



# EMPLOYMENT TRIBUNALS

**Claimant:**  
Mr M Patel

v

**Respondent:**  
Techlogic-UK.Com Ltd

**Heard at:** Reading

**On:** 4 May 2017

**Before:** Employment Judge S Jenkins

## Appearances

**For the Claimant:** In person

**For the Respondent:** No attendance or representation

# JUDGMENT

1. The Respondent is ordered to pay the Claimant the total gross sum of £3,988.00 in respect of unlawful deductions from wages and notice.

## REASONS

### Background

1. The hearing was to deal with the Claimant's claim of underpayment of wages, notice and holiday pay, lodged at the tribunal on 21 November 2016. No response was provided to the claim by the Respondent although an email was submitted to the Tribunal on 20 April 2017 by a representative of the Respondent. That email noted that the case was listed for hearing on 4 May 2017.
2. The Tribunal responded to the Respondent's representative by letter of 28 April 2017 noting that no response had been received from the Respondent and therefore that, pursuant to rule 21 of the Employment Tribunals (Constitution and Rules of Procedure) Regulations 2013 ("Rules of Procedure"), a judgment could now be issued. The letter also noted that the Respondent was entitled to receive notice of any hearing but could only participate in any hearing to the extent permitted by the employment judge who heard the case. The letter concluded by confirming that the case remained listed.
3. In the event, there was no attendance at the hearing by the Respondent or by any representative of the Respondent. Rule 47 of the Rules of Procedure notes that if a party fails to attend or be represented at a hearing, the tribunal

may proceed with the hearing in the absence of that party and before doing so should consider any information which is available to it, after any enquiries that may be practicable about the reasons for the party's absence.

4. In this regard, I noted that the Respondent's representative had noted that they were aware that the case remained listed on 4 May 2017, had been reminded of that by the tribunal's letter dated 28 April 2017, and that no contact had been made by the Respondent or its representative in relation to its attendance or otherwise. I also noted that he respondent had failed to lodge a response to the claim.
5. In the circumstances, I considered it appropriate to proceed to consider the case, notwithstanding the absence of the Respondent.

### **Findings**

6. I heard evidence from the Claimant on oath from which I made the following findings.
7. The Claimant had been employed by the Respondent as an IT hardware networking apprentice. He had started work in November 2015 and had been due to finish his apprenticeship on 14 December 2016 but his employment had been terminated summarily by the Respondent on 7 September 2016, ostensibly by reason of the Claimant contacting former colleagues via his mobile phone, but the Claimant disputed both that that had happened and also that it, in any event, amounted to misconduct on his part.
8. The Claimant confirmed the information previously provided to the Tribunal by his representative which was that he should have received the total sum of £8,428.00 by way of salary but had only received £4,700.00. That left the sum of £3,728.00 outstanding.
9. I discussed with the Claimant the fact that his representative's letter had indicated that he was due holiday entitlement in respect of some 16 days which his representative had indicated was not included in the above total but the Claimant confirmed that he had taken all his holiday entitlement.
10. The Claimant confirmed that he had however worked four additional Saturdays during his time with the Respondent for three hours at a time and had not been paid in respect of those. He was paid £200.00 per week in respect of 40 hours which indicated that his hourly rate of pay was £5.00. Applying that rate to the 12 hours worked on Saturdays without pay led to a further £60.00.
11. With regard to notice, the Claimant confirmed that no written contract had been put in place between himself and the Respondent but I noted that, following the completion of one month's service, section 86(1) of the Employment Rights Act 1996 required him to be provided with at least one week's notice which the Claimant confirmed had not been provided. That then led to a further £200.00 being claimed. In the absence of any evidence on the part of the Respondent that the Claimant had committed a repudiatory breach of contract, I was satisfied that the sum was due.

12. There was, for obvious reasons, a complete absence of any challenge by the Respondent to the Claimant's evidence in relation to the sums he alleged were due to him. I was, nevertheless, satisfied that I could accept the Claimant's evidence, not least due to his confirmation that some of the content of his representative's letter to the tribunal dated 11 April 2017 was incorrect, the Claimant having willingly conceded that the holiday pay entry in that letter was inaccurate. Had the Claimant been looking to pursue claims without justification then I considered that he would have taken the opportunity presented by his representative's letter to pursue this aspect as well. I therefore concluded that the sums outstanding were as indicated above.

**Conclusions**

13. In light of my findings above, I considered that it was appropriate to order the Respondent to pay the Claimant the following sums:

Unpaid Wages	£3,728.00
Non payment of the four particular Saturdays	£60.00
One week's notice	£200.00
<b>Total</b>	<b>£3,988.00</b>

14. I therefore ordered that the total sum of £3,988.00 is required to be paid by the Respondent to the Claimant.

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Employment Judge S Jenkins

Date: 10 May 2017.....

Judgment and Reasons

Sent to the parties on: .....

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For the Tribunal Office