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## EMPLOYMENT TRIBUNALS

*Claimant*

*Respondent*

Mr R Kakkar

AND

Sigue Global Services Limited

### PRELIMINARY HEARING

**HELD AT:** London Central                      **ON:** 4 April 2019

**BEFORE:** Employment Judge Russell (Sitting alone)

***Representation:***

**For Claimant:** Mr T Eruwa, Solicitor

**For Respondent:** Mr L Hefer, Solicitor

### JUDGMENT

The claims are struck out and dismissed.

### REASONS

1. This case came to me this afternoon as a one day open preliminary hearing that had floated until an Employment Judge had become available. Employment Judge Tayler had directed that the hearing would determine the Respondent's application for a strike out/deposit order pursuant to an application from the then Respondent's solicitor of 20 March 2019.

2. The relatively newly instructed representatives for both the Claimant and Respondent made submissions the former to resist the application Mr Eruwa (solicitor) and the latter through Mr Hefer (solicitor) to justify the application. Mr Hefer highlighted the lack of particulars to the Claimant's respective claims of unfair dismissal and breach of contract respectively. Reference was made to the insubstantial statements received from Mr Tassone and Mr Rehman produced as support for the Claimant's case. In relisting the Respondent's claims Mr Eruwa pointed out to a letter from the Claimant's former solicitor dated 14 March providing particulars of claim demonstrating that there were

factual issues that should be addressed and contrary to the Respondent's submission that the Claimant's claims had no reasonable prospect of success.

3. These are my findings from subsequently reading the pleadings, the file of documents provided by the parties and considering the submissions.

- (1) The Claimant (a German national) started work for the Respondent on 1 May 2014 as a sales manager-corporate accounts. His terms and conditions of employment were set out in a 21 page contract of employment signed on 12 May 2014. This has a "whole agreement" clause and dealt with inter alia, salary and expense, car and pension but not relocation expenses (either to the UK or back to Germany). The Claimant says the commitment to support him in this support was made on trust.
- (2) The Claimant was dismissed by way of redundancy on 6 April 2018. The Claimant was paid all monies due to him as a result of that dismissal by way of notice pay and a redundancy payment. He accepts the reason for dismissal was redundancy.
- (3) The Respondent's sales team were all made redundant on or before the end of September 2018. As at 30 March 2018 the Respondent company ceased to perform regulatory work. In such circumstances they had no need for any sales staff in the medium/longer term.
- (4) In his original claim from the Claimant filed on 3 August 2018 he provided no information at all as to his alleged unfair dismissal and no substantive detail as to his breach of contract claim. Even in subsequent clarifications there is scant detail as to his claims.
- (5) The Claimant has been dilatory in responding to all attempts to clarify his claims eg failing to respond for some weeks (and then to respond inadequately) to numerous communications with the Respondent's representatives seeking legitimate information from the Claimant. His unfair dismissal claim seems limited to complaining that he was dismissed prematurely notwithstanding that the announcement that the company was to cease regulatory work was made (and affected) before his redundancy was confirmed. His breach of contract claim relates to a payment he claimed had been offered to him by way of repatriation costs back to Germany.
- (6) In support of the Breach of Contract claim I have been directed to the statements of Messrs Tassone and Rehman. But neither confirm the Claimant's version of events. Mr Tassone does not mention the claimed contractual commitment at all and Mr Rehman refers only to a relocation package and then in no detail and anyway (he says) it was agreed post his involvement in the Claimant's recruitment. In any event I find his reference to "relocation" (as claimed by the Respondent) is to the move to the UK not a repatriation back to Germany at the end of his employment.
- (7) Nothing in respect of the alleged commitment to repatriation is written down. Nothing is stated in his written contract of

deployment. The Claimant relies purely on a (disputed) oral agreement. Even his own "witnesses" do not confirm the existence of the alleged debt. And the Claimant after months of procrastination in supplying any details now claims the compensation he was promised to relocate back to Germany was between 6-12 months pay. He cannot particularise the commitment beyond this vague statement and, if an agreement involving such a substantial payment was made, I find that it is inconceivable this so called contract was not regularised in writing.

- (8) In all the circumstances I find the Respondent's application persuasive. I find the Claimant's lack of particulars reflects the fact neither of his claims have any reasonable prospect of success. Whilst it is open to me in such circumstances and under R.39 of the ET rules, to require the Claimant to pay a deposit up to £1,000 as a condition of continuing with either or both of his claims it is also open to me to strike out both claims under .37(1)(a) on the basis neither has any reasonable prospects of success and also R37(1)(b) and (d) because the Claimant has conducted himself in an unreasonable manner through his constant failures to particularise his claims and for actively pursue his case. I consequently made such a strike out order.
- (9) It is clear the whole Claimant's sales team was dismissed by way of redundancy. There is no evidence to show he was dismissed prematurely. He accepts the reason for dismissal was redundancy. He was paid his contractual notice and more than his statutory minimum redundancy entitlement. He has no written evidence of any contractual debt, his "witness" support does not corroborate his claims and even in his own evidence the timing and amount of any "relocation back to Germany" commitment was uncertain. Neither claim has a reasonable prospect of success and the Claimant's own conduct (leading to considerable cost and time incurred by the Respondent) is also unacceptable for the reasons set out above.

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Employment Judge Russell

Dated: 29 May 2019

Judgment and Reasons sent to the parties on:

29 May 2019

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For the Tribunal Office