



EMPLOYMENT TRIBUNALS

Claimant: Mr S J Engeau Kameni

Respondent: NSL Services Group Ltd

Heard at: London Central Employment Tribunal **On:** 7th December 2020 at 2pm

Before: Employment Judge Hopton

Appearances (by video):

For the Claimant: Did not attend

For the Respondent: Did not attend

JUDGMENT

The claim is struck out.

REASONS

1. This was a remote hearing to which the parties did not object. The form of remote hearing was V, video, by Cloud Video Platform. A face to face hearing was not held because it was not practicable due to the coronavirus pandemic and the number of hearing rooms available at Victory House.
2. The claim was undefended and the respondent did not attend the hearing. There was no correspondence from the Respondent on file and no ET3 had been served.
3. By a letter dated **22/10/2020** the Tribunal warned the claimant that the claim may be struck out: *“because it appears to stand no reasonable prospect of success because it has been brought outside the three month time limit normally applicable to claims for unlawful deductions of wages and/or breach of contract in the employment tribunals, without any explanation being given as to why it was not reasonably practicable for the Claimant to have presented his claim earlier.”*

4. The claimant failed to attend the video hearing listed on Monday 7th December at 2pm to hear his claim and he has made no representations as to why the claim should not be struck out. The tribunal clerk sent the claimant an email at around 2pm to remind him about the hearing. The Claimant had emailed the tribunal on 28th October in rather confusing terms, but in that email he referred to a hearing and attached documents relevant to his claim. I concluded from this that the claimant was aware that the hearing was due to take place. I kept the video call open until 2.30pm to give the claimant time to join, but he did not join in that time.
5. I considered whether to postpone the hearing but decided that since the claimant was fully informed of the hearing and the prospect that the claim could be struck out, had not applied to postpone and had not contacted the tribunal, I should proceed.
6. At 2.14pm on 7th December 2020 the Claimant sent an email to the tribunal. I became aware of this email at around 4pm. His email stated: "*Consular Yaoundé Cameroon-Africa, visited and I have been told at security level to ignore CVP and await your supported judgement thereafter on this same 22 October 2020 case reference. Thanks for your legal respond.*" I studied this email carefully as it was not easy to understand what the claimant meant. It demonstrates that he had received the email of 22 October and the invitation to join the hearing but had decided not to participate although the explanation does not make sense to me. It did not contain any information from him as to why his claim should not be struck out.
7. For unlawful deductions from wages, s. 23 Employment Rights Act 1996 requires claims to be presented *before the end of the period of three months beginning with (s23(2)(a)) in the case of a complaint relating to a deduction by the employer, the date of the payment of wages from which the deduction was made.* For breach of contract claims, article 7(a) of the Employment Tribunals Extension of Jurisdiction (England and Wales) Order 1994, requires claims to be presented *within the period of three months beginning with the effective date of termination of the contract giving rise to the claim.*
8. The ET1 was sent to the tribunal on 15 July 2020. According to his ET1 the claimant's employment terminated on 1st October 2013. He claims he was not paid his salary in September 2013. On 28th October 2020 the claimant sent two documents to the tribunal. The first referred to a payment made in September 2013. The second was a password protected Word document. No password was provided for this document so I was unable to view it. The claim for the September 2013 payment therefore appears to be the claimant's only claim.
9. The claimant presented no evidence that it was not reasonably practicable to bring his claim within time. If the claimant fails to argue that it was not reasonably practicable to present the claim in time, the tribunal is entitled to conclude that it was out of time (*Sterling v United Learning Trust* EAT 0439/14)
10. The claim is therefore struck out under rule 37(1)(a) of the Employment Tribunal (Constitution and Rules of Procedure) Regulations 2013 on the basis that it has no reasonable prospects of success because it has been brought out of time.

Employment Judge Hopton

11 December 2020

Date

JUDGMENT SENT TO THE PARTIES ON

12/12/20..

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FOR THE TRIBUNAL OFFICE