



EMPLOYMENT TRIBUNALS

Claimant: Mr N. Malaviya

Respondent: WAAM3D Ltd

JUDGMENT

The claimant's application dated **10 June 2022** for reconsideration of the Judgment sent to the parties on **27 May 2022** is refused. Based on the reconsideration points put forward by the claimant there is no reasonable prospect of the original decision being varied or revoked.

REASONS

1. The claimant challenges the conclusion of the Tribunal for the date his employment commenced by reference to Dr Ding being *'the founder and the CTO (Chief Technical Officer) of WAAM3D Ltd'* [the Judgment refers to Dr Ding as *'one of the respondent's employees'*]. Dr Ding's title does not change the Tribunal's finding of fact that the claimant's employment commenced on 1 September 2020 as stated in the written contract of employment dated 14 August 2020 and confirmed by Dr Ding in an email dated 17 August 2020. The request for reconsideration refers to the *'dialogue'* for tasks undertaken before 1 September 2020 as *'bi-directional'*. While a senior employee, the claimant was an employee; any amendments to the contractual start date by conduct would be at the absolute direction of the employer. The reasons detail why the Tribunal concluded that there were no instructions or requests at the direction of the respondent to carry out task before 1 September 2020.
2. The Tribunal found that the claimant's probation period was validly extended and communicated to the claimant in writing. In his reconsideration request the claimant offers further analysis of events presented in evidence at the hearing. The extension of the probationary period was a term in the employment contract; extension was at the discretion of the respondent company, which exercised this discretion. The arguments put forward by the claimant that probation cannot be extended at the *'an arbitrary discretion of WAAM3D'* do not change the Tribunal's finding of fact that his probationary period was validly extended.

3. The Judgment sets out the reasons for the Tribunal's findings of fact in relation to the consultancy agreement. Paragraph 32 references the legal principles on contract law and the conclusions explain why the consultancy agreement was not legally binding.

Employment Judge Hutchings

Employment Judge **Hutchings**

30 August 2022

JUDGMENT SENT TO THE PARTIES ON

7th September 2022

GDJ
FOR THE TRIBUNAL OFFICE