



EMPLOYMENT TRIBUNALS

Claimant: Mr B Ghanbari

Respondent: 1. Bassam Abdulkadir Razak
2. New Age Laundry Ltd
3. Newage Environmental Technology Ltd

Heard at: London South, by CVP **On:** 1st July 2022

Before: Employment Judge Reed

Appearances

For the claimant: In person

For the respondent: Mr Adamou, Counsel

JUDGMENT

The claims against the first respondent are struck out.

REASONS

1. This case had been listed today for a three hour final hearing. At the beginning of the hearing I explained that this was not adequate time to deal with a case of this complexity and that I would convert the hearing to a case management hearing to deal with general case management and, in particular, the Claimant's application to amend his claim.
2. In the course of this there was discussion of the correct Respondent to the claim. The Claimant brings claims of unfair dismissal, wrongful dismissal and unauthorised deductions of wages. These are claims that can only be properly brought against an employer.
3. The first respondent, Mr Razak, is a director of the second and third respondent. His position is that throughout the relevant events he was acting as a company director and not in a personal capacity. He therefore argues that he is not an appropriate respondent as he was never the claimant's employer.

4. The claimant says that it was as if Mr Razak employed him because he had in practice acted as his employer and it was his decisions / actions that he wishes to complain of. He accepts, however, that he was aware that Mr Razak ran two companies and that when he was hired he understood Mr Razak to be acting as a company director.
5. In these circumstances I am satisfied that the claims against Mr Razak as an individual have no reasonable prospect of success, because even taking the claimant's case at its highest, there is no realistic prospect of him establishing that he was employed by Mr Razak as an individual.
6. While it would be technically possible for an individual who was the director of a company to employ directly and on a personal basis someone to work within that business, it would be an unusual arrangement. To do so would require a clear and explicit agreement. Otherwise, the only natural interpretation of being hired by a company director to work in the business run through that director's company would be that the director was acting for the company, rather than as a private individual and that the employment contract was therefore with the company. The claimant has not suggested that any such clear and explicit agreement existed and says that he understood that Mr Razak was acting for a company at the time.

Employment Judge Reed
Date: 4th August 2022

Sent to the parties on
Date: 8 August 2022