



# EMPLOYMENT TRIBUNALS

BETWEEN

**Mr Muhammad Arif Sheikh**

AND

**Sea View Coaches (Poole) Limited (in creditors voluntary liquidation)**

## JUDGMENT OF THE EMPLOYMENT TRIBUNAL

**HELD** remotely by VHS

**ON**

6 April 2022

**EMPLOYMENT JUDGE** H Lumby

### Representation

**For the Claimant:** In person

**For the Respondent:** Did not attend

### JUDGMENT

The judgment of the tribunal is that

1. The claimant succeeds in part in his claim for unlawful deduction from wages in respect of his law four weeks of employment and the respondent is ordered to pay the claimant 11 day's wages in the gross sum of £761.20; and
2. The claimant succeeds in his claim for unlawful deduction from wages in respect of the £200 deduction and the respondent is ordered to pay the claimant the gross sum of £200; and
3. The claimant's claims are otherwise dismissed.

### REASONS

1. In this case the claimant Mr Sheikh brings monetary claims for unlawful deduction from wages against his ex-employer Sea View Coaches (Poole) Limited (in creditors voluntary liquidation). The respondent denies the claims.
2. This has been a remote hearing on the papers which has not been objected to by the parties. The form of remote hearing was the Video Hearing Service. No bundle or witness statements were provided to the hearing and both the claimant and the respondent failed to comply with case management orders to provide further documentation, including in the case of the claimant a breakdown of his claims. The only documents produced to me were those in the case management file, comprising principally the ET1, the ET3, case management orders, some correspondence provided by the claimant and correspondence between the Tribunal and the parties. The order made is described at the end of these reasons.
3. The claimant attended the hearing at the beginning. His connection was lost a number of times and he was asked to join by telephone. This he did briefly. Repeated attempts were made to contact him by telephone and by email but he did not respond. It was therefore not possible to clarify any issues on his case with him. He did however comment that, given the liquidation of the respondent, he did not understand why the case was continuing.
4. The respondent has entered creditors voluntary liquidation. Its joint liquidators informed the Tribunal prior to the hearing that as the claim predated their appointment, they could not provide any evidence either way on the case. Accordingly they did not propose to attend. They did however confirm that a final dividend in respect of the liquidation had been issued. As a result, it appears that there will not be funds to meet any judgment of this Tribunal.
5. There was a degree of conflict on the evidence. I found the following facts proven on the balance of probabilities after considering the whole of the evidence provided by and on behalf of the respective parties.
6. The claimant was employed by the respondent from early 2018 until 25 March 2019. He made four claims, as follows:
  - a. £200 for deductions made from his wages taken by instalments on 20 May 2018 and 30 September 2018
  - b. £590 for other deductions made during the course of his employment
  - c. 304 hours of wages for underpayment during his employment and
  - d. 160 hours of wages for the period up to his termination when he was not paid
7. It was agreed between the parties that £200 was deducted but no statutory or contractual right to deduction has been evidenced nor is there any evidence that the deduction was agreed to by the claimant prior to it being made.
8. No evidence has been provided evidencing the breakdown of the £590 further deductions or that these were even made. I do not find these deductions proven.
9. Similarly, no evidence for the 304 hours of underpayment has been seen by me and so I similarly do not find this proven.
10. The claimant had in correspondence alleged he was not paid for the weeks ending 17 March, 24 March and 31 March 2019. At that stage there was no suggestion of an earlier period of underpayment. There was no evidence provided to suggest that claimant was paid for the dates originally suggested or any reason why he was not paid then. I therefore find that he was not paid for the weeks ending 17 and 24 March. That amounts to ten days. However, given his dismissal on 25 March, that only gives one day for the week commencing 31 March, giving one day for that week and so 11 days in total.
11. The claimant was paid a flat rate of £8.65 an hour for an eight hour day.
12. Having established the above facts, I now apply the law.
13. The claimant claims that the failure to pay wages for the last four weeks of his employment were unlawful deductions from his wages contrary to section 13 of the Employment Rights Act 1996.
14. The failure to pay wages in respect of the period from 11 March 2019 until 25 March 2019 was an unlawful deduction contrary to section 13 of the Employment Rights Act 1996. This amounts to 11 days' wages.
15. An hourly rate of £8.65 per hour amounts to £69.20 per day. The deduction amounted to 11 days so giving a total unlawful deduction from wages of £761.20 gross.

16. The claimant has made further claims in respect of deductions from wages which he alleges were not authorised and were therefore unlawful deductions from his wages contrary to section 13 of the Employment Rights Act 1996.
17. The deduction of £200 was an unlawful deduction contrary to section 13 of the Employment Rights Act 1996.
18. The other claims have not been proven and are therefore dismissed.
19. The total amount payable comprises the two unlawful deductions of the gross sums of £200 and £761.20, giving a total of £961.20.

Employment Judge H Lumby  
Date: 6 April 2022

Judgment sent to parties: 20 April 2022

FOR THE TRIBUNAL OFFICE