



# EMPLOYMENT TRIBUNALS

**Claimant:** Mr A Hayat  
**Respondent:** Islamic Educational And Recreational Institute  
**Heard at:** Watford Employment Tribunal (In public; In person)  
**On:** **22 to 25 May 2023**  
**Before:** Employment Judge Quill; Ms S Johnstone; Mr P Hough

## Appearances

For the claimant: In Person  
For the respondent: Mr A Burgess, consultant

## LIABILITY JUDGMENT

1. The Claimant made the protected disclosures to Charity Commission as described in the list of issues at 1a and 1c (respectively on 17 June and 9 October 2020) and to police as described in the list of issues at 1b (on 25 September 2020).
2. The communication(s) described in the list of issues at 1d (to the Disclosure and Barring Service on 13 October 2020) was not a protected disclosure.
3. The complaints that the Claimant was subjected to detriment on the ground that he has made a protected disclosure are not well-founded and are dismissed.
4. Furthermore, in relation to the complaints alleging detriments 9a, 9b, 9c, 9f, 9g, 9h and 9i (using numbering from the list of issues) these were not presented in time, and the Tribunal would not have had jurisdiction to deal with them even if they had otherwise been well-founded.
5. The principal reason for the Claimant's dismissal was not that he had made a protected disclosure. Section 103A of the Employment Rights Act 1996 does not apply to his dismissal.
6. The complaint of unfair dismissal is not well-founded and is dismissed. The Claimant's dismissal was not unfair.

7. The Claimant was not entitled to be given notice, or payment in lieu of notice. The complaint for damages for breach of contract relating to failure to give notice is dismissed.
8. The complaint of failure to make a payment in lieu of holiday entitlement on termination of employment is well-founded. No payment at all was made by the Respondent. The amount which ought to have been paid will be determined at the remedy phase of this hearing, and will be assessed on the following basis:
  - 8.1. The start date of the Claimant's employment is yet to be determined.
  - 8.2. The start/finish dates of each leave year are yet to be determined.
  - 8.3. The Claimant took no annual leave (and received no holiday pay) from the start of his furlough in April 2020 to the end of his employment in December 2021.
  - 8.4. The Tribunal is satisfied that it was not reasonably practicable for the Claimant to take some or all of the leave to he was entitled as a result of the effects of coronavirus. Therefore Regulations 13(10) and 13(11) of the Working Time Regulations 1998 apply, and the Claimant is entitled to carry over his leave from the leave year which included April 2020 (and from any later year, if applicable), into the leave year which included the termination of employment.

## **REMEDY JUDGMENT**

9. The parties have agreed the sum of £5099.60 gross as the correct sum which the Respondent owes to the Claimant as payment in lieu of holiday entitlement in accordance with the liability decision.
10. The Respondent is ordered to pay the Claimant the sum of £5099.60. This judgment will be satisfied by a payment of the net sum following appropriate and lawful PAYE deductions (if any), but there must be no other deduction or set off.

## **COSTS JUDGMENT**

11. The Claimant made an application for a Preparation Time Order. This was refused.

**Employment Judge Quill**

Date: 25 May 2023

SENT TO THE PARTIES ON: 30/6/2023

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