



# EMPLOYMENT TRIBUNALS

**Claimant:** Mr Ridha Ben Mosbah  
**Respondent:** Nar Food Limited  
**Heard at:** London South Employment Tribunal (at Croydon)  
(CVP)  
**On:** 28 and 29 June 2023 (2 days)  
**Before:** Employment Judge McCann

## Representation

**Claimant:** In person  
**Respondent:** Ms J Veimou (Litigation Consultant, Peninsula Group Ltd)

By agreement between the parties, and under rule 34 of Schedule 1 to *Employment Tribunals (Constitution and Rules of Procedure) Regulations 2013*, the name of the respondent (Mr James Rich) is substituted with the name of the claimant's employer, Nar Food Limited.

At the final hearing, the respondent withdrew the employer's contract claim in recognition of the fact that the contract(s) giving rise to that claim were alleged to have been entered into between the claimant and Mr James Rich personally. The withdrawal was, therefore, done without prejudice to any rights which Mr Rich may have to pursue any claim(s) for breach of contract against the claimant in another forum.

# JUDGMENT

1. The respondent employer's contract claim is dismissed upon its withdrawal by the respondent.
2. The respondent failed to pay the claimant in respect of his paid holiday entitlement (pursuant to Regulations 13, 14 and 30 of the Working Time Regulations 1998) which had accrued on termination of employment and is ordered to pay to the claimant the sum of **£10,220** being the GROSS sum due.
3. The respondent made unauthorised deductions from wages by failing to pay the claimant the wages due for 21 to 28 October 2021 and is ordered to pay to the claimant the sum of **£700** being the total GROSS sum deducted.

4. The respondent was in breach of contract by dismissing the claimant without the required three weeks' notice and is ordered to pay the claimant damages of **£2100** for that breach, being the GROSS sum due.
5. The respondent is ordered to pay to the claimant additional compensation of **£1088** which is the minimum amount pursuant to section 38(3) and (4) Employment Act 2002 in respect of the failure to provide the claimant with a written statement of employment particulars under section 1 Employment Rights Act 1996.

Employment Judge **McCann**  
Date: 30 June 2023

Notes

Reasons for the judgment having been given orally at the hearing, written reasons will not be provided unless a request was made by either party at the hearing or a written request is presented by either party within 14 days of the sending of this written record of the decision.

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