



# EMPLOYMENT TRIBUNALS

**Claimant:** Mr M Aamir

**And**

**Respondent:** Axis International Security Limited

**Representation:**

**Claimant:** in person

**Respondent:** Mr P Bradley.

## **JUDGMENT following a hearing at London Central by CVP on 18 December 2020**

The claims for ordinary unfair dismissal under section 98 (4) of the Employment Rights Act 1996 (the ERA), the assertion of a statutory right under s.104 of the ERA, for a failure to provide a written statement of reasons for dismissal under s.92 of the ERA and for holiday pay under s.23 of the ERA are struck out.

## **REASONS**

1. Detailed reasons were given in an oral judgement. In summary the position is as follows.
2. I found that the period between 29 March 2019 under 14 April 2019 was sufficient to break any continuity of service which may have existed in respect of the Claimant's previous engagements under contracts for services. It was

therefore not necessary for me to consider whether the Claimant's engagement with the Respondent between 1 November 2011 and 29 March 2019 gave rise to an employment relationship. In the absence of two years' continuous service the tribunal does not have jurisdiction to hear the Claimant's complaints of ordinary unfair dismissal and for a written statement of reasons for dismissal.

3. I found that the Claimant had no reasonable prospect of success in asserting that the Respondent had infringed a right of his which is a relevant statutory right pursuant to s.104 (1) (b) of the ERA and this claim is therefore struck out under Rule 37 (1) (a) of the Employment Tribunals (Constitution & Rules of Procedure) Regulations 2013 (the Rules).
  
4. Given that the Claimant accepts that he received all entitlements for holiday pay or accrued holiday pay in his employment with the Respondent between 14 April 2019 and 13 September 2019 and that his claims for entitlement to holiday pay whilst engaged pursuant to contract for services between 1 November 2011 and 29 March 2019 are substantially out of time this claim is also struck out on the basis that it was not presented within the period provided by s.23 (2) (a) or that it was not reasonably practicable to present the complaint within the relevant period of three months in accordance with the s.23 (4) of the ERA.
  
5. For the avoidance of doubt the claims for an unauthorised deduction of wages between 1 and 13 September 2019 and for a failure to provide a written statement of employment particulars in accordance with s.1 ERA proceed to a full merits hearing.

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**Employment Judge Nicolle**

**Dated 18 December 2020**

JUDGMENT SENT TO THE PARTIES ON

30/12/2020.

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FOR THE TRIBUNAL OFFICE

