



# EMPLOYMENT TRIBUNALS

**Claimant:** Mr N Hoque

**Respondent:** Lidl Limited

## JUDGMENT

The claim's claim of breach of contract is struck out.

## REASONS

1. Mr Hoque commenced employment with the respondent on 1<sup>st</sup> June 2017 as a store assistant. He attended an induction day, following which he was assigned to the Chadderton store.
2. Mr Hoque was given an In-store training plan which was to be delivered via an interactive training terminal (LEON). Due to a technical issue with the fob provided to him, Mr Hoque was unable to access this training. The respondent says that he was provided with a training mentor; another member of staff who trained him on the job, instead and that after working 3 shifts he left with no explanation. Mr Hoque says that he wasn't given a mentor or any training and was just expected to perform the role with no health and safety training or guidance, that he didn't know what he was doing and after doing 3 shifts with no training, he had to leave.
3. Mr Hoque explained that he had a serious depressive illness between 2014 and 2016 but had recovered sufficiently to begin employment for Lidl and was very positive about returning to work, but that his experience at Lidl had triggered a relapse and he has been on medication for depression and anxiety ever since.
4. Mr Hoque confirmed that he was relying on a lack of training as a breach of contract (which the respondent denied) and that he was seeking damages for the injury to his mental health which was caused as a result.
5. The respondent applied to strike out the claim because it was a claim for damages for personal injury and so the Tribunal had no jurisdiction to consider it.

6. S3 Employment Tribunals Act 1996 describes the claims of breach of contract that can be brought in the Employment Tribunal. S3(3) specifically excludes claims for personal injury; *'This section does not apply to a claim for damages, or for a sum due, in respect of personal injuries'*.
7. I explained to Mr Hoque that the Employment Tribunal had no power to decide claims for damages for personal injury arising from a breach of contract and accordingly his claim would be struck out. I explained to Mr Hoque that my reason for doing so was not about whether his account of what had happened was true but because his claim was of a type that the Tribunal had no power to deal with.

Employment Judge Howard

15<sup>th</sup> November 2017

JUDGMENT SENT TO THE PARTIES ON

17 November 2017

FOR THE TRIBUNAL OFFICE