



# EMPLOYMENT TRIBUNALS

London Central Employment Tribunal (remote) on 1st February 2022

*Claimant*

**Chibueze Ekeanyanwu**

**Between**

**&**

*Respondent*

**Cordant Security Limited**

**Before**

Judge M Aspinall (Sitting as an Employment Judge)

**Appearances**

Mr Ekeanyanwu (in person)  
Miss Rezaie (counsel for the Respondent)

## APPLICATION FOR RECONSIDERATION Judgment

1. Having heard this case on 1st February 2022, I delivered an extempore (oral) judgment at its conclusion. My judgment was - as I then distilled into a summarised notice of judgment - that the claim was not well-founded as the Claimant was engaged under a contract of employment which required the Respondent to pay him for the hours which he worked, subject to an obligation on the Respondent to offer him a minimum number of hours' work in a 12 month period. If the Respondent did not offer those hours to him, they were required to pay him for them.
2. During the hearing, in answer to my questions, the Claimant confirmed that the contract of employment in the *agreed* hearing bundle was his contract. He did not suggest that there was - nor did he provide - an alternative contract between himself and the Respondent. Indeed, I would have been surprised if he had done so since he had agreed the contents of the hearing bundle with the Respondent and was cross-examined on the basis of that contract during the hearing.
3. Just over one week after the hearing, the Claimant wrote to the Employment Tribunal providing a narrative document with what might be some screenshots of messages which, the Claimant says, mean that another contract existed and that I ought to reconsider my decision in light of this new evidence.
4. **I refuse the application for reconsideration** for the following reasons:
  1. The new 'evidence' consists of disjointed pieces of text which may, or may not, be messages of some kind. I have no way of knowing their veracity or what may have been edited, omitted or clipped out. I will refer to them as messages for ease; and
  2. These messages have dates indicating that they were sent/received in 2019. On any view, if they were in the Claimant's possession as he prepared his case, he was required to disclose them to the Respondent and ought to have made reference to them in his witness statement - he did neither and should not benefit now from that omission; and
  3. Whilst the messages indicate that there was discussion of interviews and some negotiation over a new role - based on his own acceptance, in oral evidence, that the contract in the hearing bundle was his contract at the material time, I do not see that the admission of these messages would be likely to lead to a different outcome.
5. *Post script.* I offer my apologies to the parties for the short delay in this notice being issued. This was due to illness.

**Judge M Aspinall on Monday  
16th May 2022**

**PUBLIC ACCESS TO EMPLOYMENT TRIBUNAL DECISIONS**

Judgments and reasons for judgments of the Employment Tribunal are published in full. These can be found online at **[www.gov.uk/employment-tribunal-decisions](http://www.gov.uk/employment-tribunal-decisions)** shortly after a copy has been sent to the parties in a case.

Copy sent to the parties on: .09/12/2022.

FOR THE TRIBUNAL OFFICE