



# EMPLOYMENT TRIBUNALS

**Claimant:** Dr Geoffrey Ijomah

**Respondent:** Nottinghamshire Healthcare NHS Trust

**Heard at:** Nottingham      **On:** Tuesday 4 December 2018

**Before:** Employment Judge Moore (sitting alone)

## **Representation**

**Claimant:** Dr Ahmed, Barrister

**Respondent:** Ms Barney, Barrister

# JUDGMENT

1. Further to the Unless Order sent to the parties on 25 August 2018, which was not complied with by the 7 September 2018, the Claimant's claims under Section 47(B) and Section 103(A) and his breach of contract claim are dismissed.

# REASONS

## **Background**

1. This claim was submitted on 20 August 2017. The claim has been subject to extensive case management by a number of different Employment Judges at a series of Preliminary Hearings on 4 November 2017, 18 and 19 June 2018 and 24 August 2018.

2. At the Preliminary Hearing on 24 August 2018 Employment Judge Clarke issued an Unless Order under Rule 38 of the Employment Tribunal Rules of Procedure that the Claimant comply with an earlier Order by Employment Judge Evans dated 22 June 2018 on or before 7 September 2018.

3. This was a hearing to determine whether the Claimant had complied with the Unless Order or, as per the Respondent's application, he had failed to comply with the Order and accordingly the claim would stand as dismissed.

## **Findings of fact**

4. On 7 September 2018 at 15:39 pm, in purported compliance with the Unless Order, Messrs Ringrose Law Solicitors on behalf of the Claimant filed further particulars of the protected disclosures, detriments and the breach of contract relied upon by the Claimant. In that document the Claimant set out 21 separate protected disclosures. The Claimant had been ordered to provide (in respect of each protected disclosure) exactly what information was disclosed, to whom and when. Instead the

particulars set out a number of generic labels which the Respondent submitted failed to comply with the Order. The Claimant set out the following in respect of the protected disclosures upon which he relied:

a. “Concerns regarding staff and patient safety. In particular that a risk assessment and plans should have been put in place to protect staff health and safety at work concerning boundaries.”

b. “Concerns regarding staff and patient safety in particular that a risk assessment and plans should have been put in place to protect staff and patient health and safety at work concerning boundaries.”

c. “Concerns regarding staff and patient safety in particular that a risk assessment should have been put in place to protect the Claimant’s health and safety at work.”

5. This was the extent of the information that was provided in the document. Employment Judge Evan’s Order had specifically directed the Claimant at paragraphs 10(a) and 12(a) to ensure that the information he was asked to provide clearly set out the information that had been disclosed to the individuals and it further needed to be broken down to different disclosures; if they were verbal or written and with clear descriptions of what information was provided to each individual on each occasion.

6. Turning now to the detriments set out in the Claimant’s document filed on 7 September 2018. Some of the detriments that the Claimant provided did materially comply with the Order but this did not cure the failure to comply with the Order as they did not have a supporting disclosure that complied with the Order to rely on. For example, Detriment 3 referred simply to derogatory and demeaning email correspondence. Employment Judge Evans’ Order at paragraph 15 and paragraph 14 specifically counselled the Claimant against making generic comments of this nature and gave an example of one that had been previously relayed in the Scott Schedule of “bullying”, specifying that the Claimant would need to be specific in setting out what the derogatory comments were, by whom they were made by and when.

7. In respect of the breach of contract particulars that were provided, the Claimant accepted that he had omitted to include particulars of the annual leave. Therefore, there had been a material failure to comply with the Order in respect of that particular head of the breach of contract claim. In relation to the other breach of contract claims, I also find that there was a material breach of the Order in so far as insufficient particulars were provided by the Claimant in respect what particular aspects of the Claimant’s contract, the Claimant says were breached and in what regard.

### **The Law**

8. I was referred to the case of ***EB v BA UKEAT/0138/08*** by Counsel for the Respondent. I also considered the guidance set down in ***Marcan Shipping (London) Ltd v Kefalas and another 2007 EWCA Civ 463, CA*** and ***Johnson v Oldham Metropolitan Borough Council UKEAT/0095/13***. Counsel for the Claimant made a number of submissions on behalf of the Claimant as to why the Unless Order should not stand these were in summary that the Claimant had taken steps to narrow the issues, his particulars concentrate on matters from 2011 onwards thereby confirming that he is seeking no longer to rely on matters prior to that date, that the Claimant has done the best he can as a litigant in person, he has sought

advice and the primary contention was that in fact there had been no breach of the Order as the Claimant had provided the document by the time and date required in the Order. Counsel for the Claimant did however recognise additional information could have been provided but suggested that this could be affectively dealt with by the Respondent requesting further and better particulars of the information that was provided.

**Conclusions**

9. The only relevant matter in question for this hearing is whether or not there had been a material breach by the Claimant to comply with the Unless Order. I have concluded that there was such a material breach in respect of compliance with the Order to provide details of the protected disclosures. I accept that there was no deliberate whole scale failure by the Claimant to comply with the Order and that he had made attempts to comply, instructing professional representatives. However, it was made crystal clear to the Claimant the level of detail necessary for compliance. Some considerable time and effort was made by Employment Judge Evans at both the hearing and the subsequent Order to set out and explain to the Claimant what was required of him. This was not a difficult task or one that was not in accordance with the overriding objective. The Claimant simply had to describe what protected disclosure he made to whom and to when. The three generic labels he used were not sufficient to enable the Respondent or the Tribunal to understand what information the Claimant says he conveyed to whom and when and to consider whether these amounted to protected disclosures.

10. Therefore, as I have found that there has been a material breach in compliance, the Unless Order stands and the claims in respect of Section 47 and the Section 103A as well as the breach of contract claim stand as dismissed.

---

Employment Judge Moore

Date 4 January 2019

JUDGMENT SENT TO THE PARTIES ON

.....  
.....  
FOR THE TRIBUNAL OFFICE

**Public access to employment tribunal decisions**

Judgments and reasons for the judgments are published, in full, online at [www.gov.uk/employment-tribunal-decisions](http://www.gov.uk/employment-tribunal-decisions) shortly after a copy has been sent to the claimant(s) and respondent(s) in a case.