



**EMPLOYMENT TRIBUNALS (SCOTLAND)**

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**Case No: 4104852/2022**

**Final Hearing  
Held in Edinburgh  
on 28, 29 and 30 August 2023**

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**Employment Judge Jones  
Tribunal Member M Watt  
Tribunal Member A Mathieson**

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**Mr D Singh**

**Claimant  
Represented by:  
Mr P Singh (father)**

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**Lloyds Bank pic**

**Respondent  
Represented by:  
Mr Hay, of counsel,  
Instructed by  
Eversheds Sutherland**

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**JUDGMENT OF THE EMPLOYMENT TRIBUNAL**

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It is the unanimous judgment of the Tribunal that the claimant's claims fail and should be dismissed.

**REASONS**

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**Introduction**

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1. The claimant lodged a claim on 27 August 2022 complaining that he had been unfairly dismissed and that he had been subjected to race and disability discrimination. His claim form did not set out the detail of his claim but made reference to a grievance which had been lodged in May 2022 regarding his

then line manager. The claimant has been represented throughout these proceedings by his father.

2. A preliminary hearing took place on 11 November 2022 at which efforts were made to clarify the exact nature of the claimant's claims. The claimant was ordered to set out particulars of any claim which was not referred to in the Note of that hearing, which the claimant said was before the Employment Tribunal. The Note of that hearing recorded that it was understood that the claimant was complaining that:

i. He had been constructively and unfairly dismissed. Mr P Singh said at that time that the breach of contract being relied upon was that the claimant's line manager required him to fill out an attestation form, in the knowledge that the claimant was suffering from mental health difficulties, and then focussed unreasonably on a benign mistake made by the claimant on that form with a view to forcing him out of the company and that the line manager escalated this matter until the claimant's condition worsened such that he had to resign.

ii. In terms of his disability discrimination claim, it was said that the respondent failed in a duty upon it to make the following reasonable adjustments -

- i. Not requiring the claimant to have 1:1 meetings with his line manager on his return from sick leave, and
- ii. allowing the claimant to be accompanied by his father (who was not employed by the respondent) at any such meetings.

iii. The claimant also said that the requirement by his line manager to meet on a 1:1 basis and her conduct during those meetings amounted to harassment for the purposes of section 27 Equality Act.

3. In addition, the claimant said that he had been subject to race discrimination in relation to being dissuaded from applying for a promoted role. The claimant was ordered to provide particulars of the allegation in this regard, and subsequently indicated that the allegation related to February 2022 when he had expressed interest in a promoted role and been dissuaded from applying for it. Although the claimant initially also alleged that he had been subjected to race discrimination in that he was not paid for overtime worked by him, he subsequently withdrew that allegation.

4. The claimant was ordered to specify any other claim which he had intended to raise within 21 days of that hearing but did not do so.
5. A subsequent preliminary hearing took place on 18 April 2023. At that hearing Mr P Singh sought to raise further allegations of race discrimination being 'a lack of diversity' and that the respondent had kept the claimant in his role with no offer of promotion. I reminded Mr P Singh of the previous hearing and indicated that these matters had not been raised at that time. I explained that if he wished to raise such matters, he would be required to make an application to amend the claim and that if such application were made the claimant should set out the specific detail of the allegations being made. No application was made at that time.
6. By email dated 4 August, the claimant sought to amend his claim and 'add race discrimination' to it. It was said that this was not a new claim and had been included in the claimant's grievance. The application was refused by letter dated 9 August as there was no specification of the nature of the race discrimination which was being alleged. There was a request for this decision to be reconsidered, but that was also refused as no further specification of the proposed amendment had been provided. The claimant appealed against that decision to the Employment Appeal Tribunal and that appeal is understood to be outstanding.
7. At the commencement of the hearing, the matters to be determined (which are set out at paragraphs 2 and 3 above) by the Tribunal were explained to the claimant and his representative.
8. A joint bundle of documents had been produced. The claimant gave evidence on his own behalf and the respondent led evidence from the claimant's former line manager Ms Lynch. The claimant was not (with the consent of the Tribunal) present during her evidence or submissions. Both parties provided skeleton submissions in writing and were given an opportunity to comment on the other party's submissions.
9. Having considered the evidence, the documents to which reference was made and the submissions of the parties the Tribunal found the following facts to have been established on the balance of probabilities.

**Findings in fact**

10. The claimant moved to Edinburgh from Liverpool to take up an apprenticeship role with respondent in December 2014 in the respondent's IT group. The claimant signed a contract of employment which included references to regulatory requirements as the respondent is regulated by the Financial Conduct Authority. There was a provision in the claimant's contract which stated: 'the Company will continually monitor your performance and suitability to act in this role with the rules of the company and our regulators. This will include an annual review of your financial standing and you must bring to the company's notice any Court Judgements against you or other financial difficulties you may be experiencing. You should be aware that failure to comply with the regulatory requirements of your role may result in disciplinary action by either or both the Company and its regulators and/or an inability for you to continue in the role.'
11. Financial monitoring was in practice carried out on a three-yearly basis and every year a number of employees were selected at random for enhanced monitoring of their financial position. This monitoring was carried out in part by a third-party company working with the respondent's Insider Risk team.
12. The claimant took up a new role with the respondent in 2017 as a Graduate Apprentice. He was to undertake a four-year degree course at Glasgow Caledonian University and would spend a day a week on his studies. At that time, the claimant moved to be line managed by Ms Lynch although she had had some management responsibilities for him initially on his induction in 2014.
13. In late 2019 the claimant disclosed to Ms Lynch that he was having a stressful time as he was going through a divorce. At that time Ms Lynch signposted the claimant to avenues of assistance offered by the respondent for employees.
14. Following the announcement of the national lockdown in March 2020, the claimant and his colleagues started working from home on a full-time basis. There was a daily call at 9.15 am and the claimant and his colleagues communicated remotely in carrying out their duties.

15. Ms Lynch became aware from March 2020 that the claimant would often be late for these calls but would have logged on by 10am. She was also aware that the claimant would often say very little in the calls.
16. On 27 June, when the claimant didn't appear on the daily call and had not logged on the system by 10am, Ms Lynch sought to contact him. After various attempts at contacting him, Ms Lynch became concerned regarding the claimant's wellbeing and got in touch with his father who was listed as his emergency contact on the respondent's systems. Mr P Singh responded by text saying "Hi Jennifer, thank you for your time earlier, please excuse this update as a text, Delair has marriage issues and I need to find out more. I will endeavour to tell you more tomorrow I am truly sorry for the inconvenience caused."
17. In the event the claimant was signed off sick as suffering from stress and anxiety from 28 June 2020 until 16 April 2021. In the main, Ms Lynch was kept up to date on the claimant's condition by his father but she indicated that the respondent's procedures required that she have some contact with the claimant directly. The claimant sent monthly fit notes to the respondent.
18. Ms Lynch had a call with the claimant and his father on 20 July.
19. She then sent the claimant a letter on 6 October enclosing various policies and procedures of the respondent to help him familiarise himself with the respondent's new Health, Wellbeing and Attendance policies. She indicated a wish to put together a Wellness Plan for him in line with the policies.
20. There was a call on 30 October between the claimant and Ms Lynch at which Mr P Singh was present, where the claimant informed Ms Lynch that he was now taking advantage of the counselling services he could access through the respondent and was finding these helpful.
21. Between then and the claimant's return to work there were a total of six calls between the claimant and Ms Lynch during which his father was generally present. At no time did the claimant or his father ever express any concerns as to the frequency or content of the calls.
22. Ms Lynch also arranged for the claimant to have access to between 15 and 20 additional counselling sessions for which the respondent would meet the cost.

23. By August 2021 the claimant had not taken any steps to re-register to allow him to continue with his degree studies and Ms Lynch took steps to assist him in this regard, albeit it was entirely the claimant's responsibility to register with the University. The claimant did not complete his degree.
- 5 24. The claimant had two assessments by Occupational Health during his absence, both of which made reference to the cause of the claimant's condition as being personal circumstances. The second report indicated "There were no work-related factors to this period of ill-health and absence." The report went on to say that the claimant would 'benefit from close line  
10 management support and supervision during the first few months of his return."
25. The claimant commenced a phased return to work on 16 April 2022 starting at 2 hours a day and building that up over a period of weeks. The claimant continued to receive full pay throughout the period of his absence and phased  
15 return to work.
26. The claimant did not attend work on 5 July when he was due to return after a period of annual leave. When Ms Lynch contacted him, he indicated that he had 'flu' although he subsequently made reference to stress and anxiety. He also said that he had an appointment with his GP on 7 July. In the event, the  
20 claimant did not return to work until 27 July.
27. Ms Lynch sought to arrange a further occupational health referral for the claimant as she had some concerns as to how the claimant was managing his workload. The claimant did not attend an appointment which had been arranged for 14 September indicating that he 'had forgotten'. A further  
25 appointment scheduled for 3 November did not take place due to connectivity issues. The claimant then again failed to attend an appointment which had been made for 25 November, despite being reminded about it by a colleague.
28. The claimant finally attended an occupational health assessment on 23 December. The claimant did not raise any concerns regarding his line  
30 management during that assessment. A report was produced which indicated that the claimant "reports that he does feel that there are several knowledge gaps within his role". It also indicated that he was 'likely to benefit from regular well-being meetings with management'.

29. Ms Lynch met with the claimant following receipt of that report and he agreed with the findings of it and that he was fit for work.
30. There was nothing at inappropriate in Ms Lynch's conduct towards the claimant during her meetings with him in relation to his absence and return to work and Ms Lynch followed the respondent's policies and provided the claimant with support throughout this time.
31. In January 2022, Ms Lynch decided that she would retire the Wellness Plan which had been in operation in relation to the claimant and move to the respondent's Performance Improvement policies.
32. On 28 January 2022, the claimant's father contacted Ms Lynch by text and stated "I wondered if you're available for a conference call with Delair and I at 4pm to discuss some concerns that Delair has?" Ms Lynch responded by saying "I don't think a call with yourself and Delair is appropriate. I am handling matters in relation to work and Delair can speak to me direct with any concerns that he has. Delair knows that."
33. Ms Lynch then sent a message to the claimant on Teams saying "your Dad text me asking for a conference call this afternoon to discuss concerns you had". The claimant responded by saying "Ah ok, we can just leave that and have a face to face on Tuesday if that's ok?"
34. At no time did the claimant or anyone else ask for his father to be present at meetings in relation to the informal Performance Improvement Plan meetings which took place between the claimant and Ms Lynch.
35. The claimant then commenced an informal Performance Improvement Plan which involved weekly meetings with Ms Lynch from 1 February. Ms Lynch's conduct during these meetings was professional and supportive. The purpose of the meetings was to support the claimant to return to the level of performance he had exhibited prior to March 2020.
36. The claimant did not raise any concerns regarding the informal Performance Improvement Plan with Ms Lynch or anyone else employed by the respondent. The claimant took an active part in the plan and Ms Lynch was satisfied that the claimant's performance had improved such that the plan was closed down at the end of week 12.
37. In February 2022, the claimant asked a former manager Ms Knox whether there might be any vacancies in her team in the future. During a discussion

with Ms Lynch, Ms Knox let Ms Lynch know that the claimant had enquired about possible roles in her team. Following that, Ms Lynch asked the claimant if he was looking at alternative roles and whether there was anything she could do to support him in that.

5 38. The claimant started looking for alternative employment outwith the respondent's organisation in March 2022.

39. On 11 April 2022 the claimant was required to complete a form as part of a routine vetting of his financial position. The request that the claimant complete this process was not made by Ms Lynch but was a result of the respondent's  
10 normal vetting procedures and was automatically generated.

40. The claimant filled in a form, known as an attestation regarding his financial position which asked him to answer yes or no to a number of questions. The questions included asking whether in the last 6 years the claimant had been late or fallen into arrears with any credit agreement such as mortgage, credit  
15 card or loan repayments, utility bills, mobile phone or catalogue payments, etc. The claimant answered 'no', which was not accurate.

41. The claimant was then selected at random for additional vetting of his financial situation. Ms Lynch had nothing to do with that selection. During the vetting, the respondent discovered that the claimant had almost £25,000 of  
20 debts outstanding, which was made up of 10 defaults all of which had been recorded after December 2021.

42. A meeting took place between the claimant and Ms Lynch in early May 2022 to discuss the results of the additional vetting. Ms Lynch had been instructed to arrange this meeting by her line manager. Ms Lynch suggested to the  
25 claimant during the meeting that he take some time off to try and make arrangements for repayment plans to be made in relation to the debts that he had incurred.

43. The claimant took the next day off to try and make these arrangements.

44. The claimant was then off sick from 26 May 2022 and did not ever return to  
30 work. He submitted a grievance against Ms Lynch on 27 May complaining that she had been bullying towards him and micromanaged him.

45. The claimant resigned without notice on 20 June 2022. He commenced alternative work in financial services on 1 July having applied for the role in April 2022 and the role having been offered to him at the end of May 2022.



**Observations on the evidence**

- 5 46. The Tribunal did not find significant aspects of the claimant's evidence to be either credible or reliable. The Tribunal concluded that the claimant did not genuinely believe he had been discriminated against by the respondent either in relation to his race or his mental health. He did not raise any concerns about his treatment by the respondent until after he was being investigated for having not been truthful or accurate in his declarations regarding his financial position. There was simply no basis in fact for the claimant to believe that he had been discriminated against. He did not offer any evidence whatsoever in that regard. His claim suggested that he was dissuaded from applying for promotion, yet when questioned about this all he could say was that he had a conversation with another manager regarding the possibility of vacancies in her department in the future.
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- 15 47. He alleged that he had been harassed by Ms Lynch yet in his evidence all he said was that meetings with her regarding the performance improvement plan made him feel uncomfortable.
- 20 48. He alleged that the respondent had refused to allow his father to be present during these meetings, yet no request was ever made in this regard and the claimant's own message to Ms Lynch following his father's request for a call was to leave matters until their face-to-face meeting. He sought to introduce as evidence a text exchange with a friend who was a former employee who alleged he had left the respondent's employment because of a hostile environment, yet the individual concerned was white and was not disabled.
- 25 49. Further, although the claimant alleged that he had been constructively dismissed and had relied on the respondent's actions requiring him to complete the attestation form and their actions thereafter, he had been looking for alternative employment from March, a month before he even filled in the form.
- 30 50. The claimant also kept repeating that he was 'mentally impaired' although the Tribunal formed the view that this was the terminology used by his father. While the respondent had accepted that the claimant was disabled at the relevant time, there was no evidence that the claimant's condition was caused by anything other than his personal difficulties. While the Tribunal could

readily accept that the stress and anxiety from which the claimant was suffering would cause him difficulties, the claimant did not suggest that he was not well enough to return to work or carry out his duties. The Tribunal found the use of the terminology 'mentally impaired' seemed to suggest that the claimant was not well enough to be at work, when there was no evidence to suggest that this was in fact the case.

51. The Tribunal was regrettably drawn to the conclusion that the claimant (together with his father, who represented him throughout) had sought to rewrite the history of his employment and accuse his manager of discrimination and other unlawful conduct with a view to obtaining financial compensation from the respondent.

52. The Tribunal found Ms Lynch to be wholly credible and reliable. She had done what she could to support the claimant during his personal difficulties when he was off work for 10 months and then support him back to work. She sought to obtain additional counselling sessions for him. She sought to assist him with his university position. She set out a detailed plan to support him in improving his performance. She acted entirely appropriately and professionally.

#### **Issues to determine**

53. The issues to be determined by the Tribunal are set out above. In summary, these are:

- i. Was the claimant discriminated against because of his race;
- ii. Was the respondent under a duty to make reasonable adjustments and fail to do so;
- iii. Did the respondent harass the claimant because of his disability;
- iv. Did the respondent breach the claimant's contract of employment such that entitled him to resign and claim that he had been constructively dismissed.

**Relevant law**

1. Section 9 Equality Act 2010 ('EA') provides that race is a protected characteristic for the purposes of the EA.
- 5 2. Section 13 EA provides that a person (A) discriminates against another person (B) if, because of a protected characteristic, A treats B less favourably than A treats or would treat others.
3. Section 20 EA imposes a duty on an employer to make reasonable adjustments where there is a requirement, provision or practice which puts a disabled person at a substantial disadvantage in relation to a relevant matter  
10 in comparison with persons who are not disabled and to take such steps as are reasonable to have to take to avoid the disadvantage.
4. Section 26 EA provides that harassment will occur if a person engages in unwanted conduct related to a relevant protected characteristic and that  
15 conduct has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment.
5. In order to establish that a person has been constructively dismissed, it is necessary for a Tribunal to be satisfied that the employer had committed a repudiatory breach of the employee's contract and the employee resigns  
20 because of that breach or the breach at least plays a part in the employee's resignation.

**Submissions**

- 25 6. Parties provided written submissions which the Tribunal read and then parties were given an opportunity to make comments on those submissions.

**Discussion and decision****30 Was the claimant discriminated against because of his race?**

7. In order to establish direct discrimination, it is necessary to demonstrate that a person has been subjected to less favourable treatment. The claimant's case falls at this initial hurdle. At its highest, the claimant's evidence was that

he made some informal enquiries as to whether there might be a role at some point in the future in the team of a manager with whom he had previously worked. No specific role was ever specified. Again, at its highest the claimant said he was discouraged from applying for any such role. Notably this was not put to Ms Lynch in cross examination. Her evidence, which was not challenged, was that the respondent encourages open and honest discussions on the career of employees. When she became aware of the claimant's potential interest in working in another area of the respondent's operations, she raised this with him. It was not at all clear what the claimant was alleging Ms Lynch did or said to dissuade him from applying for another role although in the pleadings it was suggested that she questioned his loyalty. That was never put to Ms Lynch. The Tribunal does not accept that following up with an employee on their possible interest in applying for an unknown role at an unknown time amounts to a detriment. There was no less favourable treatment. In submissions, Mr P Singh did try and argue that colleagues of the claimant's had been promoted during the period of the claimant's employment. However, no evidence whatsoever was led about such matters.

8. Even if it could be said that Ms Lynch had said something to the claimant which could amount to less favourable treatment, there was no evidence whatsoever that this was in any way related to his race. The claimant did not adduce a single adminicle of evidence in this regard. Initially he seemed to suggest that he had been recruited as a 'box ticking exercise' to further diversity, but then when asked if he believed he was not qualified or capable of performing the role he seemed to move away from that allegation. In any event that was about his initial recruitment. The entire case of the claimant was lacking in specification or evidence. His evidence was very limited, despite Mr P Singh being reminded twice that the Tribunal could only take into account evidence led by him and documents to which he referred. The claimant's evidence often involved sweeping statements with no basis in evidence or fact.

9. Therefore, there was no merit whatsoever in his claim of direct discrimination and his claim is dismissed.

10. The Tribunal then went on to consider the claimant's claim of disability discrimination.

**Did the respondent fail to make a reasonable adjustment?**

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11. In relation to the claim that the respondent had failed to make reasonable adjustments, the evidence led by the claimant was not consistent with his stated case. It had been said that the claimant had asked for his father to be present during the 1:1 meetings with Ms Lynch as part of his informal performance improvement plan. However, it transpired that in fact Mr P Singh had simply asked for a conference call to discuss concerns the claimant had. The claimant then sent a message to Ms Lynch indicating that matters could wait until they spoke to each other face to face suggesting that no further action was necessary.

12. In any event, there was no evidence that the claimant was in any way disadvantaged by meeting Ms Lynch without his father being present. There was no evidence regarding what difference his father's attendance at such meetings would have had. The Tribunal accepted Ms Lynch's evidence (which was not challenged) that the claimant performed well during these meetings, 'took ownership' of them as she put it and came prepared at each meeting to discuss the various targets which had been set. Ms Lynch was satisfied that he had reached the required standard of performance by the end of the plan.

13. Further, the Tribunal was satisfied that it would not have been reasonable for the claimant's father to have been present at these meetings. It was not disputed that the claimant was in a sensitive role which required additional vetting. The purpose of the meetings was to discuss the duties of the claimant and this would inevitably involve the discussion of sensitive work issues. Ms Lynch made clear that the claimant could have had a work colleague with him at these meetings if he had wished. However, he made no such request. Therefore, the claimant's claim that the respondent failed to make reasonable adjustments fails. The claimant did not establish that he was disadvantaged by not being accompanied in the meetings at all.

14. The claimant did not at any stage suggest that Ms Lynch was not entitled to place the claimant on an informal performance improvement plan or that this was in any way inappropriate. He did not suggest that the plan did not require meetings to assess the claimant's progress in relation to the objectives which had been set. There was no other way for Ms Lynch to find out whether the claimant was taking on board the issues being raised and taking steps to address them.

15. The respondent did not fail in any duty to introduce reasonable adjustments as there was no evidence to suggest that the claimant was disadvantaged by any provision, criterion or practice.

**Was the claimant harassed because of a disability?**

16. The Tribunal then went on to consider whether the claimant had been subjected to harassment because of a disability by Ms Lynch during these meetings. There was simply no evidence led by the claimant in this regard. The claimant said that the performance improvement plan meetings made him feel 'uncomfortable'. He went no further than that and did not give any evidence to suggest that Ms Lynch had created an intimidating, hostile, degrading or humiliating environment. The claimant was referred to what were said to be notes drafted by his father after discussion with him following these meetings. The notes were said to include comments made by Ms Lynch during the meetings. The Tribunal formed the view that this document was created for the purposes of the Employment Tribunal (not least because it made reference to 'respondent' and 'claimant') and was not drafted by the claimant but his father. The Tribunal did not accept that these notes were in any way an accurate reflection of the terms of the discussion during the meetings.

17. Moreover, there was no evidence to suggest that Ms Lynch's conduct at these meetings was in any way related to the claimant's disability. Ms Lynch's position was that while she was aware that the claimant had been suffering from stress and anxiety, she understood that this was solely related to the claimant's personal issues and that the claimant was now coping well with these issues. Given the terms of the occupational health report in December

2022, Ms Lynch had no reason to believe that the claimant was disabled. The report indicated that the claimant was reducing his medication and that he continued to experience 'the occasional bad day'. Even if it could be said that Ms Lynch was aware that the claimant was disabled, and the Tribunal expresses doubt that she reasonably could have been aware of this by January 2022, and even if it could be said that the claimant reasonably perceived the meetings with her to amount to harassment, there was nothing to suggest that this was in any way related to the claimant's disability. The Tribunal accepted that Ms Lynch's purpose in these meetings was to support the claimant to improve his performance, and while an employee may not like their performance being questioned, in the present case that falls well short of harassment for the purposes of the Equality Act.

#### **Was the claimant constructively dismissed?**

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18. Finally, the Tribunal went on to consider whether the claimant had been constructively dismissed.
19. The Tribunal was entirely satisfied that the respondent did not do anything which could amount to breach of the claimant's contract of employment, never mind something which might amount to a fundamental breach of contract.
20. The claimant relied on the requirement to fill out the attestation form and what he said were his line manager's actions subsequent to that in escalating matters. In the first instance, the Tribunal accepted that the claimant's line manager had no involvement in the requirement of the claimant to complete the form, nor did she had any influence on what would happen subsequently. She had one meeting with the claimant, which she was instructed to have to explore the issues with him.
21. In submissions, Mr P Singh suggested that the fact that the claimant was in debt was not an issue and that 'half the population is in debt'. He also suggested, without having led any evidence in that regard, that the claimant was treated as though being in debt was a criminal matter.
22. The reality of the situation was that the claimant was under a contractual obligation to inform the respondent should he be in financial difficulties. It was

clear that the claimant had been in financial difficulties for some time and had not informed the respondent of this. That was a matter which could have led to disciplinary action being taken against him.

5 23. Having breached his contract of employment by failing to disclose his financial difficulties, the claimant then either deliberately or accidentally gave incorrect answers to the respondent when completing the attestation form. The requirement to fill in that form was not a breach of contract but was part of the claimant's contractual duties. The claimant appeared to suggest that he should not have been required to complete the form as he was 'mentally impaired.' This seemed entirely incongruous with the claimant having by this 10 stage been on the way to successful completion of his performance improvement plan and having been applying for alternative employment. He did not suggest to anyone at the time that he had difficulties filling in the form (which is very straightforward).

15 24. It was also suggested that this was a 'benign' mistake on the part of the claimant. Even if the 'mistake' had been unintentional, the respondent subsequently became aware that the claimant was in almost £25,000 of debt, including a credit card with the respondent bank with almost £10,000 credit. The Tribunal found the claimant's father's attempt to portray this matter as 20 immaterial to the claimant's employment both staggering and in contrast to the evidence of the claimant who accepted that the respondent could reasonably be concerned to ensure that employees in sensitive roles such as his were not open to influence by external actors who might wish to access the respondent's systems.

25 25. The respondent was perfectly entitled to explore these matters with the claimant. The claimant had already applied for the role he subsequently took with another bank by the time these matters were raised with him. He had started looking for alternative employment in March and these matters were not raised with him until May. The claimant said that he was offered his 30 current role 'at the end of May'. He did not resign until June having been absent on sick leave from 25 May.

26. The Tribunal concluded that the respondent did not do anything which could amount to a breach of contract and that in any event the claimant resigned



because he obtained alternative employment at a higher salary with another employer. His claim therefore fails.

27. In these circumstances, the Tribunal finds that the claimant was not unfairly dismissed and was not subject to any unlawful treatment in terms of the Equality Act. His claims therefore fall to be dismissed.

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<b>Employment Judge:</b>	<b>Jones</b>
<b>Date of Judgment:</b>	<b>01 September 2023</b>
<b>Entered in register:</b>	<b>06 September 2023</b>
<b>and copied to parties</b>	

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