

**IN THE SUPREME COURT OF  
THE REPUBLIC OF VANUATU  
(Civil Jurisdiction)**

**Civil Case No. 24/2728 SC/ CIVL**

**BETWEEN: Roslyn Jimmy  
Claimant**

**AND: Parliamentary Management Board  
Defendant**

**Before: Hon. Justice EP Goldsbrough**

**In Attendance: Mr Mark Hurley for the Claimant**

**Mr Tom Loughman for the Defendant**

***Date of Hearing: 20 August 2025***

***Date of Judgment: 3 October 2025***

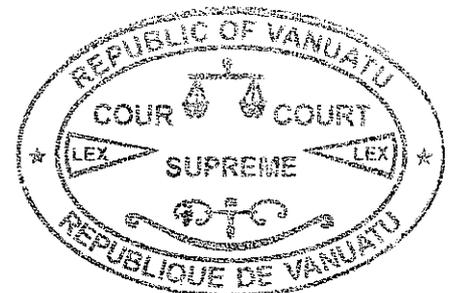
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**JUDGMENT**

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**INTRODUCTION**

1. Roslyn Jimmy (the Claimant) was employed by the Parliamentary Management Board (the Defendant) from 21 December 2011 until 24 April 2024. Through an amended Supreme Court claim filed on 30 May 2025, the claimant seeks damages for the unjustified and unlawful termination of her contract of employment.
2. The claimant began working for the defendant on or about the 21st of December 2011. She started as the Parliamentary Officer, Hansard Editor (English), and was promoted on the 7th of December 2021 to the position of Assistant Clerk- Hansard Division.
3. On 24 April 2024, her employment was summarily terminated with immediate effect. The expressed reason for that termination was serious misconduct. The alleged serious misconduct, identified within a recommendation of the Ombudsman in a report dated 27 March 2024, was never investigated by the defendant or put to the claimant within disciplinary proceedings initiated by her employer.

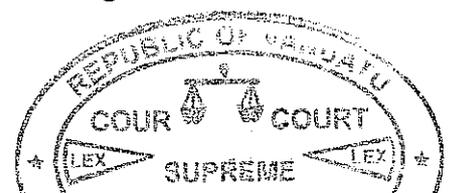


## THESE PROCEEDINGS

4. The matter was set down for trial. At the beginning of the trial, counsel for the defendant made a concession that the claimant's termination of employment was unjustified and that there was an error in the calculation of her entitlements following that unjustified termination. That concession, counsel agreed, was to be reduced into writing and filed in these proceedings. It was filed on 21 August 2025.
5. Taking into account the above concessions, the only live issue in these proceedings remains the multiplier to be applied to the severance payment due to the claimant under the relevant employment legislation.
6. As set out in the amended claim, the claimant has an entitlement to a severance payment calculated in accordance with s. 56 of the Employment Act from the 21st of December 2011 until the 24th of April 2024, amounting to a total of VT 9,985,488. She was further entitled to 3 months' salary instead of notice amounting to VT 992,148, her VNPF contributions of VT 39,686, housing allowance of VT 135,000, child allowance of VT 6,000 and annual leave of VT 448,742.
7. The Employment Act, in s56(4), provides for the severance payment to be made the subject of a multiplier following an unjustified or unlawful termination of employment.

## THE EVIDENCE

8. The evidence on behalf of the claimant is contained in her two sworn statements filed on the 20th of November 2024 and the 18th of August 2025, as well as a single sworn statement of Raymond Manuake, filed on the 22nd of November 2024. Counsel for the defendants did not seek to cross-examine either of those witnesses
9. The evidence for the defendant is contained in the sworn statement of Maxime Bangor filed on the 23rd of July 2025. Counsel for the defendant concedes that this sworn statement must be read in the context of the concession, referred to above, that the entitlement calculations provided as an exhibit to that sworn statement are in error.
10. The relevant evidence for the claimant, given that the only issue now to be determined is the multiplier to be applied to the severance payment, concerns the manner in which the termination took place and the subsequent, unsuccessful, attempts made by the claimant to find alternative employment. The latter is more fully set out in her final sworn statement, but suffice it to say that despite those efforts to gain employment, the claimant remains unemployed to this day.
11. The manner of her termination does not reflect well on her former employer. That employer did not investigate the alleged serious misconduct but merely adopted the recommendation of another. As her employer, the defendant did nothing to ensure that the claimant had an opportunity to respond to any allegation.
12. Counsel were required to file written submissions on the multiplier to be applied in this case. For the claimant, those submissions were included in the closing submissions filed on 20 August 2025. Counsel for the defendant agreed to file his submissions, confined to the multiplier, before the close of business on Monday, 25 August 2025. An indication was given that, following receipt of submissions, judgment would be given on notice.



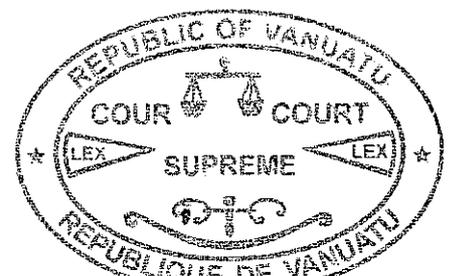
13. This is the judgment.

## DISCUSSION

14. The decision as to the appropriate multiplier to be applied appears, from the earlier authorities, to involve an assessment of the manner of the termination and the prospects of the former employee of becoming once again gainfully employed. These two aspects represent what has been described as the punitive approach and the compensatory approach. There is no present appellate authority as to which approach should be adopted, and thus, the Court may take either or both approaches to reach the correct figure. The earlier cases on how to assess the multiplier or which approach to adopt begin with *Banque Indosuez Vanuatu Ltd v Ferrieux* [1990] VUCA 3, where the punitive or compensatory avenues were first identified. Since then, the Court of Appeal in *Hack v Fordham* [2009] VUCA 6, adopting *Banque Indosuez*, noted the approach described in *Vanuatu Broadcasting and Television Corporation v Malere* [2008] VUCA 2, where it was said that:-

“There are two possibilities with regard to the meaning of Section 56(4). In some cases it has been treated as a reflection of the circumstances which lead to the dismissal and in others it has been treated more as compensatory for a person who is unable to obtain work.”

15. A further matter discussed in the Court of Appeal has been what the appropriate course is where a claimant has also received a payment representing the balance of a fixed-term contract. This was the case in *Republic of Vanuatu v Watson* [2023] VUCA 31 and *Republic of Vanuatu v Bibi* [2025] VUCA 5. In both cases, an award of 2 times multiplier was determined to be appropriate, in *Bibi* as ordered in the Court below and in *Watson* by way of a reduction from that awarded in the Supreme Court. Neither case is authority to suggest that, at first instance, this claimant should be awarded a multiplier of two, for those reasons.
16. Here, there is no lump sum award for the balance of a fixed-term contract. Here, as in *Bibi*, the employer has acted wrongly. Here, unlike *Bibi*, the claimant has not been put to the expense of relocation. The grave errors made by the defendant as an employer have had the effect of taking away the claimant's future earning ability or, at the very least, reducing it substantially. The term "grave error" is applicable because the defendant not only adopted the Ombudsman's report findings but also failed to consider their validity.
17. The claimant put a colleague from her office into a group selected for an interview when another dropped out. There is nothing before this Court to show how close or otherwise these two people may have been. The process did not result in the colleague being selected for appointment; indeed, it resulted in the colleague being deemed unfit for the appointment being considered. Inadvisable might be a better label to attach to this conduct rather than gross misconduct.
18. It is also wrong for the defendant to raise now matters over which they chose not to take action in the past. This is raised, inappropriately in my view, in submissions made now on the multiplier. That is plainly wrong.



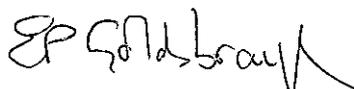
19. The claimant seeks a multiplier of five, based on both bad conduct and damage to prospects. A case is made out on the evidence on prospects. For that, I would apply a multiplier of three. Whether a further award to a multiplier of four should be made based on conduct, I believe, would require this Court to reflect on the total award which would then be made. In my view, it is always important for the Court to sit back and consider the total award, regardless of the application of the various factors to be taken into account.
20. On a base figure of VT 11,607,064 and a multiplier of three, the total award would be VT 31,575,040. Applying a multiplier of four would result in an award of VT 41,563,528. This is based on a multiplier calculated at the rate of 2 months per year of service, as provided in the relevant circular, as opposed to the figure arrived at by the strict application of s 56(2). This difference was referred to at the conclusion of the *Bibi* judgment, but not determined by that authority. Counsel has not taken the point here, and I will not determine it, as I have not heard the argument.
21. The claimant was earning just under VT 4 million per year when she lost her job. Taking everything into account, an award which represents more than seven and one-half years' service appears to me to be more than adequate in the circumstances.

## **DECISION**

22. A multiplier of three is to be applied. An order for payment to the claimant of VT 31,575,040 is made together with interest at 5% per annum from the date of filing the claim until payment, subject to that figure being certified mathematically correct by both counsel. A further award of costs is made in the sum of VT 500,000, being costs at the standard rate and incidental to this claim as agreed between counsel.
23. I am grateful to counsel for their submission on the agreed costs, and in the case of counsel for the claimant, for referring the Court to a divergence in calculations necessary when a multiplier is ordered. The question is whether the awards should be distinct. I take a simple view that the Court is obliged to consider the total award to be made. If the Court is satisfied with the amount, the question of whether that is to be described as the severance amount itself multiplied by 3 or the severance amount and a separate award of two times the severance amount has no practical implication. Without corresponding submissions from counsel for the defendant, the Court cannot proceed to determine that divergence as it has not been argued. I do not doubt that both practitioners and judicial officers would benefit from a greater degree of certainty.

**Dated at Port Vila this 3<sup>rd</sup> day of October 2025**

**BY THE COURT**



**Hon. Justice E P Goldsbrough**

