



# EMPLOYMENT TRIBUNALS

**Claimant:** Celerity LS Ltd

**Respondent:** Miss P Labana

**Heard at:** London South ET (by CVP)

**On:** 19 April 2022

**Before:** Employment Judge Abbott

## Representation

**Claimant:** Ms G Rezaie, counsel, instructed by SW19Lawyers LLP

**Respondent:** not present

# JUDGMENT ON EMPLOYER'S CONTRACT CLAIM

The Respondent is ordered to pay the Claimant the sum of £1,924.36 in respect of the Claimant's contract claim, pursuant to Rule 21 of the Employment Tribunal Rules 2013.

## REASONS

1. The Claimant in this claim brought an employer's contract claim in its response to a claim brought by the Respondent (case 2306284/2020). Pursuant to an Order of EJ Ferguson dated 19 July 2021, the Respondent was required to respond to the claim by 12 August 2021 but failed to do so. The Claimant therefore invited the Tribunal to consider whether a Rule 21 Judgment could be issued. Further to the instructions of EJ McLaren sent to the parties on 17 March 2022, this question came before me today (together with a costs application in the 'parent' claim, which I have dealt with in a separate judgment).
2. The Respondent applied, after hours on the penultimate working day prior to the hearing, for a postponement. I refused that application for reasons sent, by email, to the parties this morning. When the application came on for hearing at

2pm the Respondent was not present. The clerk attempted to make contact by telephone but was unable to get through. In the circumstances I considered it was in the interests of justice to proceed in the Respondent's absence. The hearing commenced at around 2.20pm. I heard submissions from Ms Rezaie for the Claimant.

3. As the Respondent has failed to respond to the claim in the prescribed time, Rule 21 is engaged:

*(1) Where on the expiry of the time limit in rule 16 no response has been presented, or any response received has been rejected and no application for a reconsideration is outstanding, or where the respondent has stated that no part of the claim is contested, paragraphs (2) and (3) shall apply.*

*(2) An Employment Judge shall decide whether on the available material (which may include further information which the parties are required by a Judge to provide), a determination can properly be made of the claim, or part of it. To the extent that a determination can be made, the Judge shall issue a judgment accordingly. Otherwise, a hearing shall be fixed before a Judge alone. [...]*

4. The Claimant provided evidence of its contractual entitlement to recover losses in respect of damage to the vehicle rented to the Respondent (the Rental Agreement at pages 28-31 of the bundle), evidence of a road traffic accident that occurred when the Respondent was driving the van (page 33 of the bundle) and evidence of costs incurred (a fine of £30 at page 34 of the bundle, and repairs in the sum of £2,290.80 at page 35 of the bundle). I noted that the repair invoice total exceeds the sum stated in the counterclaim, but accept that the invoice is a true reflection of the actual costs incurred given that the counterclaim had to be filed at an early stage of proceedings. I accept that this evidence is sufficient for me to make a determination of the claim.
5. The Claimant properly accepted that a deduction should be made to account for sums that it accepts it owes the Respondent, namely the sum of £396.44. The appropriate award is therefore £2,290.80 plus £30.00 minus £396.44 = £1,924.36.

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**Employment Judge Abbott**

**Dated: 19 April 2022**