



EMPLOYMENT TRIBUNALS

BETWEEN

Claimant **Respondent**
Mr B Grewal and Countrywide Estate Agents

Public Preliminary Hearing held at Reading on: 29 January 2019

Representation Claimant: Did not attend and not represented
Respondent: Mr T Gillie, counsel

Employment Judge Mr SG Vowles (sitting alone)

JUDGMENT

Name of Respondent

- 1 The correct name of the Respondent is Countrywide Estate Agents and the title to the proceedings is amended accordingly.

Unfair Constructive Dismissal – section 111(2) Employment Rights Act 1996

- 2 This claim was presented after the expiry of the 3 month time limit and there were no grounds to extend the time limit. The Tribunal has no jurisdiction to consider the claim and it is dismissed.

Breach of Contract – article 7 Employment Tribunals Extension of Jurisdiction (E&W) Order 1994

- 3 This claim was presented after the expiry of the 3 month time limit and there were no grounds to extend the time limit. The Tribunal has no jurisdiction to consider the claim and it is dismissed.

Reasons – rule 62 of Schedule 1 to the Employment Tribunals (Constitution and Rules of Procedure) Regulations 2013

- 4 Reasons for this judgment are attached.

REASONS

Attendance

1. The Claimant did not attend and was not represented at the hearing. The Tribunal Clerk contacted the Claimant by telephone and he said that he had forgotten about the hearing and would not be attending. He asked that the hearing proceed in his absence.

Submissions

2. The Tribunal considered the following information:
 - 2.1 ET1 claim form presented on 12 March 2018;
 - 2.2 ET3 response form presented on 23 April 2018;
 - 2.3 Respondent's written submissions (R1) dated 29 January 2019 with supporting documents;
 - 2.4 Section 111 Employment Rights Act 1996 (3 months' time limit for claims of Unfair Dismissal);
 - 2.5 Article 7 Employment Tribunals Extension of Jurisdiction (E&W) Order 1994 (3 months' time limit for claims of Breach of Contract).

Findings of Fact

3. The effective date of termination of the Claimant's employment was 29 September 2017.
4. The 3 months' time limit expired on 28 December 2017.
5. The ACAS conciliation period commenced on 26 January 2018.
6. The ACAS early conciliation certificate was issued on 26 February 2018.
7. The claims of Unfair Dismissal and Breach of Contract were presented on 12 March 2018.

Decision

8. The claims were presented after the expiry of the 3 months' time limit.

9. The Tribunal accepted the Respondent's written submissions (R1) supported by documentary evidence. Applying the relevant statutory provisions and case law to the facts, it was reasonably practicable for the claims to have been presented within the time limit.
10. In the circumstances described by the Claimant in his claim form, the incorrect advice by a law advisor, awaiting the outcome to the grievance, and a family bereavement did not make it not reasonably practicable to present the claims in time.
11. There are no grounds to extend the time limit.
12. The Tribunal has no jurisdiction to consider the claims and they are therefore dismissed.

Employment Judge Vowles

Date: 29 January 2019

Sent to the parties on

12 February 2019

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For the Tribunal office