



EMPLOYMENT TRIBUNALS

Claimant

Mr J Ahmad

v

Respondent

Oxford Policy Management Ltd

Heard at: Huntingdon (by CVP)

On: 23 March 2021

Before: Employment Judge Ord

Appearances

For the Claimant: Did not attend and was not represented.

For the Respondent: Mr K Childs, Counsel.

COVID-19 Statement on behalf of Sir Keith Lindblom, Senior President of Tribunals.

This has been a remote hearing which has been consented to by the parties. The form of remote hearing was by Cloud Video Platform (V). A face to face hearing was not held because it was not practicable and no-one requested the same and all issues could be determined in a remote hearing.

JUDGMENT

1. The claimant was employed by Oxford Policy Management India Private Limited (OPM India).
2. The Tribunal does not have territorial jurisdiction to deal with the claimant's complaints.

REASONS

1. The claimant is an Indian national and lives and at all material times worked in India.
2. The claimant was employed by the respondent on 1 June 2016.
3. At that time the claimant worked at the respondent's branch office in India.

4. In May 2018 as part of a re-organisation of its affairs the respondent established a wholly own subsidiary company, Oxford Policy Management India Private Limited (OPM India). That company was incorporated on 24 May 2018.
5. OPM India is a separate legal entity from the respondent. It is a wholly owned subsidiary of the respondent. OPM India has access to the global administrative functions of the respondent but is otherwise an autonomous company within a wider organisational grouping.
6. The claimant signed and entered into a contract of employment with OPM India. A new contract of employment was sent on 27 November 2018, effective from 1 August 2018 and signed by the claimant (but undated by him).
7. That document identified that the contract of employment should be governed and construed in accordance with the law of India giving exclusive jurisdiction to the courts of Delhi over any claim or matter arising under or in connection with the contract of employment.
8. The claimant had already received a letter confirming the changes being made. A letter of 27 November 2018 confirmed that there was a contractual change to the claimant's terms and conditions of employment effective from 1 August 2018 changing his employer to OPM India. The claimant was advised to contact the HR business partner if there were any issues relating to the change of legal entity or other aspects of the contract of employment being sent to him that he wished to discuss. At the relevant time the claimant did not do so.
9. On the basis of the evidence presented before me, having considered the bundle of documents presented and the statements of Ms Blake and the claimant I am satisfied that from 1 August 2018 onwards the claimant was employed by OPM India and not the respondent.
10. The claimant lived and worked in India for an Indian company from that date onwards. Accordingly at the time of the termination of his employment that was the state of affairs.
11. On that basis OPM India the correct legal entity against which any claim should be brought.
12. The claimant worked in India for an Indian company and is an Indian national. The governing law under his contract of employment is the law of India with the exclusive jurisdiction of the courts of Delhi. The contract has no connection with England and Wales other than the fact that the employer was a wholly owned subsidiary of a UK registered company.
13. In those circumstances the Tribunal has no jurisdiction to hear the claimant's complaint.

14. For the reasons above the claim is dismissed.

Employment Judge Ord

Date: 23 March 2021

Sent to the parties on: ...

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For the Tribunal Office