



EMPLOYMENT TRIBUNALS

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| Claimants: | Mr M Mehmet | [3301208/2021 | “Claim 1”] |
| | Mrs Y Mehmet | [3302603/2021 | “Claim 2”] |
| | Mr A Cakmaktas | [3302371/2021 | “Claim 3”] |
| | Mrs Y Alican | [3306458/2021 | “Claim 4”] |

Respondent: Medsun Food Ltd

SECOND RECONSIDERATION JUDGMENT

The claimant’s application dated **8 November 2023** for reconsideration of the judgment, sent to the parties on **16 August 2023** and/or of the First Reconsideration Judgment sent to parties on **8 November 2023** is refused as it has no reasonable prospects of success.

REASONS

1. The First Reconsideration Judgment sets out the applicable rules, legislation and principles.
2. The Claimants’ representative, Mr Gorlov, submitted an email dated **8 November 2023 at 12:35**. This email was out of time in order to be an application for reconsideration of the liability judgment (sent to parties in August) even taking account of the extension of time that I had granted. It is unclear whether it is intended to be an application to reconsider the First Reconsideration Judgment sent to the parties earlier that day.
3. On its face, the email comments on the case management orders for the remedy hearing (and the delay in those orders being promulgated). The remedy hearing was postponed and a new hearing has been scheduled.
4. The email goes onto imply that the liability decision should be reconsidered, and suggests that this should be done at a 4 or 5 day hearing.
5. Even apart from the fact that this application is out of time (for the 16 August 2023 liability judgment), I refuse it on the basis that there no reasonable

prospect of either the liability decision or the first reconsideration decision being varied or revoked.

6. Following the paragraph numbers in the email, my reasons for deciding the application has no prospect of success are as follows.
7. **Para 1.** The Claimant's representative's comments about paragraphs 75 to 82 of the liability reasons suggest that he disputes the findings of fact therein. However, I see no reason to vary those findings.
8. **Para 2 to 5.** These assertions (especially that the claimants "had no agreed salary") do not disclose any sensible argument that the unauthorised deduction from wages claim should have been upheld.
9. **Para 6 to 8.** The implication is that these were relevant documents that were not disclosed. I agree. I was aware of that at the time of the liability decision. However, these alleged documents – as they were described in the hearing – do not support an argument that the sums paid to the claimants were less than they were contractually entitled to receive (on any occasion). Alternatively, if the argument is that I should have inferred that the documents did not actually exist, then (while relevant to Ms Alic's credibility), the non-existence of these alleged documents would also not support an argument that the sums paid to the claimants were less than they were contractually entitled to receive (on any occasion).
10. **Para 9 to 10.** If one claimant received more than shown on his payslip, and the other claimants received what was shown on their respective payslips, that does not support an argument that the sums paid to the claimants were less than they were contractually entitled to receive (on any occasion).
11. **Para 11, 12, 19.** These comments are not relevant to any issue that I had to decide.
12. **Para 13.** This was addressed in the liability decision.
13. **Para 14, 17, 18.** I addressed this in the First Reconsideration Judgment. (Paragraphs 20 and 21).
14. **Para 15, 16 and 28.** These comments give me no reason to consider changing the findings of fact in the liability decision, including those in paragraph 81.
15. **Para 20.** I refer to paragraph 20.3 of the First Reconsideration Judgment.
16. **Para 21 and 22.** These comments give me no reason to consider changing the findings of fact in the liability decision.
17. **Para 23.** These comments give me no reason to consider changing the findings of fact in the liability decision. Furthermore, one of the issues which I had to decide was what were the benefit entitlements under the contracts of employment, and one of the Respondent's arguments was that historic arrangements in relation to (for example) shopping were familial gifts rather

than payments made by an employer company, to its employee(s), pursuant to any contractual obligation. The argument presented in paragraph 23 does not cause me to doubt my decisions on this point. Furthermore, C4 had the opportunity to give evidence at the hearing, and declined to do so.

18. **Para 24 and 25.** To the extent that these comments refer to stealing good from the supermarket, the comments give me no reason to consider changing the findings of fact in the liability decision, or the analysis. I decided that C4 was unfairly dismissed, and my reasons included those set out in paragraph 267 of the liability judgment.
19. **Para 24 and 25.** To the extent that these comments refer to stealing cash, the comments have no relevance to any issue which I had to decide.
20. **Para 26 and 27.** These remarks require no direct response, other than those set out above, and in the First Reconsideration Judgment and in the liability reasons themselves.

Employment Judge Quill

Date: 15 December 2023

JUDGMENT SENT TO THE PARTIES ON
22 December 2023.....

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FOR THE TRIBUNAL OFFICE