



# EMPLOYMENT TRIBUNALS

**Claimant**  
Mr Sikdar

v

**Respondent**  
New Age Rebel Ltd

**Heard at:** Watford  
**Before:** Employment Judge Loy

**On:** 27 September 2019

## Appearances

**For the Claimant:** In person  
**For the Respondent:** No attendance or representation

## JUDGMENT

1. In respect of September 2018 the tribunal awards the claimant, under s.13.1 Employment Rights Act 1996 and/or under its breach of contract jurisdiction, the net sum of £749.70 (being £8.33 x 6 x 15).
2. In respect of the claimant's notice period the tribunal awards the claimant his full October salary in the net sum of £1,549.38 being 31 x 6 x £8.33.
3. In respect of the claimant's notice period the tribunal awards the claimant one week's net pay in the net sum of £249.90 (being 5 x 6 x £8.33).
4. The total net award made to the claimant is therefore £2,149.14.

## REASONS

### Introduction

1. This claim is brought by Mr Sikdar against his former employer New Age Rebel Ltd.
2. No response form has been received from the respondent.
3. The respondent did not attend the hearing. Enquiries could not be made as to the respondent's whereabouts on the morning of 27 September 2019 since no phone number for the respondent was available to the tribunal.

4. The claimant was employed by the respondent as a Warehouse Operative carrying out duties consistent with that job title.
5. The claimant received a statement of the main terms and conditions of his employment in a letter of 25 October 2017.
6. That letter provides for the claimant to receive an annual salary of £12,000 gross per annum which equates to £8.33 net per hour. The claimant worked a six hour day, Monday to Friday each week.
7. The claimant's employment was terminated summarily without notice on 12 October 2018.
8. However, the claimant received an email of 12 October 2018 from Toyah Douglas, one of the Directors of the respondent, in which he was promised "to be paid up until 31 October 2018" (C1) in return for which he accepted short notice of the termination of his employment with immediate effect.

### **The claims**

9. The claimant gave evidence which the tribunal accepts as entirely truthful that he had not been paid in respect of:
  - 8.1 15 days in September 2018
  - 8.2 7 days in October 2018
  - 8.3 A notice period.
10. Clause 3 of the claimant's statement of main terms and conditions obliged his former employer to pay the employee "The period of notice [to which the claimant is] entitled under the law (unless) the claimant (was sacked for gross misconduct where there will be no notice entitlement.
11. The claimant gave evidence that the reason given by his former employer the termination of his employment was "a cutback in staff".
12. The tribunal finds therefore that the claimant was entitled to 1 week's notice under s.86(1)(a) Employment Rights Act 1996.

### **Awards**

13. In respect of September 2018 the tribunal awards the claimant, under s.13.1 Employment Rights Act 1996 and/or under its breach of contract jurisdiction, the net sum of £749.70 (being £8.33 x 6 x 15).
14. In respect of the claimant's notice period the tribunal awards the claimant his full October salary in the net sum of £1,549.38 being 31 x 6 x £8.33.
15. In respect of the claimant's notice period the tribunal awards the claimant one week's net pay in the net sum of £249.90 (being 5 x 6 x £8.33).
16. The total net award made to the claimant is therefore £2,149.14.

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Acting Regional Employment Judge  
Foxwell signed in Judge Loy's absence  
pursuant to Rule 63

Date: ...29 January 2020.....

Sent to the parties on: .....

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For the Tribunal Office