



# EMPLOYMENT TRIBUNALS

**Between:**

Mr A Chaudhry

**and** 1. Marshall 247 Services Ltd (in liquidation)  
2. Marshall 247 Security Ltd  
3. F&A Management Ltd  
4. Linkmi Ltd

**Claimant**

**Respondents**

**Heard at:** Leeds

**on:** 7 November 2022

**Before: Employment Judge Cox**

**Representation:**

Claimant: In person

Respondents: No attendance or representation

## REASONS

1. None of the Respondents entered a response to the claim. There was a Hearing on 7 November 2022 at which the Claimant only attended. He submitted a witness statement, gave further oral evidence and submitted documentary evidence. On the basis of that evidence, the Tribunal reached the following conclusions.

**Respondents**

2. The Claimant provided no evidence to indicate that he was employed by anyone other than the First Respondent. The claims against the Second, Third and Fourth Respondents were therefore dismissed.

### Unfair dismissal

3. The Claimant was dismissed on 8 April 2022, when Mr Butt of the First Respondent told him during a telephone conversation that there was no more work for him. The reason for the Claimant's dismissal was that he had been complaining that he had not been paid correctly, that is, that the Respondent was making unauthorised deductions from his wages. The dismissal was therefore unfair under Section 104 of the Employment Rights Act 1996.
4. The Claimant had completed one complete year's continuous employment over the age of 41 at the effective date of termination of his employment and his week's pay was £399. His basic award of compensation for unfair dismissal was therefore  $1.5 \times £399 = £598.50$ .
5. In terms of the compensatory award, the Claimant confirmed that he was now running his own company and was not seeking employment as an employee. The Tribunal therefore awarded him no compensation for loss of statutory rights. The Claimant confirmed that he is now receiving income from his own business which he agreed was around £30 net per week less than what his weekly wages should have been with the First Respondent. He limited his claim to 52 weeks' loss of earnings. His compensatory award was therefore  $£30 \times 52 = £1,560$ .
6. The Tribunal made a total award of compensation for unfair dismissal of £2,158.50.

### Detriments

7. The Tribunal accepted the Claimant's evidence that the First Respondent subjected the Claimant to detriments on the ground that he refused to forego the right to holidays, in breach of Section 45A of the Employment Rights Act 1996. He was suspended from work on three occasions: from 1 to 30 April 2021, from 1 September to 31 October 2021 and from 1 February to 7 April 2022. The First Respondent imposed these lengthy suspensions without notice, without paying the Claimant and without giving the Claimant any reason for his suspension. When the Claimant complained about his treatment, he was ignored. These amounted to serious detriments that led to the Claimant feeling extremely upset, angry and disrespected.
8. In the light of these findings, the Tribunal accepted the Claimant's uncontested claim that he should be awarded compensation of £18,000, which is around the middle of the middle band laid down in the guidance of the Court of Appeal in Vento v Chief Constable of West Yorkshire Police (No. 2) [2002] EWCA Civ 1871.

### Unauthorised deductions

9. The Claimant was employed by the First Respondent from 29 July 2020 to 8 April 2022. On the basis of the Claimant's evidence, the Tribunal found that the First Respondent had guaranteed him 42 hours' work a week. He was entitled to be paid at the national minimum wage rate of £8.72 an hour for the 34-week period 29 July 2020 to 30 March 2021, £8.91 an hour for the 52-week period from 1 April 2021 to 30 March 2022 and £9.50 an hour for the week of 1 to 8 April 2022. He received payments totalling £8,753.80 during his employment.
10. The Tribunal calculated the amount of the unauthorised deductions from his wages as follows:

34 x 42 @ £8.72	£12,452.16
52 x 42 @ £8.91	£19,459.44
1 x 42 @ £9.50	<u>£399.00</u>
sub-total	£32,310.60
less wages received	<u>£8,753.80</u>
balance	<u>£23,556.80</u>

11. The Tribunal therefore ordered the First Respondent to pay the Claimant £23,556.80 in respect of those deductions.

### Breach of contract

12. The Tribunal accepted the Claimant's evidence that the First Respondent had agreed to reimburse the Claimant for £200 he spent on purchasing a uniform and that it failed to do so. He also incurred travel expenses of £438.04 in the course of his employment which the First Respondent failed to reimburse. The Tribunal found that the First Respondent had breached the Claimant's express and implied contractual rights to be reimbursed for these expenses and ordered it to pay the Claimant damages of £638.04.

### Written statement of terms

13. The Tribunal accepted the Claimant's evidence that the First Respondent failed to provide the Claimant with a written statement of his main terms and conditions of employment, despite his repeated requests that it should do so. As the First Respondent failed to respond to the Claimant's repeated requests the Tribunal considered it just and equitable to award the Claimant the higher amount of four weeks' pay for that failure (Section 38(3) of the Employment

Act 2002). The Tribunal therefore ordered the First Respondent to pay the Claimant additional compensation of  $4 \times £399 = £1,596$ .

**Other claims**

14. The Claimant agreed to withdrawal all other claims and these were therefore dismissed on withdrawal by the Claimant.

Employment Judge Cox  
Date: 5 December 2022