



# THE EMPLOYMENT TRIBUNALS

**BETWEEN**

**Mr Vladimir Ozun**

*Claimant*

**AND**

**ThoughtRiver Limited**

*Respondent*

## **JUDGMENT OF THE EMPLOYMENT TRIBUNAL**

**HELD AT:** London Central  
**Employment Judge** Paul Stewart

**ON:** 7 July 2021

***Appearances:***

**For Claimant:** in person

**For Respondent:** Ms Alice Paley, Company Secretary and In-House Solicitor

### **JUDGMENT**

The claim of damages for breach of contract is dismissed.

### **REASONS**

1. The hearing was a remote public hearing, conducted using the cloud video platform (CVP) under rule 46. The tribunal considered it as just and equitable to conduct the hearing in this way.
2. In accordance with Rule 46, the tribunal ensured that members of the public could attend and observe the hearing. This was done via a notice published on Courtserve.net. Members of the public attended the hearing accordingly.
3. The parties and members of the public were able to hear what the tribunal heard and see the witnesses as seen by the tribunal. From a technical perspective, there were little to no difficulties.

4. No requests were made by any members of the public to inspect any witness statements or for any other written materials before the tribunal.
5. The participants were told that it was an offence to record the proceedings.
6. Evidence was heard from the Claimant.
7. The tribunal ensured that the witness had access to the relevant written materials which were unmarked. I was satisfied that the witness, although accompanied by his girlfriend, was not being coached or assisted by her or any unseen third party while giving his evidence.
8. The claim is for damages that were caused to the Claimant when the contract he asserts he made with the Respondent was broken. Specifically, he gave up his job and his home in Austria to come for an interview to be conducted in London after he had already signed a contract providing for him to start work in the UK on 10 February 2020 and there was an implied term that his travel and hotel expenses would be met by the company with whom he had signed the contract.
9. The Respondent is a company developing and marketing legal software. It is based in London. The Claimant is a machine learning engineer who, as mentioned, was living and working in Austria.
10. On 19 December 2020, the Claimant applied for 3 roles that the Respondent advertised on the "Indeed" employment website. These were:
  - a) Software Engineer
  - b) Machine Learning Engineer; and
  - c) Senior Data Scientist.
11. All three applications were rejected. However, before those roles were advertised, the Respondent had placed on the "Indeed" website for an advertisement for a Technical Operations & Support Engineer. The recruitment exercise was initially successful: a person started in that role with the Respondent on 14 December 2020. The Claimant had not applied for that role. Nor had he applied for that role when it came to be advertised again after the appointed candidate left the employ of the Respondent early in 2021.
12. The Respondent had thus no dealings with the Claimant other than rejecting the application he made for the three roles.
13. It appears that the Claimant applied for a job as Machine Learning Engineer with a company called Machine Learning Engineer Limited. In his ET1 in support of his claim for "broken contract" against "Thoughtriver" [*sic*], he wrote:

I have received the Contract for that Company on 22 December I come over UK from Austria.

In Austria I left my work, my home, my car because I signed the Contract with that Company and starting date was 10 February.

Company send me email for reservations Hotel all pay from them, but when I arrive in London and on Hotel they told me Company reverse the rooms but didn't pay.

I send the email to Company and the told me all expenses for travel, accommodations, food, all pay in full for Company i give my details but never send me money for the expensive.

When was time to start work on 10 February the Company disappear I call many times and send email but always told me ( I don't know u you are)

I call immediately Citizens Advice for make complain about breaking Contract and after I start to open case with Acas.

14. The Claimant has produced a number of documents in a short, 9-paged bundle. The first two pages show a print-out of the list of officers in the Respondent company as shown on the Companies House website. The next page would appear to be a record, perhaps from the Indeed website, of the three rejections that the Claimant received in respect of the roles he applied for on 19 December 2020. There follows the Claimant's c.v. which covers 2 pages. Page 6 is a print-out of a Google search for "wo30157" which is a term whose significance in the case is lost on me. Page 7 is a completely blank pro-forma pay slip. Page 8 shows two payslips filled in with details which make clear that they are samples. The first payslip gives, as the employee's name, "Mr ABC XYZ", while the second names the employee "Mr James Bond" who has the employee number "007". Page 9 is another sample payslip made out for a Mr Mike Moore in April 2018.
15. I have also seen a document containing the comments made by the Respondent in relation to documents it has seen but which I have not. A number of these comments are concerned with advancing factual reasons why the documents it comments on are factually incorrect if they purport to be anything to do with the Respondent and a number of the comments concern the illogicality of the storyline that the documents support. For instance, the Respondent appears to have seen an email dated 23 December 2020 in which the Claimant is offered an interview and comments that this seems most odd that the Claimant would receive such an offer after, on his account contained in the ET1, he had received a contract on 22 December 2020 which he had signed to start work in the UK on 10 February 2021.
16. A further comment is made on the Employment Agreement on which the Claimant bases his claim for damages for breach of contract because the document that the Respondent has seen appears to be an employment agreement with Machine Learning Engineer Limited. The Respondent also comments on a payslip which it has seen purports to indicate that the Claimant was paid his full salary on the date the employment agreement and the Claimant asserts was to have been his start date.
17. In short, both on the documents I have seen and on those the Respondent has seen and passed comment on, there appears to be no basis for believing that the Respondent has had any contractual relationship with the Claimant.
18. The Claimant when giving evidence denied he had paid any money to a third party to secure the contractual documents on which he relied. Quite how the

Claimant came to fix his claim on the Respondent company, notwithstanding that, on his ET1 and on certain other documents, he has referred to them as ThoughRiver Limited (the Respondent's name minus a letter "t") is a matter upon which I have not enough information in front of me to comment.

19. But, on the basis of what is before me and on the evidence of the Claimant, I must and do dismiss the claim.

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**Employment Judge Paul Stewart  
4 August 2021**

**DECISION SENT TO THE PARTIES ON**

**05/08/2021**

**FOR SECRETARY OF THE TRIBUNALS**