



THE EMPLOYMENT TRIBUNALS

Claimant

Respondent

Ms S Simons-Hart

v

Standard Chartered Bank

JUDGMENT ON RECONSIDERATION

(Rule 71 of the Rules of Procedure)

- 1. The time for the Claimant to apply for reconsideration of the judgment sent to the parties on 10 July 2019 is extended to 11 June 2021.**
- 2. The judgment dismissing the complaint of breach of contract on withdrawal dated 4 July 2019 and sent to the parties on 10 July 2019 is revoked.**

REASONS

1. In June 2019 I heard and determined as a preliminary issue the question whether the Tribunal had territorial jurisdiction to hear the complaints brought under the Employment Rights Act 1996 and the Equality Act 2010. I decided that the Tribunal did not have jurisdiction. In my reasons for that decision I recorded that the Respondent conceded that the Tribunal had jurisdiction to hear the complaint of breach of contract.
2. A further form of judgment dated 4 July 2019 was sent to the parties on 10 July 2019. This bears my name and states that the complaint of breach of contract has been dismissed on withdrawal. I do not recall drafting such a judgment, and there are elements of it which do not reflect my usual practice: the jurisdiction is specified in italics, and the date of the judgment is given above my name, whereas my usual practice is to place it below. I have not signed the document, and no name is given for the officer who sent it on behalf of the Tribunal.

3. It seems to me that the likely explanation for this document is that it was sent as a result of an administrative error. It seems to me unlikely that it reflects a judicial decision that I have made.
4. The Claimant applied on 11 June 2021 for reconsideration or revocation of this judgment, stating that she had not sought to withdraw the breach of contract claim and that she had only then realised the potential significance of the judgment. I directed that the Respondent should have the opportunity to make any observations on the application. None have been received.
5. Although I doubt that I ever made a decision to dismiss the breach of contract complaint on withdrawal, I find that it is in the interests of justice to allow an extension of time for seeking reconsideration, and that as a matter of caution I should revoke the judgment. Taking this course will achieve certainty as to the revocation of the judgment, whatever its true status and origin may be.

Employment Judge Glennie

Dated:31 January 2022.

Judgment sent to the parties on:

02/02/2022..

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For the Tribunal Office