



# EMPLOYMENT TRIBUNALS

**Claimant:** Mrs V Nimoni

**Respondent:** London Borough of Croydon

**UPON APPLICATION** made by the Claimant by email dated **7 June 2023** to reconsider the judgment dated **27 February 2023** under rule 71 of the Employment Tribunals Rules of Procedure 2013, and without a hearing, and having considered written representations of the parties,

## JUDGMENT

**It is the judgment of the Tribunal that:**

- (1) The Respondent is ordered to pay the Claimant a further payment of **£9,726.30**, being the agreed amount required to rectify a grossing-up error in the final judgment dated 27 February 2023.
- (2) No adjustment is made to the figures awarded due to student loan repayments.

## REASONS

1. At the final remedy hearing on 27 February 2023 the parties agreed the figures to be awarded. Although there was some discussion with the Tribunal about the grossing-up calculation, in part because the parties agreed there had been an error in the interim remedy judgment that needed to be corrected, the Tribunal did not make any decisions on any disputed issues. Notwithstanding this, in circumstances where the Claimant has applied for reconsideration of the final remedy judgment and the parties agree that there were further errors in the grossing-up calculation, it is in the interests of justice for the errors to be rectified.
2. The Claimant claims that a further payment of £9,726.30, payable in the current tax year, is required in order to ensure she receives the net amount intended. There is a very slight difference in the parties' calculation of the shortfall, but the Respondent agrees to making a further payment of the amount claimed by the Claimant. The Tribunal therefore awards that sum as an additional payment to rectify the error.
3. Separately, the Claimant seeks reconsideration of the judgment on the basis that student loan repayments were not taken into account in the grossing-up calculation. As noted above, the Tribunal did not make any decision on that

issue that would be capable of reconsideration. The Tribunal's notes do not include any reference to a discussion about this issue, but I accept that the Claimant's daughter may have queried the issue in the context of the parties conveying their agreed position to the Tribunal. I may have expressed my view in the course of the discussion that student loan repayments should probably not be accounted for in the grossing-up calculation, but there were no submissions on the point and the Tribunal did not make any decision on the issue. The application for reconsideration on this basis is therefore refused and no adjustment to the figures is made. For the avoidance of doubt, I agree with the Respondent that student loan repayments should not be taken into account when grossing up because the loan falls to be repaid in any event. If a claimant were compensated for the amount of the student loan repayment by way of grossing up he or she would receive the additional benefit of discharging the loan or part of it, which would amount to over-compensation.

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Employment Judge Ferguson  
Date: 7 July 2023