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# EMPLOYMENT TRIBUNALS

**Claimant**

**A**

**AND**

**Respondents**

- 1. Linklaters LLP**
- 2. Mr P Mudgil**

**Heard at:** London Central (By CVP videolink and in person)

**On:** 15 - 17 June 2021 & 18 June 2021 (In Chambers)

**Before:** Employment Judge Brown  
**Members:** Ms S Samek  
Mr D Shaw

**Representation:**

**For the Claimant:** In person  
**For the Respondent:** Ms C Davies, Counsel

## JUDGMENT

The judgment of the Employment Tribunal is that:

1. The Claimant was not employed by the First Respondent within the meaning of *s83(2) EqA 2010*, nor was she a contract worker within the meaning of *s41 EqA 2010*. Therefore she is not able to bring claims under the *Equality Act 2010*.
2. The Respondents did not subject the Claimant to harassment of a sexual nature contrary to *s26(2) EqA 2010*, or harassment related to sex contrary to *s26(1) EqA 2010*, or harassment because the Claimant rejected sex harassment, contrary to *s26(3) EqA 2010*.

## REASONS

**Preliminary**

1. The Claimant brings complaints of:
  - a. Harassment of a sexual nature under *s26(2) EqA 2010*;

- b. Harassment related to sex under s26(1) EqA 2010;
- c. Harassment because the Claimant rejected sex harassment, under s26(3) EqA 2010.

2. She brings the complaints against the First Respondent, where she worked as a paralegal in December 2018 – February 2019, and against the Second Respondent, who was head of the team in which the Claimant worked.

3. The liability issues had been agreed between the parties as follows:

Employment Status

1. C brings her claims under s.83(2) EqA 2010, alternatively under s.41 EqA 2010.

The issues to be determined in this respect are:

1.1 Was C employed by R1 within the meaning of s.83(2) EqA 2010, or alternatively by another person?

1.2 If C was employed by another person, was C supplied by that other person in furtherance of a contract to which R1 was a party (whether or not that other person was a party to it)?

Harassment of a sexual nature – s.26(2) EqA 2010

2. Did R2 engage in unwanted conduct as follows:

2.1 on 10 December 2018 R2 touching C's thigh [5];

2.2 on 21 December 2018 R2 standing close to C [8];

2.3 on 01 February 2019 R motioning C to leave the bar with him [21]?

Rs deny the conduct took place.

3. If so, was the conduct of a sexual nature which had the purpose of violating C's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for C?

4. If not, did the conduct have the effect of violating C's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for C?

5. In considering whether the conduct had that effect, the Tribunal will take into account the C's perception, the other circumstances of the case and whether it is reasonable for the conduct to have that effect.

Harassment Related to Sex – s.26(1) EqA 2010

6. In the alternative, did the conduct set out in paragraph 2 amount to unwanted conduct related to C's sex which had the purpose or effect of violating C's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for C?

7. In considering whether the conduct had that effect, the Tribunal will take into account the C's perception, the other circumstances of the case and whether it is reasonable for the conduct to have that effect.

Harassment Because C Rejected the Conduct (s.26(3) EqA 2010)

8. C contends that because she rejected R2's conduct at 2 she was subjected to less favourable treatment, being:

8.1 Rs ending C's contract early; [22] and/or

8.2 Rs' decision not to extend her contract on improved terms [14].

Rs' position is that C's contract was ended early because of unsatisfactory performance, the timing of a proposed holiday and the ending of the project she was working on, and dishonesty in respect of her timesheets. Rs' position in respect of C's contract extension is that it told C that, in principle, it would be possible to extend the term and rate of pay, but it could not confirm anything until towards the end of February 2019, when her existing contract was due to expire.

9. Was C harassed contrary to s.26(1) or 26(2) EqA 2010?

10. If so, C can prove facts from which the Tribunal could decide, in the absence of any other explanation, that Rs treated her less favourably than they would have treated her if she had not rejected the harassment?

11. If so, can Rs show that they did not treat C less favourably because of her rejection of the harassment?

4. The parties agreed that the Tribunal should determine matters of liability, only, at this hearing.

5. The Tribunal was provided with:

- a. an indexed Bundle of documents (page references in these reasons are to pages in that Bundle);
- b. a Claimant's supplementary bundle, which was not paginated;
- c. CCTV footage of the Claimant leaving a restaurant on 31 December 2018;
- d. a Respondent's cast list and chronology and opening skeleton argument;
- e. a Claimant's opening skeleton argument;
- f. a witness statement from the Claimant; and
- g. witness statements on behalf of the Respondent: from Mr P Mudgil, solicitor and COO of Nakhoda, Linklaters' in-house legal technology unit,

and head of the team in which the Claimant worked; Mr L Martin-Fuller, solicitor and secondee at Nakhoda

6. The hearing was conducted by CVP videolink. The Claimant had some connection problems during the hearing, but the Tribunal paused the hearing each time this occurred, until the problem was resolved. The parties could hear what the Tribunal heard. Members of the public could attend and did attend. The Bundle and witness statements were made available to the public via a secure link provided by the Respondents' solicitors during the hearing.

7. The Tribunal heard evidence from the Claimant and from all the Respondents' witnesses.

8. On the first day of the hearing, the Respondents asked that the Tribunal view a 4 minutes of CCTV footage, of the Claimant leaving a restaurant on 31 December 2018. It related to an allegation of sex harassment which the Claimant had originally made in these proceedings, but which the Claimant had withdrawn before the Final Hearing. The Respondents said that they would be asking the Tribunal to make a finding of fact that the alleged incident of sex harassment did not happen at all because this would be relevant to the Claimant's credibility regarding the allegations she maintained. The Claimant objected to the Tribunal viewing this footage. She said that she maintained that the alleged sex harassment incident happened, but agreed that the CCTV footage did not capture it. She said that the relevant allegation had been withdrawn, so that the CCTV footage was not relevant to the issues now to be decided. She also said that she found the CCTV footage upsetting, which was why she had withdrawn the allegation. She asked that the Tribunal viewed the footage on its own and not when she was present, if the Tribunal decided to view the footage.

9. The Tribunal decided that it would view the CCTV evidence of the withdrawn allegation. The Respondents were asking the Tribunal to make a positive finding that the relevant sex harassment incident did not happen and that, therefore, the Claimant had made false allegations against the Respondents. While the Claimant contended that the allegation had been withdrawn and she agreed that CCTV footage did not show the incident, there was a distinction between a finding that CCTV footage did not show an incident and a finding that an incident did not happen at all. The Tribunal might well need to make a finding about whether that incident happened, in order to determine the issues fairly between the parties. In order to make a finding about whether the incident happened, the Tribunal would need to look at all the relevant evidence, which included the CCTV footage. The relevant clip was short, at 4 minutes long, so it was a proportionate use of the Tribunal's time.

10. The Tribunal viewed the CCTV footage during its own reading time. It was available for members of the public to view during the hearing only.

11. EJ Brown made clear that documents were to be viewed during the hearing only, and for the purposes of the hearing only. EJ Brown also made clear that members of the public should not make copies of any documents.

12. Both parties made submissions, orally and in skeleton arguments. The Tribunal reserved its judgment.

## Findings of Fact

13. The First Respondent, Linklaters LLP (“Linklaters”), has an in-house legal technology unit called Nakhoda, which was co-founded by Mr Mudgil, the Second Respondent. At the relevant times in this claim, Mr Mudgil was the Chief Operating Officer of Nakhodka.

14. Towards the end of 2018, Nakhoda was working towards the launch of an automated ISDA agreement on 31 January 2019. Mr Mudgil decided that the project needed extra resources and decided to engage two temporary contractors.

15. The contractors were required to upload contracts to the new contract automation software which Nakhoda had created and to manually format the documents on the screen. When uploading the documents to the contract automation software, the formatting, clause numbering, cross referencing and special characters would be lost. Nakhoda needed people to re-insert the numbering and to correct typos throughout the documents. It was repetitive work which did not require legal knowledge, so Nakhoda decided that paralegals would be the best resource.

16. Linklaters engaged these paralegals through an agency, Resource Solutions, pp 93 - 195, who in turn contracted with another agency, The Stephen James Partnership, who contracted with the contractors for the provision of their services.

17. The Claimant told the Tribunal that she was required by the First Respondent to offer her services through her personal services company, in order to work as a paralegal for Nakhoda. She had already set up a personal services company, ABC Ltd, in about July 2017, p1245.

18. On 26 November 2018, the Claimant signed a contract, on behalf of ABC Ltd, with the Stephen James Partnership (“SJP”) for the mutual supply of services from ABC to SHP and vice versa, p1245. Under the contract, there was no obligation, either for SJP to provide work, or for ABC Ltd to accept work.

19. SJP, in turn, contracted with Resource Solutions to supply agency staff and Resource Solutions contracted with Linklaters Business Services Ltd to supply staff, p93. Linklaters Business Services Ltd had a contract with Linklaters LLP governing the supply of services, p1159.

20. The Claimant acknowledged that SJP was invoiced by ABC Ltd and made payment to ABC Ltd, p243, for her work at Nakhoda. However, she said that she supplied her timesheets to SJP, who then generated the relevant invoices. She said that the payments were made direct to her bank account.

21. The Claimant did not tell the Tribunal that she, herself, had a written contract with ABC Ltd. She did not give evidence that she was under any obligation to provide her services personally to ABC Ltd, or that she was in any relationship of subordination with ABC Ltd. The Claimant herself had no contract with SJP.

22. On 3 December 2018, the Claimant commenced a short-term engagement as a paralegal working at Nakhoda, in Mr Mudgil's team. The term of the engagement was 3 December 2018 – 22 February 2019, p1247.

23. The Claimant and Ms T Swaffer, the other paralegal recruited at around the same time, reported to Mr M Vanaselja (Head of Product, Nakhoda) and worked predominantly with Mr L Martin-Fuller. Mr Mudgil shared an office with Mr Martin-Fuller at the relevant times.

24. Shortly after the Claimant's engagement at Nakhoda ended, the Claimant made an allegation to the City of London Police that Mr Mudgil had sexually assaulted her. She made a police statement in this regard on 14 February 2019, pp 398 - 401.

25. In the police statement, the Claimant said that, on Friday 7 December 2018, Mr Mudgil had come into the office and asked her colleague, Ms Swaffer, and her, "if we wanted to go for drinks after work". Her statement also said that, on 10 December 2018, she had attended a Christmas brunch at Jackson & Rye on Liverpool Street. She said that, as they were eating, Mr Mudgil "put his left hand on my right thigh and rubbed up and down about 3 times." The statement said that she moved away and Mr Mudgil then rubbed his leg on her right ankle.

26. The Claimant's statement also said that, on 31 January 2019, she was leaving a meal at Yautcha restaurant at around 10pm. She said, "I was walking down the steps to the exit and got my coat. [Mr Mudgil] was stood next to my left side and Victor my colleague was stood in front of me. The entrance is very small and dark. [Mr Mudgil] grabbed my left buttock cheek with his hand and squeezed hard. It hurt me and made me shiver. I immediately put on my coat and left. I didn't even say goodbye because I was so scared I just left."

27. Her police statement further stated that, on 1 February 2019, at Revolutions Bar, at about 6.15pm, Mr Mudgil had made eye movements and a head twitch which intimated "come with me" to her. She said that she had left immediately on her own.

28. The Claimant also made allegations against the First and Second Respondents through ACAS on 22 March 2019, pp 451-453, and 26 March 2019, pp 456-457. The allegations made on 26 March 2019 included allegations that:

- a. Mr Mudgil used to hang around her and make her uncomfortable;
- b. On 10 December 2018 at a team breakfast, Mr Mudgil had touched her under the table and when she tried to move he had pressed his leg against hers;
- c. On 31 January 2019 at the end of a team dinner, Mr Mudgil had "groped her backside" when collecting her coat; and
- d. On 1 February 2019 at a team drinks, Mr Mudgil motioned for her to follow him somewhere, making her uncomfortable;.
- e. On 4 February 2019, the Claimant had attended a meeting with Mr Mudgil at which he had accused her of being dishonest, raised an issue with her timesheets and she was dismissed;

- f. She had been trying to leave for another job due to the treatment but Mr Mudgil had offered her a new contract matching a job offer and had threatened her with a poor reference if she left.
- g. As a result of rejecting Mr Mudgil's alleged advances, she was dismissed.

29. The First Respondent appointed Ms N Gillespie, Partner, and Director of Linklaters' "Business Teams", to investigate the allegations.

30. Between 3 April 2019 and 1 May 2019, Ms Gillespie interviewed the following seven members of the Nakhoda team:

- a. Mr Mudgil (Chief Operating Officer) pp 637-648;
- b. Ms F Ferguson (Legal Secretary) pp 652-658 & 745 - 746;
- c. Mr Vanaselja (Head of Product) pp 584-588 & 589 – 590 & supporting documents at pp591 - 634 ;
- d. Ms Swaffer (Support Lawyer) pp 755-758;
- e. Mr V Paraschiv (Technology Team Lead) pp 663-666;
- f. Mr M Gosz (Senior Front End Developer) pp 660-662; and
- g. Mr M Mazutis (Senior Front End Developer) pp 748-750.

31. Ms Gillespie told the Tribunal that she interviewed Ms Ferguson and Mr Vanaselja because they worked and interacted with both the Claimant and Mr Mudgil on a day-to-day basis and were present at the social events in question. She also said that she interviewed Ms Swaffer, Mr Paraschiv, Mr Gosz and Mr Mazutis as they had been named by the Claimant as potential witnesses of the alleged incidences of sexual harassment, p513.

32. Ms Gillespie produced her final report on 4 May 2019, pp792-805. Ms Gillespie told the Tribunal that she found the evidence of the witnesses to be remarkably consistent. They each gave their own accounts of relevant events, but their separate experiences corroborated what other witnesses had said. Ms Gillespie told the Tribunal that she found no evidence to justify any of the allegations that the Claimant had made.

33. The Respondents relied on the investigation report in their evidence at the Tribunal. While the investigation report came late in the chronology of events, the Tribunal has included it in its initial recital of facts because both the Claimant and Respondents referred to the witnesses' investigation statements in their own evidence, and in cross examination, to support their version of events.

34. Ms Gillespie told the Tribunal that, on 25 April 2019, Ms Ferguson received a telephone call and an email from the City of London Police, p676, who told her that the Claimant had made an allegation and had given Ms Ferguson's name as a potential witness.

35. On 30 April 2019, Ms Gillespie and an HR Advisor met with DC Julian Bell (Detective Constable, City of London Police), pp 683-684. DC Bell read out the Claimant's police statement, pp398 – 401.

36. DC Bell then showed Ms Gillespie CCTV footage which the police had obtained of the Claimant collecting her coat and leaving the restaurant on 31 January 2019. DC Bell observed that the CCTV footage contradicted the Claimant's allegations. He mentioned that the police were considering soft challenging, or formally interviewing, the Claimant under caution if no further evidence was produced, but said the police would be reluctant to prosecute due to the Claimant's mental health condition and the risk of deterring other women from coming forward about such matters, p684.

37. On 12 June 2019, Ms Gillespie received an email from DC Bell, pp891- 892 explaining that the police had decided not to take action against the Claimant, but that the CCTV footage undermined the Claimant's position and there was no evidence to progress her other allegations.

38. The Respondents obtained the City of London Police File on the Claimant's allegations.

39. In the police file, DC Bell recorded his observations on the CCTV footage, p1017: "I have had the opportunity to fully review the CCTV from Yautcha [sic]. This is excellent footage. There are two cameras covering the area: 2 & 11. Camera 11 is particularly useful as it shows [the Claimant] and [Mr Mudgil] throughout their time in the foyer area (Relevant counter times 24:43 – 28:32). This is where [the Claimant] alleges she was sexually assaulted by [Mr Mudgil]. It is clear and unequivocal that no such assault takes place as described. [the Claimant] does interact with different people but at no time does anyone grab or assault her. In her statement she says that it hurt and made her shiver – there is no evidence of this.

She states that she immediately put her coat on after it happened and left. This is not the case. She puts her coat on and remains talking to various people and in apparent good spirits. She can be seen to be smiling. The footage is definitely at odds with the allegations made in [the Claimant]'s statement..."

40. The Tribunal viewed the relevant CCTV footage itself. The footage was in remarkably high resolution, so that people's facial expressions and body movements could be clearly seen. The Tribunal considered that DC Bell's description of what the footage showed was entirely accurate.

41. In evidence at the Tribunal, the Claimant maintained that her allegation against Mr Mudgil, that he had grabbed her bottom on 31 January 2019, was true. The Claimant was cross examined about her allegation. While she answered at length, she was unclear as to why the event did not appear on the CCTV evidence. She appeared to obfuscate. She said that she was not changing her evidence and that she remembered it happening. She said that someone might remember something had happened earlier, or later, than it did.

42. Mr Mudgil told the Tribunal the Claimant was already wearing her coat when he came downstairs to leave the restaurant. He said that he spoke to her briefly before others joined the conversation and that they both then stood speaking in a group for several minutes. He said that he did not touch the Claimant during this conversation. Mr Mudgil told the Tribunal that, after a few minutes, he walked to the front desk to hand in his cloakroom token. The Claimant followed close behind him on her way out,



wearing her coat. He took a small step back to let her pass and raised his right hand in line with her upper back while she passed.

43. Tribunal found, on all the evidence, including the CCTV evidence and the Claimant's oral evidence at the Tribunal, that Mr Mudgil did not touch the Claimant's bottom, at any time at the restaurant on 31 January 2019, either while they were talking in the entrance to the restaurant, or as the Claimant was leaving. The Claimant was precise and detailed in her allegation to the City of London Police about the alleged grabbing of her bottom. None of the relevant details she gave were, in fact, true. The Tribunal rejected the Claimant's evidence that the alleged touching might have happened at another time. The Tribunal found that the Claimant made a false allegation to the City of London Police that Mr Mudgil had sexually assaulted her on 31 January 2021. She also made that false allegation in these proceedings to the same effect, before she withdrew it.

44. In evidence, the Claimant told the Tribunal that, on Friday 7 December 2018, the Claimant was working in her office with Ms Swaffer, when Mr Mudgil came into the office and invited her for drinks. The Claimant told the Tribunal that she refused, by saying that she didn't drink, but Mr Mudgil replied saying that he didn't drink either, but was going for fun. The Claimant told the Tribunal that Mr Mudgil had asked her, specifically, and that, afterwards, Ms Swaffer had remarked that Mr Mudgil might be interested in the Claimant. The Claimant told the Tribunal, in oral evidence, that afterwards, whenever she went for prayers, Mr Mudgil would be hanging around and would bump into her.

45. Mr Mudgil told the Tribunal that he would typically check on the team before leaving in the evenings. He said that these generic exchanges formed his interaction with the Claimant during her engagement.

46. It was put to the Claimant in cross examination that her police statement had said that Mr Mudgil asked both the Claimant and Ms Swaffer for a drink on 7 December 2018.

47. The Tribunal found that, given that the police statement was given on 14 February 2019, considerably closer to the alleged invitation to drinks on 7 December, it was likely to be the more reliable version. That is, the ET found that Mr Mudgil invited both Ms Swaffer and the Claimant to drinks on 7 December. The Tribunal accepted Mr Mudgil's evidence that he tried to ensure a healthy team environment. Any invitation to drinks was made in that context and was a general invitation made to more than one member of the team.

48. On 10 December 2018, the Nakhoda team went for breakfast at a restaurant called Jackson & Rye. Approximately 25 people attended and the team sat around a long table.

49. The Claimant sat down beside Mr Mudgil, on his left, page 344A.

50. The Claimant told the Tribunal that Mr Mudgil was on her right and that he rubbed her inner right thigh a couple of times with his left hand. The Claimant told the Tribunal

that she then placed her bag between herself and him. She said that, later, Mr Mudgil touched her right leg with his left foot.

51. Mr Mudgil told the Tribunal that he did not at any point touch the Claimant's inner thigh, or use his leg to touch the Claimant's leg. He said that he was not aware of anything which would have made her feel uncomfortable at the breakfast. He said that, after breakfast, the Claimant walked back to the office with Ms Swaffer and Ms Ferguson and that they were all cheerful and laughing. He said, in cross examination, that there was no possibility that he could have forgotten that he had rubbed the Claimant's thigh. He said that forgetting a topic of conversation 2 years ago, for example, was entirely different to forgetting sexual harassment.

52. The Claimant was cross examined about her account of this incident having changed at various stages. In her claim form, she had alleged that Mr Mudgil had been sitting to her right and "deliberately touched [her] inner thigh once with his left hand" [at para 5]. In her witness statement, the Claimant initially said that Mr Mudgil was sitting to her left and rubbed his left hand on her right thigh. It was put to the Claimant that, in this position, it would have been very difficult for Mr Mudgil to rub his left hand on her right thigh as alleged. The Claimant said that she sometimes made mistakes in English, as it is not her first language. She agreed that no one saw what she alleged.

53. The Claimant relied on a photograph of her at the breakfast, sitting with her hands on her lap, p344. At the outset of the Tribunal hearing, she presented a skeleton argument which she had prepared after evidence had been exchanged. She said, in her skeleton argument, that the picture had been taken when the Claimant was numb and shocked and that the coffee cup on the far right side of the picture was the Claimant's coffee, which she had been drinking before placing her bag and moving further to the left side.

54. The Tribunal noted that the Claimant appeared to be happy and relaxed in the photograph. The place settings at the table appeared to be at regularly spaced intervals, with Mr Mudgil's place setting some distance from the Claimant's. There was nothing in the photograph which suggested that Mr Mudgil had, at any point, sat close enough to the Claimant to rub her thigh, or that the Claimant was distressed in the aftermath of such an event.

55. Ms Ferguson and Ms Swaffer were interviewed about this alleged incident. They did not notice anything unusual about the Claimant or Mr Mudgil's behaviour and did not consider that the Claimant appeared to be upset in any way, p656 and 692.

56. The Claimant produced WhatsApp messages of alleged conversations she had had with friends in December 2018 and January 2019, p1116.

57. The Tribunal found that her comments in these messages about Mr Mudgil were, in very large part, generalised and unspecific allegations about him sexually harassing her. They included many derogatory comments about him of an intimate and extremely graphic and sexual nature.

58. The only specific comment the Claimant had made in these WhatsApp messages had been on 13 December 2018 about Mr Mudgil's hand on her thigh - "His hands on my thigh were like baby hands..".

59. However, the Tribunal took into account that the Claimant had provided, in other regards, highly inaccurate or untrue accounts of events. She misrepresented entirely innocuous events. In the CCTV footage of 31 January 2019, the Tribunal noted that Mr Mudgil had appeared respectful of her space, even when she came close to him, moving to give her room to pass. The Claimant was clearly smiling as she did pass him. It was noticeable also, from the CCTV footage of that night, that it was the Claimant who followed Mr Mudgil almost immediately he moved away from the group to present his cloakroom token, indicating that she was comfortable in his personal space.

60. The Tribunal did not find that those WhatsApp messages represented, in any way, a reliable account of her interactions with Mr Mudgil. They appeared, from the intimate and extremely graphic language used towards Mr Mudgil, to be the product of fantasy on the part of the Claimant.

61. On the balance of the evidence, the Tribunal accepted Mr Mudgil's evidence that he did not rub the Claimant's thigh on 10 December. None of those present witnessed this happening, or noticed the Claimant to be unhappy afterwards.

62. In her witness statement, the Claimant told the Tribunal that Mr Mudgil had come into her room on 21 December 2018 and had talked to her for about 10 minutes about his forthcoming holiday. She did not say that he stood so close to her that she felt uncomfortable.

63. In her claim form she had alleged that, "On 21 December 2018 Mr Mudgil came into C's office. C indicated that she was on the telephone, hoping that this might mean he went away. Instead he waited for C to finish. When the call was finished Mr Mudgil told C that he was waiting because he wanted to thank her personally for her hard work and to say goodbye as he was going on Christmas leave. Although he did not seek to touch C as he had at the breakfast meal, his behaviour was flirtatious and he stood so close to her when speaking that she felt very uncomfortable" [para 8].

64. Mr Mudgil said that he did not remember whether he went into the Claimant's office on 21 December 2018 to thank her for her work and say goodbye before Christmas. He said that it was entirely possible that he had done so, as it was something he would have done for the team in general. He said that, if he had, he would have stood in the door of the office, near Ms Swaffer's desk. He said that the Claimant's desk was on the other side of the office, away from the door.

65. In the Claimant's Skeleton Argument, produced after exchange of witness statements, she said that she was "most probably going to the bathroom or for evening prayers because she had her phone in her hand and was leaving the office" when Mr Mudgil came to her office and "stood close to her".

66. It was put to the Claimant in cross examination that she had changed her account of this incident on a number of occasions.

67. In her oral evidence, the Claimant told the Tribunal that Mr Mudgil came into the room; she said, “he was so close to me” and that he left her no space. She said that she was on her mobile phone and was about to go out of the room.

68. The Tribunal found that it was likely that Mr Mudgil went around the office on 21 December 2018 to say goodbye to the team before Christmas. He may well have said goodbye to the Claimant. The Tribunal found that the Claimant’s account of this matter had changed, over time, in important respects. It noted that the Claimant had said, for the first time, after witness statements were exchanged, that she was leaving the room when Mr Mudgil came in. This change appeared to have been in response to Mr Mudgil pointing out that the Claimant’s desk was on the other side of the room from the door, so he was unlikely to have been standing too close to her. In her claim form, the Claimant had not said that she had been on her mobile telephone. This detail was added later, after exchange of witness statements, apparently to explain how the Claimant might have been close to Mr Mudgil.

69. The Claimant was inconsistent in her account of the events – the version in her witness statement was entirely innocuous, involving thanks for her work and a discussion about holiday plans.

70. On all the evidence, and taking into account the numerous inconsistencies in her accounts, the Tribunal did not find that the Claimant was a reliable witness with regard to this exchange with Mr Mudgil on 21 December 2018. It did not accept that Mr Mudgil had stood too close to the Claimant, or that he had been flirtatious with her.

71. On 21 December 2018, Mr Vanaselja emailed Mr Mudgil, complaining that the Claimant had a holiday booked from 13 January 2019 for 10 days, p227. Mr Vanaselja expressed his frustration that the Claimant would be absent for a critical period ahead of the product launch on 31 January 2019. He said that he could not see any point in her returning to Linklaters after her holiday.

72. Three days later, it became apparent that the holiday would, in fact, require the Claimant to be absent for three working weeks, between 14 January 2019 and 1 February 2019. Mr Vanaselja told Mr Mudgil by WhatsApp that he felt he could not rely on her and that this was a “massive pain”, p 231.

73. The Claimant later decided to cancel this trip. Mr Mudgil told the Tribunal that, nevertheless, the fact that she had booked it in the first place, without checking with anyone before doing so, and in the context of a short 3-month contract, was frustrating and disappointing.

74. On 28 December 2018, the Claimant was due to attend work. She claimed payment for half a day’s work. However, Ms Swaffer told a number of people that the Claimant had not attended the office, p287, 464-465. Prompted by Ms Swaffer, Mr Vanaselja emailed Ms Ferguson that day, copied to Mr Mudgil, saying that the Claimant had not attended work despite having been due to attend, p241.

75. On 31 December 2018, the Claimant met with Helen Startis, Recruitment Advisor in the First Respondent’s HR Department, to discuss a new job she had been offered

from BNY Mellon (an Investment Bank) as a paralegal. The new role was offering the Claimant a fixed term contract of 9 months and £35 per hour salary. The Claimant was being paid £25 per hour at Linklaters, p255.

76. Helen Stratis emailed Mr Mudgil and Mr Vanaselja on 31 December, pp277 - 279, saying that she had just met with the Claimant, who had asked her to pass on the fact that she had received an offer for a Paralegal role at BNY Mellon, for 9 months at £35 per hour. Ms Stratis said that the Claimant had asked if her contract with Linklaters could be extended and had also asked for an increase in her hourly rate.

77. Mr Mudgil told the Tribunal that he and Mr Vanaselja discussed the matter. He said that, while Mr Vanaselja was frustrated with the holiday issue, Mr Mudgil was not aware of specific concerns regarding the Claimant's performance at that point. He said that it was relatively common to extend contractor engagements and he saw no particular reason why it should not be considered in the Claimant's case.

78. Mr Vanaselja then spoke to the Claimant. He reported his conversation to Ms Stratis by email "I told [the Claimant] that we would look to renegotiate her contract toward the end of February when her contract expires. In principle, we are okay to extend the term and amount, but we cannot confirm specifics at this stage.." pp 277-279.

79. On 2 January 2019, Ms Stratis forwarded to Mr Vanaselja and Mr Mudgil an email she had received from the Claimant about her conversation with Mr Vanaselja on 31 December 2018, p277, 280 - 284. In her email the Claimant said that, when her current engagement expired, she would be given a long-term contract for up to 12 months and her pay would be increased.

80. Mr Mudgil then met with the Claimant on 3 January 2019, to clarify the contract extension matter and also to discuss her alleged absence work on 28 December 2018. He told the Tribunal that he explained to the Claimant that he was open to considering an extension and a rate rise at the end of her contract, but it would depend on her performance and the business need at that time. He said that he explained that Linklaters' preference was to keep people on for as long as possible, because it was easier than training new people from scratch. He told the Tribunal, however, that he had emphasised that he could not guarantee anything at that stage. He said that the Claimant confirmed that she understood and that she wanted to stay with Linklaters. He emailed Human Resources to this effect, p350.

81. The Claimant told the Tribunal that, at the meeting on 3 January 2019, Mr Mudgil had told the Claimant that he trusted about her about her having attended work on 28 December 2018.

82. She denied that that he had said that extension would be dependent on business needs and performance. She said that that was completely wrong and that Mr Mudgil had, in fact, told her that her contract would be extended for a year from 22 February 2019.

83. The Claimant told the Tribunal that, on 7 January 2019, the Claimant had again met with Mr Vanaselja to discuss her contract extension. She told the Tribunal that

she asked him where she stood because she had to give the BNY Mellon recruiters an answer. The Claimant also told the Tribunal that she informed Mr Vanaselja that Mr Mudgil had informed her, on 3 January 2019, that he would be happy to increase her pay and to give her a one year contract from 22 February 2019. The Claimant told the Tribunal that Mr Vanaselja said that the company's word was its contact. She said, however, that Mr Vanaselja had become annoyed by the Claimant's request for written confirmation of an extension and had said that, if the Claimant left the project before then, this would adversely affect her reference to the SRA for the Period for Equivalent Means of Recognised Training.

84. Neither Mr Vanaselja nor Mr Mudgil put in writing to the Claimant what they had discussed with her. They did not say, in writing, that an extension would depend on business need and performance. Nor, however, did they say anything in writing to her which indicated that an extension would be granted.

85. The Tribunal found that Mr Mudgil and Mr Vanaselja may well have implied to the Claimant that she would be kept on after her 3-month engagement ended. The Tribunal found that it was likely that they did do everything they could to persuade the Claimant to stay at that point, in the circumstances that the product was to be launched on 31 January 2019. They were likely to have strongly emphasised the factors in favour of her being retained after the end of the engagement.

86. The Claimant may well have got the strong impression, therefore, that she would be kept on after 22 February 2019.

87. However, there was no written or oral undertaking to her, and the contractual position was always that her engagement would end on 22 February 2019.

88. On 7 January 2019 also, Mr Vanaselja emailed Mr Mudgil, saying that the Claimant had definitely not been in the office on 28 December 2018, p478. Mr Mudgil asked Ms Ferguson to contact the Security team to verify whether the Claimant had accessed the building on that day, p301. On 9 January 2019, Mr I Humm, Security Systems Supervisor, confirmed that the Claimant had not used her security pass, or a temporary pass, to enter the building on 28 December 2018, p359 – 361.

89. Mr Mudgil told the Tribunal that, while he was frustrated to learn that the Claimant appeared to have been dishonest about her attendance on 28 December 2018 and had charged for half a day when she had not worked, he decided not to do anything about it at the time. The amount in question was small and taking action would disrupt the team at a critical point, 3 weeks before delivery of the product. The Tribunal accepted that, at that point, Mr Mudgil decided not to take any action against the Claimant in respect of 28 December 2018.

90. The Claimant produced her TFL records to the Tribunal, to show that she had travelled to and from Moorgate, where the First Respondent's offices are based, on 28 December 2018. The Tribunal considered that it was likely that the Claimant had attended the office that day. The Claimant agreed, in evidence, that she had not shown her TFL's records to Mr Mudgil at any point before her assignment was terminated.

91. On 24 January 2019, Mr Mudgil emailed HR stating that he wanted to terminate both paralegals' contracts and asking what their notice period was, p 367.

92. He told the Tribunal that, by this point, he had been receiving feedback from Mr Vanaselja and Mr Martin-Fuller that they were not able to use Ms Swaffer and the Claimant as they had hoped to, so there was less work for the paralegals to do.

93. Mr Mudgil also told the Tribunal that had he had been informed, by then, by various sources, that the Claimant was not performing very well, and that she was disruptive, volatile and difficult to work with and was having problems with colleagues.

94. However, in his email of 24 January, he said that the paralegals - that is, both Ms Swaffer and the Claimant - had been "very good". He told the Tribunal that he had noted this "out of courtesy".

95. The Claimant drew the Tribunal's attention to the description of her as having been "very good". She highlighted the contrast between this and the early termination of her contract a short time later.

96. In cross examination, Mr Martin-Fuller, who worked closely with the Claimant, told the Tribunal that Mr Mudgil was very aware that Mr Martin-Fuller was struggling with the Claimant and that the Claimant was known to be disruptive. He said, "Most noticeably you were persistent in asking questions you should have known the answers to. It is no exaggeration to say that every half hour or 20 minutes you would be knocking on doors in what I considered to be a frustrating and performative way. We had a discussion about it – I advised you to ask [Ms Swaffer] first and then to note down your questions so that you would only to ask [Mr Vanaselja] or I once or twice a day."

97. Mr Martin-Fuller also told the Tribunal that Ms Swaffer was complaining that the Claimant was taking credit for work which Ms Swaffer had in fact done. The Claimant cross examined him about this. He agreed that he had not raised it directly with her. He said, "At the time we were under a lot of pressure to get work done. I was frustrated with the pace of work and your disruptive behaviour. I felt that it was unlikely to be fruitful to raise it. To be honest, I didn't really mind who did the work if it was getting done."

98. The Tribunal accepted Mr Martin-Fuller's description of his frustration with the Claimant's disruptiveness in the workplace. He gave a vivid description of it and the measures he took to try to combat it. The Tribunal accepted that Mr Mudgil was likely to have known about Mr Martin-Fuller's frustrations with the Claimant because he shared an office with him.

99. On 31 January 2019, the Nakhoda team went for dinner at Yauatcha restaurant. to celebrate the launch of the Product. The Tribunal has already decided that Mr Mudgil did not, at any time, touch the Claimant inappropriately that evening.

100. On Friday 1 February 2019, some of the Nakhoda team decided to go for an evening drink at the Rack and Tenter, in Moorgate, a local pub.

101. The Claimant told the Tribunal that Ms Ferguson had advised her earlier that evening to look for another job. The Claimant had been alarmed and had told Ms Ferguson that she understood that she would be getting a one-year contract extension, with an increase in pay, at the end of her engagement.

102. Ms Ferguson emailed Mr Mudgil at 18.17 that day, with the title "Hi, Fatima – heads up" and saying, "Did you know that [the Claimant] is expecting her contract to be renewed after 22nd February for 1 year at an increased rate?" p345.

103. The Claimant told the Tribunal that she approached Mr Vanaselja that evening about the contract extension, who then called Mr Mudgil. Mr Mudgil confirmed this. He said that Mr Vanaselja told him that the Claimant had complained to him about Ms Ferguson telling her to look for a new role elsewhere and said that the Claimant wanted an assurance that her contract would be extended.

104. After the phone call, Mr Vanaselja told the Claimant not to worry about her job and that Mr Mudgil would speak to her.

105. Mr Mudgil told the Tribunal was frustrated and somewhat exasperated that the Claimant had raised the topic of her contract again, when he considered had been clear with her that he could not guarantee an extension or a rate rise and would not be in a position to consider this until the end of her engagement.

106. The Claimant was already at Rack and Tenter when Mr Mudgil arrived just after 6pm. When he arrived, Mr Mudgil stood at a high table, around which the Claimant and others were already standing.

107. The Claimant told the Tribunal that a colleague, Mindy, had brought her a glass of mineral water. She said that, shortly after Mr Mudgil arrived, the people standing round the table said that they would like to go for clubbing, but Mr Mudgil said that he didn't like clubbing. She said that he then nodded with his eye and head to the Claimant, indicating that the Claimant should leave the bar with him. She said that she slammed the water glass down the table and said "Bye", pointedly, and left.

108. The colleagues, Martin and Mindy, who were present, were interviewed by Ms Gillespie and said that they did not notice anything of note happening, p662 and p748. Mindy said that he did not remember the Claimant rushing out of the building p748.

109. Mr Mudgil told the Tribunal the Claimant was at the table when he arrived, but that he didn't speak to her one-to-one, nor did he suggest, or imply, that they should speak in private or leave together. He agreed that there was a conversation about clubbing and that it was possible that he had said that he did not like clubbing, as a passing comment.

110. He told the Tribunal that, in any event, it wasn't being suggested that they would all go clubbing as their next activity. He said that he had just arrived and "intended to have a few drinks... I had just ordered a beer."

111. He said that the Claimant left shortly after he arrived, but he did not notice anything unusual about her behaviour.



112. On the evidence, the Tribunal decided that Mr Mudgil did not gesture to the Claimant, suggesting that she should leave the pub with him. It accepted his evidence that he was intending to have a few drinks and had no intention of leaving at that point. The Tribunal considered that the Claimant's description of Mr Mudgil's alleged head and eye gesture was vague and unconvincing.

113. On 2 February 2019 Mr Mudgil emailed HR explaining that he would like to terminate the Claimant's engagement, pp 366 to 367.

114. He said,

"We would like to give notice to [the Claimant] in the first instance ... we have had some difficulties with [the Claimant]. ... This will hopefully pre-empt any further confusion and ensure a prompt resolution to what has become an unpleasant distraction for the team.

...2. Her performance has not been up to standards, and she has had difficulties working with peers (including [Ms Swaffer]). While we retained her to avoid disruption in the middle of the project, as it tends to distract already stressed team members, it is no longer viable to do so.

3. On 21<sup>st</sup> December [the Claimant] suddenly informed us that she has to travel for 3 weeks in January, knowing that the project deadline is 31<sup>st</sup> January and that it will be completely disruptive to the process that she was leading on with [Ms Swaffer].

4. She then told us that the flights had been cancelled (despite insisting that was not possible previously), but informed us she's got a contract elsewhere and will only stay if we would consider an almost 50% raise and a 1 year contract -which we said we'll consider at the time of renewal only (in February). ...

5. She has made a habit of lying on her timesheets. ... I raised it with her and challenged her on the timesheet, and she flatly denied any wrongdoing ... However, in this instance, I decided to check her pass and Anya even checked her login records - both of which showed that she did not come in or work remotely for the time she charged.

...

[The Claimant] has recently hinted to team members that she expects to be retained on a long term basis, and with a significant raise. This is despite my conversation with her on 3<sup>rd</sup> January (when I asked her about the timesheets) and also told her we will consider the extension/ raise based on her performance. In the interest of resolving this matter asap, I'd like to give her formal notice (in person, followed by email) and request her to leave the offices. We'd be happy to pay for the 2 week notice period, but not have her come into the office to avoid further disruption."

115. Mr Mudgil told the Tribunal that, by that point, it was becoming increasingly clear to him that the Claimant was being disruptive, repeatedly raising the topic of the extension of her contract. He said that she was taking up substantial amounts of

management time, while the value she was adding was low, and this was compounded by the fact that there was limited work for her to do. He said, in answer to the Claimant's cross examination, "We were becoming aware of number of challenges and while I was minded to let your contract run its course, fact that you raised it with [Ms Ferguson] and then with [Mr Vanaselja] convinced me that you were going to be disruptive, so we decided to terminate the contract immediately."

116. The Claimant challenged Mr Mudgil about his reasons for termination. She said that he had relied on matters which had occurred some time before, like the dispute about 28 December 2018. Ms Mudgil responded, "The issues were not 2-3 months ago. The issues had come up in the preceding 3-4 weeks. The triggers were – the work that you were doing was coming to an end – in a fast moving project things change quickly - but, lastly, despite repeated conversations and clarification about the contract, you had brought it up with [Ms Ferguson] and [Ms Swaffer] who had not been involved previously."

117. The Tribunal accepted Mr Mudgil's evidence on this – it was clear that Ms Ferguson had emailed Mr Mudgil on 1 February 2019 about the contract extension, showing that the Claimant had been involving other colleagues in discussions about her contract extension. Furthermore, the Tribunal accepted Mr Martin-Fuller's convincing evidence about the Claimant's otherwise disruptive behaviour in the workplace.

118. The Claimant contended that these performance issues had not been raised with her. Nevertheless, the Tribunal accepted Mr Martin-Fuller's explanation that he did not think it would be fruitful to do so. The Tribunal observed that the Claimant had only been engaged on a 3-month fixed term contract, and was not an employee. There was little time in which to raise performance issues, in any event.

119. On 4 February 2019 Mr Mudgil called the Claimant to a meeting and told her that her contract was being terminated early, with 2 weeks' notice. He told her that there were concerns that she had been dishonest. The Claimant was extremely upset about the accusation of dishonesty.

120. The Claimant and Respondents disputed the contents of this meeting. The Tribunal noted that Mr Mudgil had already made the decision to dismiss, so anything that happened at that meeting did not affect the decision which had already been made.

### **Relevant Law**

121. The prohibition against harassment in the *Equality Act 2010* applies in respect of employees and contract workers: ss.40 & 41(3) *EqA 2010*.

### **Employment – Equality Act 2010**

122. By s.83(2) *EqA 2010* employment means " (a) employment under a contract of employment, a contract of apprenticeship or a contract personally to do work...".

123. The person employed must have a contract of some sort; if it is not a contract of service, it must be a contract to provide personal service. The absence of a contract between the Claimant and the Respondent will be fatal to a claim under s83(2) EqA, *Muschett v HM Prison Service* [2010] EWCA Civ 25, [2010] IRLR 451.

124. Self-employed people can fall within s83(2) EqA, provided they undertake to perform their work personally and are sufficiently subordinated to or dependent on the 'employer'. However, a contract personally to do work does not include independent contractors who are not in a relationship of subservience: *Jivraj v Hashwani* [2011] IRLR 827, as applied to s.83(2) EqA in *Halawi v WDFG UK Ltd* [2015] IRLR 50.

125. The contract must place the provider of services under some obligation to provide personal work and there must be some mutuality of obligation, *Secretary of State for Justice v Windle and Arada* [2016] EWCA Civ 459, [2016] IRLR 628, [2016] ICR 721. The *Windle* Claimants were professional court interpreters, who worked for HMCTS on a case-by-case basis and were self-employed for tax purposes. Underhill LJ observed: 'the fact that a person supplying services is only doing so on an assignment-by-assignment basis may tend to indicate a degree of independence, or lack of subordination, in the relationship while at work which is incompatible with employee status even in the extended sense'. Accordingly, lack of mutuality between assignments could be a relevant factor when determining the nature of the relationship between the parties during the assignments themselves.

## Contract Worker

126. By s41 EqA

### “41 Contract workers

(1) A principal must not discriminate against a contract worker—

- (a) as to the terms on which the principal allows the worker to do the work;
- (b) by not allowing the worker to do, or to continue to do, the work;
- (c) in the way the principal affords the worker access, or by not affording the worker access, to opportunities for receiving a benefit, facility or service;
- (d) by subjecting the worker to any other detriment.

127. Contract workers are defined in s.41 EqA 2010: “(5) A “principal” is a person who makes work available for an individual who is— (a) employed by another person, and (b) supplied by that other person in furtherance of a contract to which the principal is a party (whether or not that other person is a party to it). (6) “Contract work” is work such as is mentioned in subsection (5). (7) A “contract worker” is an individual supplied to a principal in furtherance of a contract such as is mentioned in subsection (5)(b).”

128. This section and its predecessors have been given a wide and purposive interpretation. It covers discrimination against employees of a concessionaire in a department store by that store; were the persons in question were not employed by the store, but were held to be working 'for' it: *Harrods Ltd v Remick* [1997] IRLR 583, CA. In *Leeds City Council v Woodhouse* [2010] IRLR 625, CA the section was applied to an employee of a service company who was discriminated against by an employee of that company's client with whom he had to have dealings in the course of his work.

129. In order to satisfy the contract worker provisions of s.41 EqA 2010 a Claimant must nevertheless be 'employed' within the meaning of s.83(2) EqA 2010 by a third party who supplies the Claimant's personal services in furtherance of a contract or contracts to which the Respondent is a party, *Alderson v Meridian Business Support Ltd and East Lancashire Hospitals NHS Trust [2010] EqLR 113*, *London Borough of Camden v Pegg UKEAT/0590/11*.

## Harassment

130. By ss.26(1) & (2) EqA 2010:

“ (1) A person (A) harasses another (B) if —

(a) A engages in unwanted conduct related to a relevant protected characteristic, and (b) the conduct has the purpose or effect of—

(i) violating B's dignity, or

(ii) creating an intimidating, hostile, degrading, humiliating or offensive environment for B.

(2) A also harasses B if —

(a) A engages in unwanted conduct of a sexual nature, and

(b) the conduct has the purpose or effect referred to in subsection (1)(b).”

131. Harassment under s.26(1) must be related to a relevant protected characteristic. Harassment under s.26(2) need not be related to a relevant protected characteristic but must be of a sexual nature. In both cases the conduct must be unwanted and have the proscribed purpose or effect.

132. S26(3) EqA 2010 provides:

“(3) A also harasses B if —

(a) A or another person engages in unwanted conduct of a sexual nature or that is related to gender reassignment or sex,

(b) the conduct has the purpose or effect referred to in subsection (1)(b), and (c) because of B's rejection of or submission to the conduct, A treats B less favourably than A would treat B if B had not rejected or submitted to the conduct.”

## Discussion and Decision

**133. Was C employed by R1 within the meaning of s.83(2) EqA 2010, or alternatively by another person?**

134. The Tribunal considered that it had very little, or no, evidence that the Claimant had been employed by anyone at the relevant times. She had set up a personal services company, ABC Ltd, in about July 2017, p1245. She signed a contract on behalf of ABC Ltd, with the Stephen James Partnership (“SJP”) for the mutual supply

of services from ABC Ltd to SHP and vice versa, p1245. Under that contract, there was no obligation, either for SJP to provide work, or for ABC Ltd to accept work.

135. The Claimant worked and was ABC Ltd was paid for her work at Linklaters. The ABC - SJP contract was for the supply of services. ABC Ltd supplied the Claimant under that contract to SJP, who themselves contracted through a number of subcontracts to supply staff to the end user, Linklaters. The Claimant herself had no contract with SJP.

136. However, the Claimant did not give any evidence about her contractual relationship with ABC Ltd. There was no written contract of employment between the Claimant and ABC Ltd and there was no evidence about the terms of any oral contract between the Claimant and ABC Ltd.

137. The Tribunal considered whether it could imply a contract of employment between the Claimant and ABC Ltd, given that she received the payments for her work at Linklaters directly into her bank account, pursuant to invoices rendered by ABC Ltd. The Claimant certainly provided personal services at Linklaters. The ABC/SJP contract stipulated that it would be the Claimant whose services were provided to SJP during the term of any assignment which was accepted.

138. However, there was so little evidence about what might have been the arrangements between the Claimant and ABC Ltd that there was no factual basis from which to imply a contract between the Claimant and ABC Ltd, including the terms of it.

139. Accordingly, the Tribunal decided that the Claimant was not employed employment under a contract of employment, or a contract personally to do work, by anyone, at the relevant times.

140. That being the case, she was not in employment within the meaning of s83(2) *EqA*, or within the terms of s41 *EqA* so as to be a contract worker. She was therefore not able to bring a claim relying on the *EqA 2010*.

### **Sex Harassment Allegations**

#### **Harassment of a sexual nature – s.26(2) EqA 2010**

#### **Harassment Related to Sex – s.26(1) EqA 2010**

141. If the Tribunal is wrong in its conclusion that the Claimant cannot bring a claim under the *Equality Act 2010*, the Tribunal went on to make findings on the Claimant's substantive allegations.

**142. Did R2 engage in unwanted conduct as follows: on 10 December 2018 R2 touching C's thigh; on 21 December 2018 R2 standing close to C; on 01 February 2019 R motioning C to leave the bar with him [21]?**

143. The Tribunal has made findings of facts that Mr Mudgil did not touch the Claimant's thigh on 10 December 2018, that he did not stand close to her on 21 December 2018 and he did not motion to her to leave the bar with him on 01 February 2019. It has given reasons for its findings of fact. It has rejected the Claimant's evidence regarding these allegations and has accepted the Respondents' evidence.

The Claimant was not subjected to the alleged unwanted conduct at all. Accordingly, the Second Respondent did not subject the Claimant to any form of sex harassment on those dates.

**Harassment Because C Rejected the Conduct (s.26(3) EqA 2010)**

**C contends that because she rejected R2's conduct at 2 she was subjected to less favourable treatment, being: Rs ending C's contract early; [22] and/or Rs' decision not to extend her contract on improved terms [14].**

144. Seeing that the Second Respondent did not subject the Claimant to unwanted conduct, she could not have rejected the unwanted conduct. Furthermore, the reason the Claimant's contract was ended early and the decision not to extend it could not have been because she rejected such conduct.

145. The Tribunal makes clear that it accepted the Respondents' reasons for ending the contract early and for not extending the contract. They were nothing to do with sex harassment. The reasons for terminating the Claimant's contract early, and not extending it, were as set out in Mr Mudgil's email to HR on 2 February 2019. In particular, the Claimant had been disruptive in the workplace and had involved her colleagues in discussions about extending her contract, despite not having been given any guarantee that her contract would be extended.

146. The Claimant's claims against both Respondents are dismissed.

Employment Judge Brown

Dated: ...21 June 2021.....

Sent to the parties on:

30/09/2021.

For the Tribunal Office