended its consideration of the communication on 25 October 2012 in order to allow for such a settlement. On 15 April 2013, the authors informed the Committee that the amicable settlement had not yet been reached. On 13 August 2013, the Committee reiterated its decision to suspend consideration of the communication while discussions between the authors and the State party were ongoing. The suspension was granted until 13 November 2013. On 15 April 2015, in the absence of any significant progress towards an amicable settlement, and despite the reinstatement and compensation measures adopted by the State party in favour of the authors, the Committee decided to lift the suspension and to proceed with the consideration of the admissibility of the communication.[1]

The facts as submitted by the authors

2.1 The authors are civil servants working in the Ministry of Finance of Cameroon. They received scholarships from the State party to study at the National Taxation Training School in Clermont-Ferrand and at the National Public Finance Training School in Noisiel, France, between 1984 and 1991. When they returned to Cameroon after completing their studies, they were assigned to various departments of the Ministry of Finance.

2.2 The authors point out that article 1 of Decree No. 74/611 of 1 July 1974, which lays down the conditions for the recruitment of graduates holding qualifications from overseas specialized financial schools, provides that: "Holders of a degree or equivalent academic qualification who hold an end-of-training certificate from an overseas specialized financial school shall, from their date of entry into service, be appointed at the level of category A, grade 2, step 1, with category A being the highest grade in the civil service." However, in practice, the State party's authorities failed to apply these legal provisions in respect of the authors, refusing to grant them an appointment in the category in question, on the grounds that Decree No. 74/611 had been repealed by Decree No. 75/776 of 18 December 1975 on the special status of civil servants of the financial authorities, which was allegedly in force at the time of the authors' assignment to the Ministry of Finance and which did not provide for the same benefits as Decree No. 74/611. The authors contested this decision, arguing that Decree No. 74/611 was still in force.

2.3 Following appeals by three of the authors (Robert Tchamba, Emmanuel Wandji and Michelin Libam), the Supreme Court of Cameroon ruled in favour of Robert Tchamba (Judgment No. 10/A) and Emmanuel Wandji (Judgment No. 09/A) on 14 November 2002 and in favour of Michelin Libam (Judgment No. 17/A) on 27 March 2003. In these decisions, the Supreme Court concluded that Decree No. 74/611 was still in force at the time of the authors' assignment to the Ministry of Finance and had not, as the State party

[1] Two years after the decision to suspend consideration of the communication, the situation remained in a state of deadlock; the authors' counsel maintained that the State party had shown no willingness to change its position, while the State party claimed that negotiations were ongoing, although it did not provide the necessary details.

claimed, been repealed by Decree No. 75/776.[2] The Court determined that the authors should be reassigned, reclassified and remunerated under the category specified in article 1 of Decree No. 74/611 from the date of their entry into service at the Ministry of Finance, namely 16 January 1990 in the case of Robert Tchamba, 3 January 1989 in the case of Emmanuel Wandji and 5 January 1988 in the case of Michelin Libam.[3] Despite the legally binding nature of the Supreme Court judgments and the authors' repeated requests, the State party has failed to give effect to these decisions.

2.4 On 16 February 2009, the Deputy Prime Minister and Minister of Justice instructed the Secretary-General of the Office of the Prime Minister to give effect to the Supreme Court decision in favour of Michelin Libam. However, this instruction was not carried out. In this respect, the authors explain that, on 31 May 1995, the Secretary-General of the Office of the Prime Minister had already been instructed by the Office of the President of Cameroon to reassign and reclassify graduates of "French financial administration schools",[4] but to no avail. The authors note that the Secretary-General of the Office of the Prime Minister was a graduate of the National Civil Service and Judiciary Training School, which, they consider, exerts a strong influence over the public administration of the State party and whose senior officials were behind the "obstruction" that prevented the authors from being appointed in accordance with article 1 of Decree No. 74/611.

2.5 The authors claim that the State party has appointed at least one person, Teniu Lezuitikong Joseph, a graduate of the National Civil Service and Judiciary Training School whose case is identical to theirs, to the category provided for in Decree No. 74/611, with the associated benefits. Therefore, the authors should have received the same treatment.

2.6 The authors claim to have exhausted all available and effective domestic remedies. They also argue that, since the State party has not given effect to the Supreme Court judgments settling their cases, they have no other effective remedy at their disposal. Lastly, they note that the same subject matter has not been examined and is not being examined under another procedure of international investigation or settlement.

The complaint

3.1 The authors claim to be the victims of violations by the State party of their rights under articles 2 (1) and (3), 3, 5, 8 (3) (a), 14 (1), 25 (c) and 26 of the Covenant.

3.2 The authors consider that the State party, in refusing to grant them the category and legal benefits to which they were entitled and failing to give effect to the binding judgments of the Supreme Court, has violated the above-mentioned provisions of the Covenant. They add that, in their case, there is no effective domestic remedy at their disposal. They also consider that the act of granting the benefits provided for under article 1 of Decree No. 74/611 to Teniu Lezuitikong Joseph and not to them constitutes discriminatory treatment.

3.3 The authors also argue that the purpose of Decree No. 74/611 was precisely to remedy the inequality between civil servants who, despite having identical or equivalent qualifications, practising the same profession and performing the same work, did not receive the same pay. They argue that, by refusing to apply the relevant legislation in their case and by applying it inconsistently based on each individual's background, the State party discriminated against them and granted preferential treatment to civil servants who had studied at the National Civil Service and Judiciary Training School.

3.4 The authors maintain that the discriminatory treatment to which they and their families were subjected has exposed them to serious hardship and stigmatization and that they have had to contend with a "very difficult" economic and professional environment. They also consider that their level of training as financial administration inspectors has not been duly recognized, since they are limited to working as financial controllers. Moreover, as a result of the State party's delaying tactics, some of the civil servants who were in the

[2] Decree No. 75/776 lists a series of decrees relating to the recruitment of civil servants whose provisions it repeals. The Court notes that Decree No 74/611 does not appear in the list and has therefore not been repealed.

[3] See the three Supreme Court judgments, which appear in annex E-E2 of the initial letter.

[4] These are the authors' words.

same situation as the authors and who should have benefited from the decree in question have died, are retired or are now too discouraged, impoverished or intimidated to assert their rights.

3.5 The authors request the Committee to find a violation of their rights and to urge the State party to award each author compensation of 100 million CFA francs (approximately US$ 170,000) for each year of delay in the application of Decree No. 74/611 until the date of actual payment. They also ask the Committee to recommend that the State party ensure that Decree No. 74/611 is duly applied in future.

State party's observations on admissibility

4. On 21 June 2011, the State party requested the Committee to declare the communication inadmissible on the ground of non-exhaustion of domestic remedies, arguing that only 3 of the 23 authors had brought a legal case.[5] The State party maintained that, through judgments No. 08/94-95, No. 09/94-95 and No. 10/94-95 of 27 October 1994, the Administrative Chamber of the Supreme Court had granted their request, a decision upheld by the Supreme Court. According to the State party, as the other authors have not exhausted domestic remedies, the communication as a whole is inadmissible under article 5 (2) (b) of the Optional Protocol.[6]

Authors' comments on the State party's observations

5. On 28 July 2011, the authors submitted their comments on the State party's observations. They refute the argument that domestic remedies had not been exhausted, arguing instead that the Supreme Court judgments finding a violation of the rights of the three authors had never been enforced and that those judgments set a precedent that is applicable to the other authors. Consequently, they maintain that it would have been futile to require each of the authors to request the same interpretation of the same decree from the same court. In their additional submission of 19 November 2014, the authors object to the merging of cases No. 2035/2011 and No. 2213/2012, as proposed by the State party. The authors requested the Committee to continue to consider the two cases separately and to recommend that the State party grant them adequate reparation, taking into account the 30 years of "systematic violations" of their rights.

State party's additional observations on admissibility

6. On 21 August 2012, the State party requested that consideration of the communication be suspended in view of the reparation process initiated through an amicable settlement, including the reassignment of the authors within the civil service. On 17 July 2014, the State party indicated that all the authors had been notified of their reassignment and had received payment of compensation of 12.5 million CFA francs (approximately US$ 20,000) on average per person by way of salary adjustment. On 19 August 2014, the State party provided further information on the progress of the amicable settlement process, pointing out that measures had been adopted in favour of the authors, including their reassignment and promotion and payment of compensation.[7]

Committee's decision on admissibility

7.1 At its 116th session, the Committee considered the admissibility of the present communication, which the State party contested on two grounds: (a) only three of the authors had filed an appeal with the Supreme Court, which issued judgments in their favour on 14 November 2002 and 27 March 2003; and (b) the other authors had not brought any judicial proceedings and had therefore not exhausted all available domestic remedies.

[5] Robert Tchamba, Emmanuel Wandji and Michelin Libam.

[6] The State party considers that the 20 other authors cannot invoke the general nature and scope of the Supreme Court's judgments to circumvent the requirement to pursue domestic judicial remedies individually. The State party adds that the power of attorney given to counsel by all of the authors does not fulfil this requirement.

[7] For details of all the measures mentioned by the State party, see the Committee's decision on admissibility.

7.2 The Committee took note of the authors' argument that the alleged compensation had been determined without any agreement between the parties and without taking into account the authors' rights under Decree No. 74/611 and therefore did not constitute an effective remedy.[8] The Committee also noted that the Supreme Court's judgments recognizing the violation of the rights of the authors who brought the case had never been enforced.

7.3 The Committee recalled its established jurisprudence that it is only necessary to exhaust domestic remedies that have a reasonable chance of success[9] and that these must not be unduly prolonged.[10] In this case, the Committee concluded that the authors who had not filed an appeal with the Supreme Court had good reason to believe that an appeal on the same issue raised by some of their colleagues would have had no chance of success. In such circumstances, the Committee considered that the admissibility criteria set out in article 5 (2) (b) of the Optional Protocol had been met for all the authors of the present communication.

7.4 The Committee noted the authors' claim that they had been discriminated against in the application of Decree No. 74/611. It also noted that the State party had argued that, although it drew a distinction between the graduates of French financial administration schools and those of the financial administration department of the National Civil Service and Judiciary Training School, the Head of State had decided to reassign the individuals concerned and to award each of them financial compensation of approximately US$ 20,000. The Committee further noted that the authors had objected to the State party's attempt to present the Supreme Court judgments as adequate reparation for the violations that they had suffered, given that no action had been taken on the Court's findings. On the basis of the information provided, the Committee considered that the facts before it raised issues under articles 14 (1), 25 (c) and 26 of the Covenant, as well as under article 25 (c) read in conjunction with article 2 (1) and (3), and that this part of the communication was therefore admissible.

7.5 With regard to the claims under articles 3 and 8 (3) (a) of the Covenant, the Committee noted that the authors had not provided any specific information to justify them. It therefore considered that the authors had failed to sufficiently substantiate their claims and found this part of the communication inadmissible under article 2 of the Optional Protocol. As for the complaints related to article 5 of the Covenant, the Committee noted that this provision did not establish any distinct individual right. It therefore found these complaints incompatible with the Covenant and inadmissible under article 3 of the Optional Protocol.

7.6 Accordingly, the Committee found that the communication was admissible insofar as it raised issues under articles 14 (1), 25 (c) and 26 of the Covenant, as well as under article 25 (c) read in conjunction with article 2 (1) and (3) of the Covenant.

State party's observations on the merits

8.1 In its submission of 8 July 2015, the State party states that the authors' claims relating to the alleged violations of article 2 of the Covenant are not sufficiently substantiated.

8.2 The State party defends the distinction made between graduates of French financial administration schools and those of the financial administration department of the National Civil Service and Judiciary Training School of Cameroon. In this respect, it claims that the priority given to graduates of the Cameroonian institution was intended to encourage the

[8] The authors maintain that, in the absence of agreement between the parties to the dispute, subsequent developments cannot be considered as reparation for the victims' grievances. See, for example, *Solórzano v. Venezuela* (CCPR/C/27/D/156/1983) and *Peñarrieta et al. v. Bolivia* (CCPR/C/31/D/176/1984); in these cases, the Committee continued its consideration of the communication despite a domestic remedy having been granted in the interim. See also, for example, *Valcada v. Uruguay* (CCPR/C/8/D/9/1977).

[9] See, for example, *Valera v. Spain* (CCPR/C/84/D/1095/2002), para. 6.4.

[10] See, for example, *Arredondo v. Peru* (CCPR/C/69/D/688/1996), para. 6.2.

training of human resources in Cameroon and to reduce costs, given that the cost of training past graduates of French financial administration schools had been borne by the State party. The State party submits that, since the distinction was reasonable and objective and had a legitimate purpose, it did not constitute discrimination. It adds that this procedure was consistent with Decree No. 75/776, which provides that financial administration inspectors are to be recruited, taking account of the nature and exigencies of the service, from among graduates and holders of a "cycle A" qualification from the financial administration department of the National Civil Service and Judiciary Training School, and that the purpose of Decree No. 74/611 had been to meet the specific needs of the public administration that could not be met by candidates who had graduated from the Cameroonian institution, not to grant all graduates of French financial administration schools the right to be recruited as inspectors.

8.3 The State party notes that the persons concerned were nevertheless appointed to the civil service as controllers, without any unjustified restriction or discrimination, in accordance with article 25 (c) of the Covenant. It adds that the Head of State responded to the allegations of discrimination raised by the authors by deciding to reassign the civil servants concerned and pay them compensation of approximately US$ 20,000 per person.

8.4 The State party requests the Committee, despite the absence of a formal agreement between the parties, to discontinue its consideration of the communication in order to take account of the consensus reached between the parties on reparation. If the Committee decides to continue its consideration of the communication, the State party requests the Committee to find that there has been no violation of articles 2, 25 and 26 of the Covenant and to conclude that the authors have already received reparation for the alleged violations. The State party adds that the requested compensation of 100 million CFA francs per person per year (a total of 2.5 billion CFA francs) is neither reasonable nor objective.

8.5 In its additional observations of 18 August 2015, the State party refuted the authors' allegations that the Office of the Prime Minister had obstructed their reinstatement in their career bracket. The State party submits that all the authors of the present communication are alive and that the authors' claims concerning civil servants who are now deceased should not be taken into consideration if the Committee decides to consider the merits of the present communication.

Authors' comments on the State party's observations on the merits

9.1 In their submissions of 19 November 2014, 8 March 2015, 30 August 2015, 16 September 2016 and 2 December 2016, the authors: (a) reaffirm that the State party has violated their rights under articles 2 (1) and (3), 3, 14, 25 and 26 of the Covenant through its discriminatory application of Decree No. 74/611, on the basis of which only one person, who had received the same training as the authors, has been appointed at the level of inspector; (b) request the Committee to consider the communication on its merits; (c) request that the Committee order the State party to immediately apply Decree No. 74/611 in their favour, to reassign them, to adjust their salaries in accordance with the provisions of article 1 of the decree and to pay a sum of 50 million CFA francs per person for each year of delay in the application of the decree until the date of actual payment.[11]

9.2 In their comments of 19 November 2014, the authors point out to the Committee that their claims for compensation have not been challenged or reasonably refuted by the State party. On 8 March 2015, they added that the State party had demonstrated that it did not intend to settle the case amicably. With respect to the consideration of the communication, they refer to the Committee's general comments No. 18 (1989) on non-discrimination (para. 7), No. 28 (2000) on the equality of rights between men and women (para. 3) and No. 31 (2004) on the nature of the general legal obligation imposed on States parties to the Covenant (para. 4).

[11] The authors submitted an additional request related to the content of paragraph 32 of the State party's submission of 8 July 2015. However, in the initial letter, the authors requested 100 million CFA francs per person for each year of delay in the application of Decree No. 74/611.

9.3 In their submission of 30 August 2015, the authors noted that they had been deprived for more than 30 years of the benefits associated with the civil service grades to which they were entitled to be assigned under the legislation in force at the time. They consider that the compensation to which they were entitled based on their reinstatement in their career bracket was wrongly presented by the State party as an amicable settlement and is not consistent with Decree No. 74/611, given that no agreement was reached.

9.4 In their additional comments of 16 September 2016, the authors argue that the State party's request to consider communications No. 2035/2011 and No. 2213/2012 jointly and its proposal for an amicable settlement, with which it did not comply, constitute an admission of a violation of articles 2, 14, 25 and 26 of the Covenant. Moreover, they consider that the alleged reparation, which does not recognize their rights under Decree No. 74/611, does not constitute an effective remedy, insofar as an extraordinary remedy based on a discretionary decision is needed to restore the rights violated.

9.5 The authors claim that the State party has subjected them to administrative reprisals as they defend their rights instead of providing them with the necessary remedies, while the Supreme Court of Cameroon has ruled in their favour.

9.6 The authors point out that the fact that the State party reinstated one civil servant in his career bracket but refused to do the same for them constitutes discrimination under articles 2 (3), 14, 25 and 26 of the Covenant. They argue that Decree No. 74/611, properly applied, should enable the State party to comply with article 2 of the Covenant. They consider that reinstatement in their career bracket does not in itself constitute a reparation measure if it does not take into account the damage suffered in the long term, and that the sums they have received are those to which they are entitled by law and do not constitute an effective remedy for the continuing violations they have suffered. They also argue that, under article 2 (3) of the Covenant, the State party has an obligation to repair the damage they have suffered.

9.7 The authors note that the State party does not contest their right to compensation for the damage they have suffered but that the proposed compensation is not adequate. They request the Committee to determine the amount of financial compensation to be paid, given that the State party has not done so in a timely manner.

9.8 In their additional submission of 2 December 2016, the authors note that the State party has not complied with the requirements of the Committee's decision on admissibility, as it did not submit within six months of the date of the decision any written explanations or statements clarifying the matter and indicating any measures that it may have taken in accordance with article 4 (2) of the Optional Protocol.[12]

9.9 The authors note that, in addition to depriving them of an effective remedy and payment of the appropriate compensation for the unjustified violations inflicted on the authors, the State party has refused to settle the claims due to colleagues and deceased authors, depriving their widows and heirs of the possibility of an effective remedy. The authors ask the Committee to urge the State party to grant the requested reparations and to establish a mechanism for the implementation of the Committee's decision.

Committee's consideration of the merits

10.1 In accordance with its decision on the admissibility of the present communication, the Committee must rule on the merits of the authors' allegations under articles 14 (1), 25 (c) and 26, as well as under article 25 (c) read in conjunction with article 2 (1) and (3), of the Covenant, in accordance with article 5 (1) of the Optional Protocol.

10.2 The Committee notes the authors' claims that the State party, by refusing to appoint them to a civil service post at the grade set out in article 1 of Decree No. 74/611, with the benefits associated with this grade, has violated their rights under articles 25 and 26 of the Covenant. The Committee also takes note of the authors' claim that reinstating them in their career bracket does not constitute adequate reparation. It further notes the State party's

[12] The Committee received the same comments in another letter from the authors dated 16 February 2017. This second letter was also transmitted to the State party by note verbale dated 3 March 2017.

argument that assigning the authors to posts as controllers in the civil service was justified by the need to encourage the training of human resources in Cameroon and to reduce the cost to the State party of training graduates of French financial administration schools.

10.3 The Committee takes note of the authors' claims that the reparation proposed by the State party does not recognize their rights under Decree No. 74/611 and thus cannot be considered an effective remedy, insofar as an extraordinary remedy based on a discretionary decision is needed to restore the rights violated. The Committee notes, however, the State party's efforts to repair the damage suffered by the authors, namely the Head of State's decision to reassign the civil servants concerned within the civil service and to pay them compensation of approximately US$ 20,000 per person.

10.4 The Committee also takes note of the authors' claim that, despite the payment of compensation by the State party, the latter has failed to fulfil its obligation to repair the damage they have suffered and to provide them with an adequate and effective remedy, in violation of article 2 (3) of the Covenant. The Committee takes note of the State party's request for it to discontinue its consideration of the communication or to find that there was no violation of articles 2, 25 and 26 of the Covenant, despite the parties not having reached a formal agreement, and for it to conclude that the authors have already received reparation for the alleged violations. The Committee points out that the State party has argued that the requested compensation of 100 million CFA francs per author per year is unreasonable.

10.5 As for the authors' argument that the difference in treatment between the authors and graduates of the National Civil Service and Judiciary Training School is not based on reasonable and objective criteria, the Committee notes the State party's argument that assigning the authors to posts as controllers in the civil service was justified by the need to encourage the training of human resources in the State party and to reduce the costs incurred by training Cameroonians in French financial administration schools. The Committee also notes that the authors have not provided any information or evidence to counter the arguments put forward by the State party concerning the legitimacy of the purpose pursued, nor have they substantiated in any other way their claim that the difference in treatment constituted discrimination. In this respect, the Committee notes that the authors have simply identified a graduate of the National Civil Service and Judiciary Training School who was allegedly in the same situation and who was appointed to the higher category provided for in Decree No. 74/611. The Committee considers that a simple difference in the treatment of individuals related to their advancement or promotion in the civil service, in the absence of any additional evidence that this was not based on reasonable and objective criteria or that it had no legitimate purpose,[13] is not sufficient to establish the existence of discrimination within the meaning of article 26 of the Covenant.

10.6 The Committee notes the authors' claim that this difference in treatment between two categories of civil servants constitutes a violation of article 25 (c) of the Covenant in that the authors did not have equal access to the national civil service. The Committee notes, however, that, while the authors were appointed to a lower category than that to which they claim they were entitled under national law, they were nevertheless recruited as civil servants. Consequently, having also determined that no discriminatory treatment has been established in the present case, the Committee is of the view that the information provided does not allow it to consider that the authors' rights under article 25 (c) have been violated.

10.7 The Committee takes note of the authors' claim that, in violation of article 14 (1) of the Covenant, the State party has not given effect to the Supreme Court's decisions of 14 November 2002 in favour of Robert Tchamba and Emmanuel Wandji and of 27 March 2003 in favour of Michelin Libam. The Committee notes, however, that the State party took steps to provide reparation to the authors in the years after these decisions. It takes note, in particular, of the State party's assertion that these three authors have been reassigned and reclassified and have received compensation of approximately US$ 20,000 per person by way of salary adjustment. Consequently, the Committee is of the view that the information available to it does not allow it to conclude that the authors' rights under article 14 (1) of the Covenant have been violated.

[13] General comment No. 18 of the Committee, para. 13.

11. The Committee, acting under article 5 (4) of the Optional Protocol, finds that the claims brought by the authors did not give rise to a violation by the State party of their rights under articles 14 (1), 25 (c) and 26, as well as under article 25 (c) read in conjunction with article 2 (1) and (3), of the Covenant.