



EMPLOYMENT TRIBUNALS

Claimant: Mrs C Hedges

Respondent: Mohammad Nahaboo

Heard at: Reading **On:** 16 October 2024

Before: Employment Judge Anstis

Representation:

Claimant: Ms J Mackie (solicitor)

Respondent: In person

JUDGMENT

The respondent's application to strike out the claim is dismissed.

REASONS

1. Regional Employment Judge Foxwell has convened this hearing to “*decide on the dispute between the parties about whether a binding settlement of this claim has happened*”.
2. This followed repeated correspondence on behalf of the respondent saying that there had been a settlement. Although not quite expressed in this way in the notice of hearing, I have taken it that I am to decide whether the claimant's claim should be struck out on the basis that the tribunal has no jurisdiction to decide it as it has been settled.
3. Neither party has requested these written reasons but I have prepared them of my own motion in case it is necessary to refer back to them for any purpose later in proceedings.
4. Both parties have been keen to draw in many different points about the conduct of their opponent during and before these proceedings, but I have to decide only a straightforward question of whether there has been a binding settlement.
5. Although presently represented by solicitors the respondent said he is in the

process of seeking new solicitors and has chosen to represent himself at this hearing.

6. The settlement relied on by the respondent is a signed agreement dated 25 March 2024.
7. I take as my starting point that any provision seeking to limit or preclude an individual from bring tribunal proceedings is void by virtue of s203 of the Employment Rights Act 1996 and equivalent provisions in the Equality Act 2010.
8. The only way in which the agreement could restrict the claimant's ability to bring a tribunal claim is if it were to be a "settlement agreement" within the terms of s203(2)(f) of the Employment Rights Act 1996 or s147 Equality Act 2010.
9. It will be obvious to any employment lawyer that the agreement the respondent relies upon does not meet these requirements.
10. To be a binding settlement agreement the agreement must meet the requirements of s203(3) or s147(3). I invited the respondent to take me through how it was that the agreement he relied on met these requirements. I can deal with the points briefly:
 - a. The agreement is in writing.
 - b. The agreement does not relate to any particular complaint or to this particular claim. The respondent has pointed to recital 10 referring to a grievance, but there is nothing to say that that relates to this claim. Clause 4.1 says that "*this agreement is in full and final settlement of all matters between All Parties*", which is about as far from relating to a particular complaint as it is possible to be. Clause 4.2 includes that "[the claimant] *agrees to immediately ... write to the ... tribunal ... to withdraw any proceedings that have already been presented, but which will have been settled by this agreement*". Again this is expressed in extremely general terms and does not relate to any particular complaint.
 - c & d This relates to whether the claimant received advice from a relevant independent advisor and whether that advisor had insurance or indemnity cover. The parties seem to agree that the claimant did at the time have some sort of legal advisor, but they are not in agreement about who that advisor is. Given the other deficiencies in the agreement it is not necessary for me to resolve that dispute.
 - e. There is no legal advisor named in the agreement. The respondent makes the bold submission that it is sufficient that an advisor's name appears in the metadata showing tracked changes in an earlier version of the agreement, and that the name must also be in the metadata of the final agreement. There are two problems with this. First, I do not consider

it as identification of the advisor if the advisor's name appears in metadata rather than in the text of the agreement, and second there is no evidence before me that any advisor's name appears in the metadata of the final signed agreement.

- f. Finally, and most obviously, there is nothing in the agreement that says that (for the purposes of the Employment Rights Act) the conditions regulating settlement agreements are satisfied, nor (for the purposes of the Equality Act) that the conditions in s147(3)(c) and (d) are met.
11. The agreement relied upon by the respondent does not meet the requirements for a settlement of statutory employment law rights. The respondent's application to strike out the claimant's claim is dismissed and the claim continues.
 12. Except for the outstanding question of a wasted costs application by the claimant (which will be addressed separately) neither party sought any further orders or raised any other matters at the conclusion of the hearing.

Employment Judge Anstis
Date: 16 October 2024

JUDGMENT SENT TO THE PARTIES ON
21 October 2024

FOR THE TRIBUNAL OFFICE