



# EMPLOYMENT TRIBUNALS

BETWEEN

**Claimant**

**Respondent**

Mr A Bockarie

and

Goulden House Co-operative

## JUDGMENT

The Claimant's application for reconsideration of the Judgment dated 9 February 2022 is refused.

## REASONS

### Introduction

- 1 In determining this application, I have referred to the extensive documentation provided by both parties at the Preliminary Hearing, I have re-read my Judgment and my reasons for that Judgment and I have read the Claimant's application and the attached bundle of documents (47 pages). I have not received any response to the application from the Respondent.
- 2 I was notified of the application, by email, on 1 June 2022. I have considered and decided the application as promptly as possible.
- 3 By way of background, I heard a Preliminary Hearing in this case on 9 February 2022. Following that hearing, I produced a Judgment dated 9 February 2022 and a Case Management Order dated 13 February 2022. Following a request from the Claimant, I later provided the written reasons for my Judgment, in a document dated 16 May 2022. My Judgment decided that:
  - 3.1 The Claimant's claims of Breach of Contract were struck out; and
  - 3.2 The Claimant's claims of Direct Race Discrimination, Victimisation and Harassment related to Race are to proceed to the full merits hearing.

## **The Application**

- 4 Under Rule 70 of the Tribunal Rules (ETs (Constitution & Rules of Procedure) Regs 2013, Sch 1), the Tribunal may reconsider any judgment where it is necessary in the interests of justice to do so.
- 5 Pursuant to Rule 71 an application for reconsideration shall be presented in writing within 14 days of the date on which the written record of the original decision was sent to the parties. I received the application on 1 June 2022 and have proceeded to consider it on the basis that it was presented in time.
- 6 Rule 72 of the Employment Tribunals (Constitution & Rules of Procedure) Regs 2013, Sch 1 provides that, where practicable, the consideration of any application shall be by the Employment Judge who made the original decision.
- 7 Rule 72 also provides that if the Judge considers that there is no reasonable prospect of the original decision being varied or revoked, the application shall be refused. Overall I see no reasonable prospect of the judgment being varied or revoked in this case, on the basis of the interests of justice.
- 8 Having considered the documents set out in paragraph 1 above, the conclusions reached in the Judgment have no realistic prospect of being changed on reconsideration. This is for the following reasons:
  - 8.1 The Claimant's application provides comments and information about the ways in which he contends that his contract of employment was breached. Some of that information is different from that provided by the Claimant to me at the hearing. I have considered the application in its entirety. I note and understand that the Claimant entirely disagrees with my Judgment. However, I am not satisfied that the points of disagreement set out by the Claimant raise a reasonable prospect of the Judgment being varied or revoked, on the basis of the interests of justice.
  - 8.2 The Reasons for the Judgment set out my findings and the reasons for those findings and conclusions. If this matter is examined on appeal, it will be for the higher tribunal to say whether those reasons and the Judgment can stand. All suggestions of my having erred in law are a matter for appeal.
  - 8.3 The Tribunal gave appropriate directions and the parties had adequate opportunity to provide to the Tribunal all relevant evidence for consideration of the preliminary matters at the hearing on 9 February 2022. In the section of his Order, dated 22 July 2021, entitled 'The Issues' Employment Judge Tsamados set out the following paragraphs,

- 5.2 ....The claimant must provide the following information by reference to the case he has already set out in his claim form: details of each breach of contract that he relies upon, including the date, a summary of the incident, who did it and the names of any witnesses.
- 5.4 ....The claimant must provide details of the amount of damages he seeks in respect of each breach of contract and set out how it has been calculated.
- 8.4 Whilst the Claimant had provided some further information prior to the Preliminary Hearing, this did not enable the Tribunal to understand sufficiently his claim/s of breach of contract.
- 8.5 For the avoidance of doubt, the Claimant refers to documents he produced which he says were not discussed at the Preliminary Hearing. This is incorrect. Paragraph 11 of the Reasons for my Judgment makes specific reference to the Claimant's document entitled 'Case Management Orders'. This document was considered at length during the Preliminary Hearing. The Claimant did not refer the Tribunal to a document setting out the financial information, as required by Judge Tsamados, during the hearing.
- 9 Again, I note the Claimant's strong belief that my decision at the Preliminary Hearing is wrong but I refuse his application as it discloses no proper grounds for a reconsideration and, accordingly, there is no reasonable prospect of the original decision being varied or revoked.

Employment Judge Harrington  
Date: 20 June 2022

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