



EMPLOYMENT TRIBUNALS

Claimant: Ms A Barwinska

Respondent: Christian Liaigre Limited (in corporate voluntary arrangement)

Heard at: London Central (via CVP)

On: 27th September 2024

Before: Employment Judge Nicklin

Representation

Claimant: in person

Respondent: no attendance or representation

UPON the Respondent not participating in the claim and having not filed an ET3 Response

AND UPON the joint supervisor of the Respondent's CVA (which was approved by creditors on 11th June 2020) having confirmed to the tribunal that the supervisors are not responsible for claims against the Respondent after the date of approval of the CVA

AND UPON the tribunal clarifying with the Claimant that the Claimant's claim of disability discrimination is not a claim under section 15 of the Equality Act 2010 and is, instead, a complaint of a failure to make reasonable adjustments in respect of the Respondent's requirement to vary her contracted hours to 10am-6pm pursuant to section 21 of the Equality Act 2010

AND UPON hearing the sworn evidence of the Claimant at final hearing

JUDGMENT

1. The Claimant's claim of constructive unfair dismissal is well-founded and succeeds.
2. The Claimant has permission to amend the legal formulation of her disability discrimination claim to a claim of failure to make reasonable adjustments pursuant to section 21 of the Equality Act 2010 on the same factual basis as set out in the claim. Re-service is dispensed with.

3. The Claimant's claim of failure to make reasonable adjustments pursuant to section 21 of the Equality Act 2010 succeeds. The Respondent failed to take such steps as are reasonable to avoid the substantial disadvantage to which the Claimant was put in respect of its requirement to vary her contracted hours compared to a non-disabled employee.
4. There shall be a remedy hearing on **Monday 11th November 2024** at 10am. by CVP, with a time estimate of 3 hours, to determine the question of remedy in respect of the unfair dismissal and discrimination complaints. A case management order in this respect shall be sent to the parties separately.
5. At the remedy hearing, the tribunal shall also hear and decide the Claimant's complaint of breach of contract/unlawful deduction from wages which was not determined at this hearing.

Employment Judge Nicklin

Date 2nd October 2024

JUDGMENT SENT TO THE PARTIES ON

15 October 2024

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FOR THE TRIBUNAL OFFICE