



# EMPLOYMENT TRIBUNALS

**First Claimant:** Mr S Sallu  
**Second Claimant:** Mr B Mandalia

**First Respondent:** Western & Noel Limited (in compulsory liquidation)  
**Second Respondent:** Strong Maker Limited

**Heard at:** Leicester Employment Tribunal

**On:** 12 October 2023

**Before:** Employment Judge Welch

## REPRESENTATION:

**Claimants:** In person  
**Respondents:** No attendance and no representation

# JUDGMENT

The judgment of the Tribunal is as follows:

All claims against the first respondent are dismissed.

## **Claims brought by the First Claimant against the Second Respondent**

### **Wages**

1. The complaint of unauthorised deductions from wages is well-founded against the second respondent. The second respondent made an unauthorised deduction from the first claimant's wages in the period 26 December 2022 and 6 January 2023.

2. The second respondent shall pay the first claimant **£900.00**, which is the gross sum deducted. The first claimant is responsible for the payment of any tax or National Insurance.

### Notice Pay

3. The first claimant's complaint of breach of contract in relation to notice pay is well-founded.
4. No compensation is awarded since this is included in the compensatory award.

### Breach of contract

5. The first claimant's complaint of breach of contract in relation to failure to pay pension contributions is well founded.
6. The second respondent shall pay the first claimant **£272.14** gross as damages for breach of contract.

### Unfair Dismissal

7. The first claimant's complaint of unfair dismissal and/or automatic unfair dismissal is well-founded. The first claimant was unfairly and automatically unfairly dismissed.
8. The second respondent unreasonably failed to comply with the ACAS Code of Practice on Disciplinary and Grievance Procedures 2015 and it is just and equitable to increase the compensatory award payable to the first claimant by **25%** in accordance with s 207A Trade Union & Labour Relations (Consolidation) Act 1992.
9. The second respondent shall pay the first claimant the following sums:
  - (a) A basic award of **£1,350.00**.
  - (b) A compensatory award of **£6,697.56**. This includes an uplift of 25% in the sum of **£1,339.51** for non-compliance with the ACAS Code.

**Note** that these are actual the sums payable to the claimant after any deductions or uplifts have been applied.

10. The Employment Protection (Recoupment of Benefits) Regulations 1996 do not apply.

### Holiday Pay

11. The first claimant's complaint in respect of holiday pay is not well-founded.

## Claims brought by the Second Claimant against the Second Respondent

### Wages

12. The complaint of unauthorised deductions from wages is well-founded against the second respondent. The second respondent made an unauthorised deduction from the second claimant's wages in the period 12 to 23 December 2022.
13. The second respondent shall pay the second claimant **£1,538.46**, which is the gross sum deducted. The first claimant is responsible for the payment of any tax or National Insurance.

### Notice Pay

14. The second claimant's complaint of breach of contract in relation to notice pay is well-founded.
15. No compensation is awarded since this is included in the compensatory award.

### Breach of contract

16. The second claimant's complaint of breach of contract in relation to failure to pay pension contributions is well founded.
17. The second respondent shall pay the second claimant **£1,087.37** gross as damages for breach of contract.

### Unfair Dismissal

18. The second claimant's complaint of unfair dismissal and/or automatic unfair dismissal is well-founded. The second claimant was unfairly and automatically unfairly dismissed.
19. The second respondent unreasonably failed to comply with the ACAS Code of Practice on Disciplinary and Grievance Procedures 2015 and it is just and equitable to increase the compensatory award payable to the second claimant by **25%** in accordance with s 207A Trade Union & Labour Relations (Consolidation) Act 1992.
20. The second respondent shall pay the second claimant the following sums:
  - (c) A basic award of **£1,427.50**.

- (d) A compensatory award of **£10,492.50**. This includes an uplift of 25% in the sum of **£2,098.50** for non-compliance with the ACAS Code.

**Note** that these are actual the sums payable to the claimant after any deductions or uplifts have been applied.

21. The Employment Protection (Recoupment of Benefits) Regulations 1996 do not apply.

## **Holiday Pay**

22. The second claimant's complaint in respect of holiday pay is well-founded. The second respondent made an unauthorised deduction from the claimant's wages by failing to pay the second claimant for holidays accrued but not taken on the date the second claimant's employment ended.
23. The respondent shall pay the claimant **£2,000.02**. The claimant is responsible for paying any tax or National Insurance.

**Employment Judge Welch**  
**12 October 2023**

Judgment sent to the parties on:  
21<sup>st</sup> December 2023

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### **Note**

Reasons for the judgment were given orally at the hearing. Written reasons will not be provided unless a party asked for them at the hearing or a party makes a written request within 14 days of the sending of this written record of the decision.

### **Public access to employment tribunal decisions**

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