



# EMPLOYMENT TRIBUNALS

**Claimant:** Liam Jarvis

**Respondent:** Masterselection Ltd

**Heard at:** Watford

**On:** 21<sup>st</sup> March 2022

**Before:** Employment Judge Dick

## **Representation**

Claimant: In person

Respondent: Robert Barnsley (an employee of the company)

# RESERVED JUDGMENT

The claim for breach of contract has no reasonable prospect of success and is therefore struck out under Rule 37.

# REASONS

1. At a hearing on 21<sup>st</sup> March 2022 over the Cloud Video Platform (“CVP”) I heard submissions from the parties about whether the claim for breach of contract had a reasonable prospect of success. I then reserved judgment. (I also dealt with other aspects of the claim, which are dealt with in a separate Case Management Order.)
2. So far as is relevant to this decision, the Claimant seeks damages for wrongful dismissal, his employment having ended on 25<sup>th</sup> September 2020. The Claimant made clear at the hearing that he did not claim that he was owed notice pay. He sought to pursue the contractual claim under two other heads, which I deal with in turn below.
3. First, a claim for lost earnings beyond the notice period. In my judgment this claim cannot succeed as a claim for wrongful dismissal. Under the law of contract, the employer may terminate the employment contract for any reason, subject to any contractual notice period. It follows that in a contractual claim

there can be no liability for lost earnings beyond the end of the contractual notice period.

4. Second, as Article 3 of the Employment Tribunals Extension of Jurisdiction (England and Wales) Order 1994 makes clear, the Tribunal has no jurisdiction to hear claims for personal injury arising out of breach of an employment contract. Also, damages for injury to feelings or psychiatric injury caused by the dismissal or manner of dismissal cannot be awarded as damages for breach of contract: (*Johnson v Unisys Ltd* [2001] ICR 480). Those aspects of Mr Jarvis's claim therefore also cannot succeed as a claim for wrongful dismissal.
5. So far as contractual claims are concerned, Article 3 only confers jurisdiction upon the Tribunal for the recovery of damages (or any other sum). Even on his case, Mr Jarvis has suffered no actionable loss falling within the jurisdiction of the Employment Tribunal in my judgment. The claim for breach of contract in my judgment therefore has no reasonable prospect of success and is struck out under Rule 37.

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Employment Judge **Dick**

Date \_\_\_\_\_ 19<sup>th</sup> April 2022 \_\_\_\_\_

JUDGMENT SENT TO THE PARTIES ON

22/4/2022

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