



# EMPLOYMENT TRIBUNALS

**Claimant:** Mr A Martin  
**Respondent:** Black and Irons Bar and Grill Ltd  
**Heard at:** Watford Employment Tribunal (in public; by video)  
**On:** 15 September 2022  
**Before:** Employment Judge Quill (Sitting Alone)

## Appearances

For the Claimant: In person  
For DHL Services Ltd: No Appearance or Representation

## JUDGMENT

1. The Respondent is ordered to pay the Claimant the gross sum of £509.32 within 14 days.
2. The breakdown is that:
  - 2.1. The claim for unauthorised deduction from wages succeeds, and the deduction was £260.69.
  - 2.2. The claim for failure to give and pay for notice succeeds, and the damages are £288.
  - 2.3. The claim for payment in lieu of holiday succeeds and the compensation is £18.
  - 2.4. The above aggregate to £656.69, but the Claimant has received a partial payment of £147.37 since issuing the claim, leaving the balance of £509.32 outstanding.
  - 2.5. At the time he worked for the Respondent, the Claimant was below the income level which would have required PAYE deductions to be made.

## REASONS

3. Rule 47 states:

### 47. Non-attendance

If a party fails to attend or to be represented at the hearing, the Tribunal may dismiss the claim or proceed with the hearing in the absence of that party. Before doing so, it shall consider any information which is available to it, after any enquiries that may be practicable, about the reasons for the party's absence.

4. The Respondent submitted a response to the claim. It made some admissions of problems with payment, but denied owing the Claimant anything further for wages and said it intended to make payment for holiday.
5. It was also asserted that the Respondent was in administration. A judge (coincidentally) reviewed the claim and response, and, on my instructions, a letter was sent which stated that the Respondent did not appear to be in administration and the claim would continue. On the same date (16 March 2022), the parties were notified that a hearing for liability and remedy would take place on 15 September 2022 unless the Claimant admitted that he had now been paid, and wished to withdraw.
6. In compliance with the case management orders, the Claimant sent to the Respondent (copied to the Tribunal)
  - 6.1. Documents on 24 March 2022, and
  - 6.2. Witness statement on 1 April 2022
7. The original hearing time had been 2pm. On 14 September, that was changed to 3.30pm.
8. On 15 September 2022, at 10.06am, a director wrote to the tribunal without copying in the Claimant. It stated, amongst other things, "I as the director do not disagree with Mr Martin's claim".
9. It also stated that the Respondent was in liquidation. That is not confirmed by companies house website.
10. It also stated that the director was not attending the hearing. There was no request for postponement. It referred to short notice. To the extent that was referring to the hearing being on 15 September, that is not correct, because the parties were notified 6 months ago. To the extent that is a reference to the change of time from 2pm to 3.30pm (a) that is not expressly mentioned and (b) no specific reason is given to suggest that the director could have attended at 2pm, but not at 3.30pm. It merely says that he will be at work, without giving details.
11. On my instructions, the parties were notified at 13:06 that I had seen the Respondent's email, and that the hearing was still going ahead.
12. Nobody attended for the Respondent. This was as expected, given the email sent by the director earlier today.
13. I decided that a postponement was not appropriate as there had been no change of circumstances, and no further correspondence, since my decision earlier today. Furthermore, there is no reason to think that the Respondent would attend the rearranged hearing. Postponement would not have been fair to the Claimant who had complied with the orders and was ready to proceed.
14. I decided that I could make a fair decision in the Respondent's absence.

15. The mere fact alone that the Respondent has not attended does not mean that the claims automatically succeed. I have to make a decision based on the evidence.
16. Prior to swearing the Claimant in, I asked him whether he still believed the details on the claim form in boxes 5, 6, 8 and 9 were correct. He believed that they were, subject to having received a payment of £147.37 since issuing the claim.
17. He then gave evidence on oath. I asked some questions. I am satisfied that his written statement is truthful and accurate. As of termination of employment, around 1 July 2021, he was entitled to unpaid wages (£260.69), a notice period (2 weeks at £144 per week = £288) and unused holiday entitlement (£108). This totalled £656.69.
18. As mentioned in paragraph 18, he later received £147.37. There was no confirmation from the Respondent as to what that specifically related to, or how it was calculated. There was no indication that the Respondent had made PAYE deductions from it.

**Employment Judge Quill**

Date: 15 September 2022

JUDGMENT SENT TO THE PARTIES ON

03.10.2022

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J Moossavi

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FOR THE TRIBUNAL OFFICE

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