



# EMPLOYMENT TRIBUNALS

## Claimant

Mr A Mahmood

v

## Respondent

Xyrius Limited (formerly known as Recruitment Centric Limited)

**Heard at:** Birmingham (by CVP)

**On:** 20 August 2020

**Before:** Employment Judge Johnson

## Appearances

**For the Claimant:** Ms A Johns (counsel)

**For the Respondent:** no appearance by legal representative or current officer or employee of the company\*

*(\*Mr T Khan who is a former director did attend and was permitted to participate in relation to the part of the hearing dealing with remedy. This decision was made in accordance with the overriding objective under Rule 2 of the Employment Tribunal's Rules of Procedure)*

## JUDGMENT

1. The respondent's name is varied from Recruitment Centric Limited to Xyrius Limited following a change of name having been registered at Companies House on 1 October 2019.
2. The scope of the COT3 agreement between the parties 21 August 2019 (and reached in respect of the early conciliation period from 3 July 2019 and 17 August 2019 under ACAS early conciliation certificate R513046/19/77), does not include the complaints brought within these proceedings. The COT3 clearly stated that it was '*...in full and final settlement of all and any outstanding monies due to the claimant upon the termination of his employment*'. The settlement did not include any potential statutory rights that might be asserted by the claimant under the Employment Rights Act 1996.
3. The response presented by the respondent's company secretary to the Tribunal on 19 August 2020 by email is rejected because it is received outside the time limit of 17 April 2020 in Rule 16 of the

Employment Tribunal's Rules of Procedure as notified in the Tribunal's ET2 Notice of Claimant letter dated 20 March 2020. No application for extension of time under Rule 20 accompanied the response and no representative attended the hearing to make such an application.

4. Following the non-presentation by the respondent of a response in accordance with the time limit, (as referred to in paragraph 3 above), judgment is entered for the claimant in respect of the following complaints in accordance with Rule 21:
  - a) unfair dismissal after exercising or claiming a statutory right in accordance with section 104 of the Employment Rights Act 1996; and,
  - b) failure to provide a written statement of terms and conditions contrary to section 11(1) of the Employment Rights Act 1996.
5. The Respondent shall pay to the Claimant within 28 days, the sum of **£6,236.46** as calculated as follows:
  - a. Compensatory award for Unfair Dismissal (including uplift of 25% in accordance with s207A Trade Union & Labour Relations (Consolidation) Act 1992 ('TULR(C)A')): £5,139.94
  - b. Failure to provide a written statement of particulars: £1,096.52
6. The recoupment provisions do not apply because the claimant did not receive any relevant benefits during the prescribed period from 22 July 2019 (effective date of termination) until 16 March 2020 (the day before he first secured alternative employment).

Employment Judge Johnson

20 August 2020

Note

Reasons for the judgment having been given orally at the hearing, written reasons will not be provided unless a request was made by either party at the hearing or a written request is presented by either party within 14 days of the sending of this written record of the decision.