



International Covenant on Civil and Political Rights

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Human Rights Committee

Views adopted by the Committee under article 5 (4) of the Optional Protocol, concerning communication No. 2213/2012*, **

<i>Communication submitted by:</i>	Ernest Fondjio et al. (represented by counsel, Charles Taku)
<i>Alleged victims:</i>	The authors
<i>State party:</i>	Cameroon
<i>Date of communication:</i>	8 May 2012 (initial submission)
<i>Document references:</i>	Decision taken pursuant to rule 97 of the Committee's rules of procedure (now rule 92), transmitted to the State party on 24 September 2019 (not issued in document form)
<i>Date of adoption of Views:</i>	17 July 2019
<i>Subject matter:</i>	Refusal to grant legal benefits associated with the civil service; non-execution of binding court decisions
<i>Procedural issues:</i>	Exhaustion of domestic remedies; substantiation of claims
<i>Substantive issues:</i>	Right to an effective remedy; right to a fair trial; right to participate in public life; equality before the law
<i>Articles of the Covenant:</i>	2 (1) and (3), 3, 5, 8 (3) (a), 14, 25 (c) and 26
<i>Articles of the Optional Protocol:</i>	2 and 5 (2) (b)

1.1 The authors of the communication are Ernest Fondjio (Wandjio), Théophile Zega, Amadou Mouiche, Herman Njoh Maka, Félix Mbah Eloundou, Théodore Mbouguela, Pulcherie Tsogo Mbala, Thomas Eyambe, Jean Mekongo (replaced following his death by Benedicta Mekongo), Marie Rose Beyokol, Vincent Zoa, Angèle Okala and Pierre Akoa Alega, all nationals of Cameroon and civil servants working in the Cameroonian public

* 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.



administration.¹ They claim that the State party has violated their rights under articles 2 (1) and (3), 3, 5, 8 (3) (a), 14, 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 The authors requested that the present communication be considered jointly with the communication *Ngapna et al. v. Cameroon* (CCPR/C/126/D/2035/2011), since it concerns the same facts and requests. The Committee, acting through its Special Rapporteur on new communications and interim measures, denied this request. On 22 December 2012, 19 additional authors submitted powers of attorney in order to join the present communication.²

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 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, under 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, “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. The State party’s authorities refused to grant the authors 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 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 authors of the communication *Ngapna et al. v. Cameroon*, namely Robert Tchamba, Emmanuel Wandji and Michelin Libam, the Supreme Court of Cameroon issued judgments on 14 November 2002 (Judgments Nos. 10/A and 09/A) and on 27 March 2003 (Judgment No. 17/A). In these decisions, the Supreme Court concluded that Decree No. 74/611 had not been repealed by Decree No. 75/776.³ 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.⁴ 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.

¹ In the case of Guillaume Vessa, Samuel Eloundou, Jacques Ambassa Yene, Janvier Onana and Jeannette Tsheho, no power of attorney has been received either from the victims themselves or from their relatives. These persons were not registered as authors at the outset. The secretariat has requested the authors’ counsel to transmit the powers of attorney authorizing him to act on their behalf if they or their relatives wish to add their names to the list of authors.

² Yopa Jacqueline, Dissake Nhanjo Henriette, Fomonyuy Ivo, Misse Monique, Ngosso Eboa, Tatcho Maurice, Kwano Nan Rose, Ndo Georges Essah, Tambong Orock Peter (represented by Ms. Orock Anastasia Egemene Eno), Taou Charlotte (represented by N. Yves Bertrand), Mengue Etoga Josiane, Tondji Yvonne, Fayou Charlotte (represented by N. Yves Bertrand), Ngomi Jules, Wanji Johanes, Tonleu Jacques, Alaka Alaka Pierre and Fon Tabi Georges transmitted their powers of attorney, which were added to those provided on behalf of the original authors.

³ Decree No. 75/776 lists the decrees relating to the recruitment of civil servants the provisions of which it repeals. The Court notes that Decree No 74/611 does not appear in the list and has therefore not been repealed.

⁴ See the three Supreme Court judgments, which appear in annex E-E2 of the initial letter.

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 application schools”,⁵ 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 situation 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 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, 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 course of study, 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 same situation as the authors and who should have benefited from the decree in question have since died or 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 request the State party to ensure that Decree No. 74/611 is duly applied in future.

⁵ Here the Committee is reproducing the authors’ words.

State party's observations on admissibility

4. On 1 April 2014, the State party informed the Committee that, since 29 May 2013, it had been engaged in resolving the status of most of the authors. Some of them had already been reassigned, several cases were being processed and other authors had obtained a higher grade and step. The State party explained that the reassignment of graduates of the French financial administration schools had taken place even before the present communication had been submitted and that the Committee should therefore declare this communication inadmissible. In its additional observations of 17 July 2014, the State party indicated that all the authors of the communication *Ngapna et al. v. Cameroon* had been informed of the decision on their reassignment and the payment of compensation amounting to, on average, 12.5 million CFA francs (approximately US\$ 20,000) per person.

Authors' comments on the State party's observations

5. On 10 June 2014, the authors submitted their comments on the State party's observations, refuting the argument of non-exhaustion of domestic remedies. They argued that the State party had failed to implement the Supreme Court decision in favour of their peers and that the decision set a precedent applicable to the other authors. In their additional submission of 19 November 2014, the authors argued that no amicable settlement had been reached with the State party. They also mentioned that their status had not yet been resolved, they had still not been reinstated in their career bracket and their claims followed almost three decades of constant and systematic violations of their rights. The authors likewise submitted that reinstatement in their career bracket without adequate compensation did not constitute an effective remedy. They claimed that the application of Decree No. 74/611 was not contingent upon any negotiation, and added that the subsequent resolution of their status within the civil service could not constitute an effective remedy for the alleged violations. On 4 October 2015, the authors submitted that, since domestic remedies were not available or effective, as they had been unduly prolonged,⁶ their communication should be declared admissible by the Committee under article 5 (2) of the Optional Protocol.⁷

Committee's decision on admissibility

6.1 At its 116th session, the Committee considered the admissibility of the present communication,⁸ which the State party contested on two grounds: (a) only three of the authors of the communication *Ngapna et al. v. Cameroon* had filed appeals with the Supreme Court, which had issued judgments in their favour on 14 November 2002⁹ and 27 March 2003;¹⁰ and (b) the other authors – including all the authors of the present communication – had not brought any judicial proceedings and had therefore not exhausted all available domestic remedies.

6.2 The Committee noted that the State party contested the admissibility of the present communication on the grounds that the process of reassigning the graduates of French financial administration schools had begun on 19 April 2012, prior to the submission of the present communication, and that it concerned the authors themselves, among others. By suggesting that the present communication should be considered jointly with the communication *Ngapna et al. v. Cameroon*, the State party also de facto contested its admissibility on the grounds cited in paragraph 6.1.

⁶ *Arredondo v. Peru* (CCPR/C/69/D/688/1996), para. 6.2.

⁷ *Coronel et al. v. Colombia* (CCPR/C/76/D/778/1997), para. 6.2.

⁸ On the basis of the State party's request, dated 15 November 2013, for the Committee to consider the present communication jointly with the communication *Ngapna et al. v. Cameroon*, and its common replies concerning both cases, as well as in the light of the Committee's consideration of the issue of admissibility of the communication *Ngapna et al. v. Cameroon* separately from the merits, the Committee decided also to adopt a separate decision on the admissibility of the present communication.

⁹ In respect of Emmanuel Wandji and Robert Tchamba.

¹⁰ In respect of Michelin Libam.

6.3 The Committee took note of the authors' argument that, as the parties to the dispute had not yet reached an agreement, the reinstatement in their career bracket and payment of compensation offered to them by the State party did not constitute an effective remedy as those measures did not entail recognition of their rights under Decree No. 74/611.¹¹ The Committee also noted that no effect had been given to the Supreme Court judgments recognizing the violation of the rights of some authors of the communication *Ngapna et al. v. Cameroon*.

6.4 The Committee recalled its established jurisprudence that it is only necessary to exhaust domestic remedies that have a reasonable chance of success¹² and that these must not be unduly prolonged.¹³ 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 as that raised by some of their colleagues would have 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.

6.5 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 indicated that, although it had made 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 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.

6.6 With regard to the claims under articles 3, 8 (3) (a) and 14 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 claims relating to article 5 of the Covenant, the Committee noted that that provision did not establish any separate individual right. It therefore found these claims incompatible with the Covenant and inadmissible under article 3 of the Optional Protocol.

6.7 Accordingly, the Committee found that the communication was admissible insofar as it raised issues under articles 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 admissibility

7. On 1 April 2014, the State party submitted its observations on the admissibility and merits of the present communication. As to the authors' claim for compensation amounting to 50 million CFA francs per person per year of delay, the State party insists that the determination of the final amount of compensation payable to the authors should be left to its discretion and that the Committee should refrain from taking a decision on the authors' financial claims. The State party also maintains that the reassignment process was conducted in accordance with Decree No. 74/611 and that, as at 29 May 2013, payments amounting to 12.5 million CFA francs (approximately US\$ 20,000) per person, on average, had been made. It adds that the Committee should follow its established jurisprudence in this matter and not pursue the authors' financial claims.

¹¹ 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).

¹² See, for example, *Valera v. Spain* (CCPR/C/84/D/1095/2002), para. 6.4.

¹³ See, for example, *Arredondo v. Peru*, para. 6.2.

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

8. On 10 June 2014, the authors submitted their comments on the State party's observations. They maintain that the State party has not provided sufficiently detailed information on the case *Ngapna et al. v. Cameroon* and that failure to process that case may lead the Committee to misinterpret the deliberations in both cases. The authors ask the Committee to reject the State party's request regarding the merits of the present communication. They request the Committee to ask the State party to reinstate them in their career bracket, while recalling that the initial steps taken by the State party to compensate them do not constitute an adequate remedy or adequate reparation. The authors also maintain that the final judgment of the Supreme Court was issued prior to the decision of the Office of the President of the Republic. They add that they are entitled to have their status in the civil service resolved under Decree No. 74/611, that the said decree does not need to be negotiated before being applied, and that only the damage suffered by the authors can serve as a basis for discussions with the State party. The authors point out that the State party has not used its discretion to grant them the necessary reparation. They maintain that, contrary to the State party's claims, the Committee, in its jurisprudence, includes compensation as an effective remedy. The authors also request that the State party introduce a mechanism to monitor the application of any reparation measures decided upon.

Additional submissions by the parties

9.1 In its additional observations of 17 July 2014, the State party recalls the various measures adopted in the context of the communication *Ngapna et al. v. Cameroon* with a view to reaching an amicable settlement.¹⁴ The State party points out that, despite no formal agreement having been concluded, the authors of that communication have been reassigned, obtained the necessary grade and step and received financial compensation amounting to 12.5 million CFA francs (approximately US\$ 20,000) each; consequently, the authors' claims were being processed. The State party also mentions that a working group comprising representatives of the relevant authorities and of the authors has been established with the aim of expediting the settlement of the case, and refers to the Committee's decision to suspend its consideration of the communication *Ngapna et al. v. Cameroon* in order to allow the parties to reach an amicable settlement. The State party reiterates that the Committee should have no involvement in determining the amounts to be paid to the authors as part of the final compensation package.

9.2 On 19 November 2014, the authors questioned the State party's good faith in the context of the amicable settlement process. They requested the Committee to take into consideration the damage that they had suffered and the need to be reinstated in their career bracket.

9.3 In its additional observations of 29 May 2015, 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 submits that the priority given to graduates of the National Civil Service and Judiciary Training School was intended to facilitate internal human resources training 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.

¹⁴ Information on the outcome of an amicable settlement had been awaited since 13 November 2013.

9.4 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.

9.5 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.

9.6 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 communication No. 2035/2011.

9.7. On 4 October 2015, the authors submitted additional comments. They request the Committee to find a violation of articles 25 (c) and 26 of the Covenant, and to grant them appropriate remedies in accordance with article 2 (3) (a) of the Covenant. They consider that, in addition to reinstating them in their career bracket, the State party should compensate them for the serious damage that they have suffered and provide them with adequate compensation for the violation of their rights over the course of their career. They ask that the compensation be calculated from 1985, when they returned to Cameroon after their studies abroad, and that it reflect salary levels and inflation rates, the devaluation of the CFA franc, the loss of benefits and the psychological trauma that they have suffered.¹⁵ They also request the State party to cooperate with five of the authors representing the group as a whole to enable a consensus to be reached on compensation and other forms of reparation for all the authors.

The 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 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 takes note of the authors' claim that, by depriving them, for 30 years, of their appointment within the civil service at the grade provided for under article 1 of Decree No. 74/611 and of the benefits associated with that grade, the State party 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 argument that assigning the authors to posts as controllers in the civil service was justified by the need to facilitate internal human resources training and to reduce the training costs associated with past graduates of the French financial administration schools, which had been borne by the State party.

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.

¹⁵ According to the authors' calculations, the compensation should amount to 8.5 million CFA francs per person per year for the past 26 years.

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 notes 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 the assignment of the authors to posts as controllers in the civil service was justified by the need to give priority to the training of human resources in the State party and to reduce the training costs associated with Cameroonian graduates of 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 mere differentiation of 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,¹⁶ is not sufficient to establish the existence of discrimination within the meaning of article 26 of the Covenant.

10.6 The Committee takes note of the allegations made by the authors in relation to the difference in treatment between the two categories of civil servants, which they claim resulted in a violation of article 25 (c) of the Covenant on the grounds that they did not have access, on terms of equality, to public service in their country. 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 was 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) of the Covenant have been violated.

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 25 (c) and 26, as well as under article 25 (c) read in conjunction with article 2 (1) and (3), of the Covenant.

¹⁶ General comment No. 18: Non-discrimination, 1989, para. 13.