



EMPLOYMENT TRIBUNALS

Claimant: Mr M I Khan

Respondent: (1) Mohammed Athar Ahmad acting on behalf of the trustees and management committee of the Doncaster Mosque Trust
(2) Mohammed Afzal
(3) Seyed Tahir Ali Shah
(4) Mohammed (Mohammad) Sabir
(5) Mohammed Jalaluddin (Jalal) Khan

Heard: in Sheffield on 5, 8, 9, 10, 11 and 19 January 2024 and, on 15, 16, 17 and 18 January 2024 via CVP

Before: Employment Judge Ayre
Mr M Lewis
Mr L Priestley

Representation

Claimant: Mr C Moore, counsel

Respondents: Mr J Munro, litigation consultant

Punjabi interpreters:

9 and 10 January 2024 : Mr N Hussain

11 January 2024 : Mr O Samuel

JUDGMENT

The unanimous judgment of the Tribunal is as follows:

1. The name of the First Respondent is amended to Mohammed Athar Ahmad acting on behalf of the trustees and management committee of the Doncaster Mosque Trust.

2. The claim for automatic unfair dismissal is well founded. The claimant was unfairly dismissed by the First Respondent contrary to section 103A of the Employment Rights Act 1996.
3. All except two of the claims for detriment contrary to section 47B of the Employment Rights Act 1996 are out of time and the Tribunal does not have jurisdiction to hear them.
4. The remaining claims for detriment contrary to section 47B of the Employment Rights Act 1996 are not well founded and are dismissed.
5. The First Respondent subjected the claimant to harassment related to religion by :
 - a. Mr Farooq remarking on 13 January 2022 ‘he’s not one of us and you should stay away from him’;
 - b. Mr Afzal remarking on 21 September 2022 ‘it’s Shia whose beliefs are different to ours and he should be banned from attending this mosque” and
 - c. Mr Farooq remarking on 30 September 2022 ‘your biggest mistake is that you went behind Shia. I used to have respect for you but then you went on the Shia side’.
6. The remaining claims for harassment related to religion are not well founded. They fail and are dismissed.
7. The claim for unlawful deduction from wages is not well founded. It fails and is dismissed.
8. The First Respondent failed to provide the claimant with a written statement of employment particulars, contrary to section 1 of the Employment Rights Act 1996.
9. The First Respondent is, by consent, ordered to pay to the claimant compensation in the sum of £20,000.

REASONS

Background

1. The claimant was employed as an Imam at Doncaster Jamia Mosque from 18 December 2020 until 30 September 2022. On 28 February 2023 he presented a claim in the Employment Tribunal following a period of early conciliation that started on 19 December 2022 and ended on 30 January 2023.
2. On 10 May 2023 there was a Preliminary Hearing for case management at which the issues in the case were identified, and case management orders were made. A

further Preliminary Hearing took place on 10 October 2023. At that hearing, which was in public, the Tribunal found that the claimant made four protected disclosures:

1. On 29 October 2021 in a conversation with Mr Farooq when the claimant told Mr Farooq that the Mosque's trustees had a duty to keep proper financial records and to properly account for all funds received and were failing to do so;
2. On 11 February 2022 in a conversation with Mr Ali when the claimant said that cash donations were not being logged;
3. On 18 April 2022 when the claimant raised the above financial issues with Mr Afzal, Mr Sabir and Mr Ali; and
4. On 21 July 2022 when the claimant raised concerns with the Mosque's trustees about unpaid utility bills and late charges and that money from the public had not been properly accounted for and was missing.

The hearing

3. There was an agreed bundle of documents running to 342 pages. On the fifth day of the hearing the claimant made an application for disclosure of documents that it was said would assist in determining whether Doncaster Mosque Trust is a legal entity or not. The respondents pleaded, in their response to the claim, that Doncaster Mosque Trust ("**the Trust**") was a charitable trust. In their evidence to the hearing, however, they said that it was not a charitable trust, and it appeared that the Trust is an unincorporated association.
4. Mr Moore applied, on behalf of the claimant, for disclosure of documents which would show the legal status of Doncaster Mosque Trust. By the time the application was made however, there was sufficient evidence before the Tribunal for the Tribunal to conclude that the Trust is an unincorporated association. It does not appear on the Companies House register or the Register of Charities. Mr Jalaluddin Khan, trustee and chairman of the Trust, gave evidence that the Trust is that it is not a legal entity. In light of this, the disclosure of documents seeking to establish the legal status of the Trust was not in our view necessary and no Order for disclosure was made.
5. We heard evidence from the claimant and, on his behalf, from:
 1. Ashraq Ajmal;
 2. Adam Hessen;
 3. Shaheedul Islam Syed;
 4. Ishtiaq Khan;
 5. Ali Ishrat Hussain Jaafri; and
 6. Mohammed Zubair Samadi.
6. The claimant also produced a witness statement for Syed Aashraf Cader. Mr Cader did not attend the hearing to give evidence. We have read his witness statement but

placed no weight upon it.

7. For the respondents we heard evidence from:

1. The Second Respondent;
2. Mohammed Farooq;
3. The Fourth Respondent;
4. Mohammed Ali Akhtar ("**Imam Ali**");
5. Mohammed Athar Ahmad; and
6. The Fifth Respondent.

8. The Third Respondent did not attend the hearing or give evidence. On the fifth day of the hearing the respondents applied for leave to introduce a witness statement on his behalf. The statement was very brief and was accompanied by medical records indicating that the Third Respondent was in hospital between 23 December 2023 and 4 January 2024, and a letter from the claimant's General Practitioner dated 9 January 2024 indicating that the Third Respondent was not well enough to attend a hearing either in person or remotely.

9. The claimant did not object to the statement of the Third Respondent being introduced into evidence. It was therefore introduced and the Tribunal has read it. We have however placed little weight upon it.

10. The witness statements prepared for the respondents were extremely short and did not address many of the allegations and issues in this claim. Rather, for some unexplained reason, they focussed on whether the claimant had made protected disclosures or not. That issue had already been determined at a Preliminary Hearing at which the respondents chose not to adduce any witness evidence at all. Findings of fact have already been made in relation to the protected disclosures and are set out in the Preliminary Hearing Judgment sent to the parties on 18 October 2023. There is no reason for the Tribunal to revisit those findings of fact.

11. After the conclusion of the evidence, both representatives made oral submissions, which they supplemented with written submissions, for which we are grateful.

12. On Friday 12 January 2024 there was a flood in Sheffield Combined Court Centre which resulted in the closure of the Court on 12, 15 and 16 January. We could not proceed with the hearing on 12 January, and on 15, 16, 17 and 18 January the hearing took place via Cloud Video Platform. The parties did not attend on 17 and 18 January, when the Tribunal deliberated and reached its decision.

13. On the afternoon of the 15 January, part way during the respondents' evidence, Mr Munro made an application on behalf of the respondent for the hearing to be adjourned until it was possible to return to an attended hearing in a court room. The reason for the application, Mr Munro told us, was that the respondents felt that they were at a disadvantage by giving witness evidence by CVP when the claimant had given his evidence in person. He submitted that the giving of evidence by CVP is on

a 'lesser footing' than evidence given in person but accepted that this was a perception of the respondents and did not identify how the evidence would be different if it were given in person.

14. Having adjourned to consider the issue, it was the unanimous decision of the Tribunal that we should continue with the hearing via CVP. CVP is an established and much used method of conducting Employment Tribunal hearings and Tribunals are used to hearing evidence by video. There is no inherent unfairness in evidence being given remotely. The Tribunal was concerned that if it granted the respondents' application, it would not be possible to conclude the hearing within the time allocated to it, and there was a significant risk that we would go part heard. This would result in additional cost for the parties, all of whom are represented, and in an additional burden on the Tribunal. It was not in the interests of justice or in line with the overriding objective to postpone the hearing until such time as the Court Centre reopened.
15. At the conclusion of the hearing the Tribunal delivered its judgment orally. The parties were then given time to try and agree the issue of remedy. They agreed that the amount of compensation the First Respondent should be ordered to pay to the claimant should be £20,000. The Tribunal was content to make an award in that agreed sum.

Identity of the respondents

16. The claim was issued against five respondents: Doncaster Mosque Trust, Mohammed Afzal, Seyed Tahir Ali Shah, Mohammed Sabir and Mohammed Jalaluddin Khan. In the Particulars of Response filed on behalf of the respondents by the solicitors who were then representing them, the respondents wrote that Doncaster Mosque Trust was a charitable trust.
17. At this hearing the respondents adduced evidence suggesting that Doncaster Mosque Trust is not in fact a charitable trust. It appears that it does not have legal personality but is an unincorporated association. It does not appear on Companies House register of companies nor on the Register of Charities. We were provided with a copy of its constitution and informed of the identity of the trustees.
18. We were told that the trust operates through a management committee which is chaired by Mohammed Athar Ahmad, and provided with a copy of the judgment in a previous Employment Tribunal claim (2801471/2009) in which the respondent was Mr M A Ahmad for and on behalf of the Trustees, Management committee and Members of the Doncaster Jahia Mosque.
19. In light of this evidence coming to light, the name of the First Respondent was amended to Mohammed Athar Ahmad acting on behalf of the trustees and management committee of the Doncaster Mosque Trust.

The issues

20. The issues that fell to be determined at the final hearing were identified at the Preliminary Hearing on 10 May. We discussed the list of issues during this hearing, and the parties confirmed that there was no change to it, save that:

1. The question of whether the claimant made protected disclosures has already been decided at a Preliminary Hearing in October 2023;
2. Mr Moore withdrew the claim for breach of contract; and
3. The claim for automatic unfair dismissal for asserting a statutory right was also withdrawn.

21. The issues that fell to be determined were therefore the following.

22. Time limits

1. Given the date the claim form was presented and the dates of early conciliation, any complaint about something that happened before **20 September 2022** may not have been brought in time.
2. Were the discrimination complaints made within the time limit in section 123 of the Equality Act 2010?
 - i. Was the claim made to the Tribunal within three months (plus early conciliation extension) of the act to which the complaint relates?
 - ii. If not, was there conduct extending over a period?
 - iii. If so, was the claim made to the Tribunal within three months (plus early conciliation extension) of the end of that period?
 - iv. If not, were the claims made within a further period that the Tribunal thinks is just and equitable? The Tribunal will decide:
 1. Why were the complaints not made to the Tribunal in time?
 2. In any event, is it just and equitable in all the circumstances to extend time?
3. Were the unauthorised deductions from wages and detriment complaints made within the time limit in sections 23 and 48 of the Employment Rights Act 1996?
 - i. Was the claim made to the Tribunal within three months (plus early conciliation extension) of the date of payment of the wages from which the deduction was made or the alleged detriment?
 - ii. In relation to the detriment claim, if not, was there a series of similar acts or failures and was the claim made to the Tribunal within three months (plus early conciliation extension) of the last one?

- iii. In relation to the unlawful deduction from wages claim, if not, was there a series of deductions and was the claim made to the Tribunal within three months (plus early conciliation extension) of the last one?
- iv. If not, was it reasonably practicable for the claim to be made to the Tribunal within the time limit?
- v. If it was not reasonably practicable for the claim to be made to the Tribunal within the time limit, was it made within a reasonable period?

23. Unfair Dismissal

1. Was the claimant dismissed?

i. Did the First Respondent do the following things:

1. Fail to pay the claimant wages of £500 a week;
2. Make unlawful deductions of £175 a week from the claimant's wages;
3. Fail to provide the claimant with a 3-bedroom accommodation;
4. Require the claimant to live in the office of the mosque;
5. Fail to deal with the claimant's complaints about deductions from his wages;
6. From the 3 January 2022 did the Second and Fourth respondents and Mr Faruk demonstrate an aggressive attitude towards the claimant;
7. On 13 January 2022 did Mr Faruk remark 'he's not one of us and you should stay away from him too';
8. Remove the claimant's Friday Prayer duty from 11 February 2022;
9. Did Mr Ali frown upon the claimant on 11 February 2022;
10. Fail to deal with complaints made by the claimant on 13 and 18 July 2022 about the mismanagement of funds;
11. Did the trustees ignore the claimant in meetings and speak in Punjabi;

12. Fail to deal with the claimant's complaint that he was being ignored in meetings;
13. On 18 February 2022 did the Fourth Respondent remark 'there's the door if you don't like it, you can leave any time you want';
14. On 21 July 2022 did the Fourth Respondent associate the claimant with Mr Jaafri suggesting that the claimant was following the same ideology as Mr Jaafri;
15. On 4 August 2022 did the Fourth Respondent remark 'we have plenty of Imams...nothing special about you...';
16. Give the claimant the ultimatum of accepting a lower status and lower paid role or resigning on 13 August 2022;
17. On 29 August 2022 did the Fourth Respondent remark that the claimant was not qualified; and/or
18. On 30 August 2022 did the Fourth Respondent remark 'it doesn't matter you need to go'?

ii. Did any of the above breach the implied term of trust and confidence? The Tribunal will need to decide:

1. Whether the First Respondent behaved in a way that was calculated or likely to destroy or seriously damage the trust and confidence between the claimant and the First Respondent; and
2. Whether it had reasonable and proper cause for doing so.

iii. Did the claimant resign in response to the breach?

iv. Did the claimant affirm the contract before resigning?

2. If the claimant was dismissed, what was the reason or principal reason for dismissal - i.e. what was the reason for the breach of contract?
3. Was the reason or principal reason for dismissal that the claimant made a protected disclosure?

24. Detriment (Employment Rights Act 1996 section 48)

1. Did the respondents do the following things:

- i. Side-line the claimant from February 2022 by removing him from collections duties?
- ii. Remove the claimant from his Friday Prayer duty on 11 February 2022?
- iii. On 11 February 2022 did Mr Ali frown upon the claimant?
- iv. Did the Second, Third, Fourth and Fifth Respondents 'give the claimant the cold shoulder'?
- v. Fail to deal with the claimant's complaint on 13 and 18 July 2022?
- vi. Ignore the claimant in meetings and speak in Punjabi?
- vii. Fail to deal with the claimant's complaint that he was being ignored in meetings?
- viii. On 18 February 2022 did the Fourth Respondent remark: 'there's the door if you don't like it, you can leave...'?
- ix. Exclude the claimant from meetings relating to financial affairs from April 2022?
- x. On 21 July 2022 did the Fourth Respondent associate the claimant with Mr Jaafri and suggest that the claimant followed the same ideology, which was unacceptable as their Imam?
- xi. On 4 August 2022 did the Fourth Respondent remark 'we have plenty of Imams in our families, nothing special about you...'?
- xii. On 13 August 2022 was the claimant removed from his role as Senior Imam and given an ultimatum of a lesser role or resigning?
- xiii. On 29 August 2022 did the Fourth Respondent falsely accuse the claimant of not being a qualified Imam?
- xiv. On 30 August 2022 did the Fourth Respondent remark 'it doesn't matter you need to go'?
- xv. On 30 August 2022 did the Fourth Respondent and Mr Ali refuse to accept the claimant's resignation letter unless he removed his reasons for resigning?

- xvi. On 31 August 2022 did the Fourth Respondent remark 'please leave now...?'
 - xvii. On 21 September 2022 did the Second Respondent ask the claimant to cancel a public meeting arranged for 25 September 2022?
 - xviii. On 21 September 2022 did the Second Respondent remark '...it's the Shia whose beliefs are different to ours'?
 - xix. On 25 September 2022 did Mr Ali remark 'Shias are taking over the mosque'?
 - xx. On 30 September 2022 did Mr Faruk comment 'you went behind the Shia...then you went on the Shia side'?
2. By doing so, did they subject the claimant to detriment?
3. If so, was it done on the ground that he made a protected disclosure?

25. Harassment related to religion (Equality Act 2010 section 26)

1. Did the respondents do the following things:
- i. On 13 January 2022 did Mr Faruk remark 'he's not one of us and you should stay away from him too'?
 - ii. On 21 July 2022 did the Fourth Respondent associate the claimant with Mr Jaafri, suggesting the claimant followed the same ideology which was unacceptable?
 - iii. On 21 September 2022 did the Second Respondent remark 'it's Shia whose beliefs are different to ours and he should be banned from attending this mosque. We did tell you to stay away from him'?
 - iv. On 25 September 2022 did Mr Ali remark 'Shias are taking over the mosque'?
 - v. On 30 September 2022 did Mr Faruk remark 'your biggest mistake is that you went behind Shia. I used to have respect for you but then you went on the Shia side'?
 - vi. Remove the claimant from his role as Senior Imam and give him the ultimatum or a lessor role or resigning?
 - vii. Constructively dismiss the claimant?

2. If so, was that unwanted conduct?
3. Did it relate to religion? The claimant describes his religion as Muslim of the Sunni ideology.
4. Did the conduct have the purpose of violating the claimant's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for the claimant?
5. If not, did it have that effect? The Tribunal will take into account the claimant's perception, the other circumstances of the case and whether it is reasonable for the conduct to have that effect.

26. Unauthorised deductions

1. Did the First Respondent make unauthorised deductions from the claimant's wages and if so, how much was deducted?
2. The claimant says the First Respondent made unauthorised deductions of £175 per week from his salary throughout the time that he was employed by the First Respondent, with the last deduction being made on or around 30 September 2023.

Findings of fact

27. The following findings of fact are made on a unanimous basis, except where expressly indicated otherwise.
28. When making our findings of fact we have largely had to rely upon the oral evidence given by the witnesses. There was relatively little documentary evidence before us and no minutes at all of any meetings. The respondents' witness statements were extremely short and did not address many of the issues before us.
29. There was very little contemporaneous documentary evidence and this has impeded the task of the Tribunal. We were provided with transcripts of conversations that had been secretly recorded by the claimant at a time when he had resigned from his employment and knew that he would be leaving. They are self-serving documents and we have treated them with caution.
30. The claimant is a Sunni Muslim. He was employed as an Imam and teacher at Doncaster Jamia Mosque from 18 December 2020 until 30 September 2022. At no point during his employment was the claimant provided with a written contract of employment or a statement of employment particulars.
31. The claimant was employed to work five days a week and was, initially at least, not

required to work at weekends. The claimant's duties included leading prayers, collecting donations and teaching children in the mosque's school.

32. The claimant, understandably, believed that he was employed by Doncaster Mosque Trust. Payments to him were made from a bank account in the name of Doncaster Mosque Trust and Doncaster Mosque Trust was named on his payslips and on the salary cheques given to him.
33. The governance and operational arrangements of the Mosque were however far from clear. Contradictory and at times confusing evidence was given by the respondents' witnesses.
34. In fact, Doncaster Mosque Trust is not a legal entity but is instead an unincorporated association which operates through its management committee and trustees. This was not made clear to the claimant at any point during his employment, and indeed only came out part way during the final hearing of this claim.
35. Doncaster Mosque Trust has a written constitution. Its trustees are currently Mr Sabir (the Fourth Respondent) and Mr Jalaluddin Khan (the Fifth Respondent). Mr Khan is the chairman of the Trust. He lives in Cardiff and has limited involvement in the operation of the Mosque on a day to day basis. He does however have final say on important issues.
36. Mr Afzal is a volunteer who has worked for the Mosque on a voluntary basis for approximately 20 years. He was given authority to act on behalf of the First Respondent, including in relation to the recruitment of the claimant. He is a prominent member of the Mosque and actively involved in its management.
37. Mr Farooq was also a volunteer at the Mosque. He acted as cashier and was responsible for handling the Trust's money, including donations.
38. It appears that the Mosque is run on a day to day basis by a management committee of up to 13 people at any time, all of whom are volunteers. They are assisted by additional volunteer members of the congregation on an ad hoc basis. Mr Afthar was chairman of the management committee from 2000 until January 2022. Ultimately responsibility for the Mosque lies with the trustees and the property owned by the Mosque is held in the name of the trustees.
39. The claimant had previously worked at the Mosque between March 2004 and October 2006. At that time he had been provided with accommodation in a house at 131 Milton Walk. He was paid £175 a week in salary and £75 was paid by the Mosque directly to the landlord of the property by way of rent. There was also evidence in the bundle before us of another Imam, who worked for the respondent between 2006 and 2009, having been paid £175 a week plus rent for his accommodation.
40. In December 2020 discussions took place between the claimant, Mr Afzal and Mr Athar Ahmed, who were members of the Mosque's management committee, about

the claimant returning to work as imam at Doncaster Mosque Trust. The claimant says that during this meeting he was promised a salary of £500 net a week, plus a three bedroomed house. He alleges that the respondent deducted £175 a week from his wages to cover the cost of accommodation in a three bedroomed house that he was not provided with.

41. Mr Athar Ahmed's evidence was that during the meeting they had agreed a wage of £300 a week and that the claimant would live in the Mosque free of charge from Monday to Friday. At the time the Mosque did not have another property for the imam to live in. The previous imam had been paid £300 a week and provided with accommodation in the Mosque and the same arrangement was proposed for the claimant. Mr Afzal's evidence was that there had never been any discussion about a salary of £500, but rather it was agreed that the claimant would be paid £300 a week.
42. The claimant travelled back to Dewsbury every weekend to care for his mother. Shortly after returning to work at the Mosque, the claimant approached Mr Athar Ahmed and asked if his salary could be increased by £25 to cover the costs of travel home to Dewsbury at weekends. This was immediately agreed. The claimant was subsequently paid £325 a week net.
43. There was a direct conflict of evidence between the parties as to what was agreed in relation to the claimant's wages. On balance we prefer the respondents' evidence on this issue. The respondents' evidence was consistent on the question of what was agreed with the claimant at the time – namely £300 a week initially, increased to £325 at the claimant's request. The payslips that were before us were consistent with the claimant being paid £325 a week and make no mention of deductions for rent. They show a gross monthly pay of £1,631.99. The only deductions are for tax and national insurance.
44. We therefore find on balance that it was agreed at the start of the claimant's employment that he would initially be paid £300 a week, (subsequently increased to £325 at the claimant's request) and provided with free accommodation in the Mosque.
45. We also find that there was a discussion about the possibility of the claimant being provided with a house. The accommodation in the Mosque was only ever intended to be temporary. Mr Khan, in his evidence to the Tribunal, referred to it as such.
46. We find that at the start of his employment the claimant was told that he would be provided with a three bedroomed house, when one became available. It was the intention of the Mosque to purchase a house for the Imam to live in, and the claimant understandably had an expectation that he would move into the house when it was available. When he had previously worked for the Mosque a house was part of the package provided for the Imam.
47. The claimant suggested that he was told the house would be available within 2 or 3 weeks. We find that not to be the case. It would not have been practicable to source a three bedroomed house within such a short period of time. The claimant was

offered temporary accommodation living in the Mosque until the house became available. The accommodation comprised a private bedroom, a bathroom and a shared kitchen.

48. The claimant was not required to sleep in the office of the Mosque. He was offered and agreed to live in the mosque free of charge and was provided with a bedroom that had previously been an office, and access to a bathroom and kitchen. The claimant was free to leave the Mosque every weekend, and did so, travelling back to Dewsbury to care for his mother at weekends.
49. The claimant was not provided with a house at any time during the course of his employment. He remained living in the temporary accommodation in the Mosque until the termination of his employment.
50. The claimant alleged that he made complaints about deductions from his wages, that the respondent failed to deal with. We find that the claimant did not in fact make complaints about deductions from his wages.
51. The claimant's evidence that he complained about the alleged deduction from his wages as early as January 2021 was not credible, as the evidence before us indicated that he was not paid at all until March 2021. No complaint about wages was made until July 2022 when he complained to Mr Khan. At that time he complained to Mr Khan that Imam Ali was paid more, and not about any alleged deduction for housing costs.
52. The only time the claimant complained about pay was when there was a delay in paying him his wages, when he complained to Mr Afzal. Once he was paid, he made no further complaints. It is incredible that, if there was such a significant difference between what had been agreed and what he was paid, he would not have challenged it.
53. It is not, in our view, plausible that if the claimant had been promised £500 but only paid £325 he would not have raised it sooner. He was not shy of asking for more money at the start of his employment, or of raising financial issues, as demonstrated by the protected disclosures that he made during the course of his employment.
54. The only complaints that the claimant made about wages were in relation to delays in paying the wages and in providing payslips. There was evidence in the bundle of messages between the claimant and Mr Athar in which the claimant was asking for payslips, and the respondents admitted that there was some delay in paying the claimant initially, but there was no documentary evidence to support the claimant's assertion that he had repeatedly complained about deductions being made from his wages. The respondents' evidence was consistent, that the claimant had not made any complaints about deductions from his wages. The claimant did however repeatedly have to request his payslips. Those payslips showed deductions for tax and national insurance only.
55. Mr Jalaluddin Khan's evidence, which we accept, was that the claimant raised the

issue of wages with him in July 2022 in a telephone conversation, but that the only issue he raised at that stage was that the other Imam, Imam Ali, was being paid more than he was.

56. The claimant also alleged that, from 3 January 2022, the Second and Fourth Respondents and Mr Farooq demonstrated an aggressive attitude towards the claimant. This is a generalised allegation and the only specific example given by the claimant was an incident involving Mr Farooq on 13 January 2022. This incident was not put to Mr Farooq in cross examination.
57. There is insufficient evidence before us for us to find that all three of those individuals demonstrated an aggressive attitude towards the claimant. We find that they did not.
58. It was clear from the respondents' evidence that all of the respondents' witnesses, with the possible exception of Mr Ali, had considerable respect for the claimant as their imam.
59. On 29 October 2021 the claimant made a protected disclosure when he told Mr Farooq that the trustees had a duty to keep proper financial records and to properly account for all funds received and were failing to do so.
60. Shortly after that conversation took place the First Respondent began recruiting for another Imam to work in the mosque
61. Discussions took place with Imam Ali, who was known to the trustees and management committee as he is the son of a volunteer at the mosque. It was agreed that imam Ali would begin working at the mosque in February 2022 and that he would be self-employed rather than an employee. It was also agreed that he would be paid £2,000 a month for consultancy services. He was therefore paid approximately £400 a month gross more than the claimant.
62. Imam Ali's salary was subsequently increased to £2,500 when Imam Ali's wife also began providing services to the Mosque. Imam Ali initially lived in temporary accommodation in the Mosque, alongside the claimant, but he and his family were subsequently provided with accommodation in a house purchased on behalf of the Trust. He continues to live there and pays £500 a month in rent for the accommodation.
63. Matters began to change for the claimant after imam Ali was appointed. Until February 2022 the claimant had been responsible for conducting Friday prayers at the mosque. Friday prayers are the most important and well attended prayers of the week, with many hundred attendees present. It is also the occasion on which the highest number of donations are received.
64. On 11 February 2022 having noticed that donations that were given to Imam Ali were not being logged, the claimant told Imam Ali that he was not logging cash donations, and that all cash donations had to be logged as it was a public duty to do so. He reminded him that he should make sure he kept logs of all the donations since he

had announced that he was now in charge of donations. This was the second of the protected disclosures made by the claimant.

65. From 11 February 2022 Friday prayers were conducted by Imam Ali instead of the claimant. Mr Ali was also made responsible for collecting donations on Fridays instead of the claimant. This was partly to introduce the new Imam to the congregation, and partly because Imam Ali was considered to be a very effective fund raiser and the Trust wanted to raise additional funds for a number of projects, including the purchase and renovation of a house for the Imam to live in, the renovation of a former church hall next to the mosque and developments in the madrasah or religious school operated by the Mosque. A significant factor in the decision to remove Friday prayer and Friday collections duties from the claimant was the protected disclosures that he had made.
66. The claimant alleged that on 11 February 2022 imam Ali frowned at the claimant. There was however insufficient evidence before us to conclude that that incident occurred.
67. The claimant also alleged that he was excluded from meetings related to financial affairs from April 2022. There was however no evidence before us of meetings to discuss financial affairs taking place. There was insufficient evidence before us to conclude that the claimant was excluded from meetings related to financial affairs.
68. On 18 April 2022 the claimant made a further protected disclosure during a meeting at which Mr Sabir, Mr Afzal, Imam Ali and the claimant were present. During that meeting the claimant told the others that people had been asking him about the extra donation appeals that were taking place and about what had happened to the funds already raised, and why another appeal was being made for more funds. The claimant also said that the public were asking why they were starting a new project (the house) when the previous project (renovating the building next to the Mosque) had not been completed, and wanted to know where the donations were going. He also said that the congregation was concerned that the trustees had not used £35,000 that had been raised for the purpose they said they would.
69. There was no evidence before us of the respondents taking any action to try and resolve the concerns about financial management that the claimant was raising.
70. The claimant also alleged that on 13 and 18 July 2022 he made complaints about the mismanagement of funds and about being given the cold shoulder. He said he told Dr Seyed Tahir Ali Shah on 13 July and Mr Mohammed Jalaluddin Khan on 18 July 2022.
71. In his witness statement the claimant said that on 13 July he raised the issue of being given the cold shoulder in Thursday meetings with Mr Shah, and that he raised the same issue with Mr Jalaluddin Khan on 18 July. He did not however in his witness statement refer to making complaints about the mismanagement of funds on 13 and 18 July 2022. Dr Shah did not attend the hearing or give evidence. Mr Khan's evidence to the Tribunal was that he spoke to the claimant on or around 18 July and

that during the conversation the only issue raised by the claimant was that imam Ali was being paid more than him. Mr Khan subsequently looked into that issue and was assured that the discrepancy in pay was not as significant as the claimant had suggested because the claimant was paid net whereas, as a consultant, imam Ali was paid gross and had to account for his own tax and national insurance.

72. The claimant also said in his witness statement that he complained to both Mr Shah (on 13 July) and to Mr Khan about the deduction from his wages for accommodation and for not
73. The majority of the Tribunal preferred the evidence of the claimant on this issue and found on the balance of probabilities that the claimant did raise the issue of financial mismanagement with Dr Shah on 13 July and with Mr Khan on 18 July.
74. The minority of the Tribunal found that the claimant did not raise the issue of financial management with Dr Shah on 13 July and with Mr Khan on 18 July.
75. Meetings took place in the Mosque between members of the management committee at which the claimant was present. These meetings were conducted in a mixture of Punjabi, Urdu and English, as different languages are spoken by different committee members and trustees.
76. The majority of the Tribunal finds, on balance, that there was insufficient evidence before us to conclude that the claimant was ignored in meetings and that conversations took place in Punjabi deliberately to exclude him. Imam Ali's evidence, which the majority of the Tribunal accepts on this issue, was that meetings at which the claimant was present took place in English and Urdu.
77. The minority of the Tribunal found that the claimant was ignored in meetings and that trustees spoke on occasion in Punjabi which had the effect that the claimant was not able to participate in the discussion at that point.
78. The claimant alleges that the respondent failed to deal with his complaint that he was being ignored in meetings. On balance we accept the claimant's evidence that he did complain about being ignored in meetings. There was no evidence before us however as to the nature of these meetings. They appear to be informal. They were certainly not minuted. The claimant did not put his concerns in writing at any point, nor did he raise a formal grievance.
79. The respondents did not take action in relation to the complaints about financial matters that were raised by the claimant. They did not progress the accommodation issue and offer him the three bedroomed house – that was eventually offered to imam Ali.
80. In February 2022 a conversation took place between the claimant and Mr Sabir. Mr Sabir wanted the claimant to work weekends. The claimant was not able to work weekends because he cared for his mother in Dewsbury at weekends. He said that he could not work weekends. The claimant's evidence was that during a

conversation in February, Mr Sabir told him ‘there’s the door if you don’t like it, you can leave any time you want’. Mr Sabir denied making this comment.

81. There was therefore a direct conflict of evidence on this issue. We found Mr Sabir to be an elusive witness who on many occasions did not answer the question that was put to him. In contrast, the claimant’s evidence on this issue was clear and specific. We prefer the claimant’s evidence on this issue and find that Mr Sabir did make that comment to the claimant.
82. One of the active members of the congregation who attended the Mosque regularly was a Mr Jaafri, who is a Shia Muslim. The majority of the congregation of the mosque is Sunni and one of the objectives of the Trust, as set out in its constitution, is “*To establish a Jamia Mosque and other institutions under the light and guidance of the Ulama-e-Deoband (the learned scholars of Islam following Deobandi school of thought)*”. The Deobandi school of thought is Sunni, and the Mosque is therefore established as a Sunni mosque, although it is also open to Shia Muslims.
83. The claimant is a Sunni Muslim. He did however have a good personal relationship with Mr Jaafri. Mr Jaafri approached the claimant for support with raising funds for the establishment of a Sunni mosque in Skegness. The claimant asked for permission to do this and it was refused.
84. Mr Jaafri was perceived by some, including some trustees and members of the management committee, as a trouble maker. We find, on balance, that Mr Sabir did discourage the claimant from associating with Mr Jaafri, but that the main reason for this was that Mr Jaafri was perceived as being a trouble maker. We do not find that Mr Sabir suggested that the claimant was following the same ideology as Mr Jaafri. Mr Sabir knew that the claimant was a Sunni Imam, and he would not have been employed had he been considered to have Shia beliefs or sympathies.
85. The claimant alleged that on 4 August 2022 Mr Sabir made the comment “we have plenty of imams....nothing special about you”. Mr Sabir admitted in his evidence that he had made this comment to the claimant and we find that he did.
86. Following the appointment of imam Ali the relationship between the claimant and the respondents appeared to deteriorate. It was apparent that imam Ali was the preferred imam, as he was given the high profile job of Friday prayers and paid more than the claimant. It is understandable that the claimant felt side-lined following the appointment of imam Ali as duties were removed from him and assigned to Mr Ali.
87. On the 11th of August there was a meeting at which the claimant was present together with imam Ali, imam Ali’s father, Mr Sabir, Mr Farooq and a Mr Imran. That meeting took place in Punjabi and, at the end of the meeting, Mr Ali said to the claimant “just to keep you in the loop, the trustees are actively looking for another imam”. The meeting then dispersed as the call to prayer had just taken place.
88. The following day the claimant asked Mr Afzal where he stood. Mr Afzal said that was the first he had heard about another imam being appointed.

89. The claimant then went on holiday for two weeks. Whilst he was away, on Saturday 13th August, Mr Ali sent a WhatsApp message to the claimant in which he wrote:

*“As you are on holiday I just wanted to send you the details to what we discussed yesterday. Please could you let me know of your decision by latest *Friday 19th August 2022*”*

You can call or text to inform me

Roles & Responsibilities from 29th August 2022

1. Full time Madrasah Teacher

2. Your job will be to teach the class allocated to you....

7. Madrasah will start at 5pm and finish at 7pm, we expect staff to arrive 15 minutes early and leave madrasah 15 minutes after classes finish

8. Your point of contact will be myself....

9. You will be given a full Madrasah salary at the standard Madrasah rate of £10 per hour....

10. Staff are not paid during the holidays unless the policy changes

*11. Your duties *doesn't include* any leading of Salah, Jummah, Eid, Janazah, Talks/events/Halaqas/Duroos...*

12. The Masjid Management are happy for you to use the Masjid accommodation...

If you decide not to take up the Madrasah role we humbly request you provide us with the following

1. A written resignation signed and dated

2. Any keys or masjid belongs to be returned....”

90. Imam Ali sent this message without having discussed it or shared it with Mr Jalaluddin Khan, the chairman of the Trust. Mr Khan, in his evidence, said that he would not have expected the message to have been sent, and that Imam Ali did not have the authority to send it. Mr Khan did not know about the message before it was sent and referred to it as a mistake on the part of Imam Ali. When asked who had given him authority to send the message, Imam Ali referred to members of the management committee, but he accepted that he should have consulted with Mr Khan before sending the message.

91. It appears that Imam Ali wanted to become the senior Imam at the Mosque by removing the claimant from his public facing duties and making the claimant subservient to Imam Ali.

92. The claimant replied on 19 August 2022. In his reply he wrote:

“...My views regarding the message I received from you last week which seems to me like you are giving me an ultimatum.

Firstly I would like to bring your attention to the timing and manner in which this ultimatum was relayed to me, and not directly from any of the members of the Doncaster Mosque Trust who are my employers.

It was very sudden, you mentioned a day before I took two weeks from my annual leave that the Masjid Trustees and management might be looking for a new Imam, you were the only source of this information.

Secondly to clarify I spoke to Uncle Afzal after the meeting on Friday (1 – and asked him where I stand regarding the news of a new Imam, according to him this was the first time he heard about it too and there had been no consultation amongst the Trustees regarding this.

My understanding is this was only briefly mentioned by yourself without any consultation, and that was the very first time it was brought to my knowledge (11/08)

I would've appreciated it if one of the Trustees confirmed this, either when you said it in the meeting or thereafter, this has left many blanks.

Also you knew I was going on a two week leave and would not be present in the upcoming meetings.

Since it was not discussed by the Trustees in the meeting and I have many questions unanswered, there is a dire need to hold a meeting with all the Trustees upon my return...”

93. The claimant returned from holiday on 29 August 2022 and discovered that a new Imam had been recruited to replace him, who was a relative of Mr Sabir.

94. When the claimant returned to work on 29 August he spoke to Mr Sabir and Mr Shah Mr Sabir commented to Mr Shah and he was incapable of leading imam duties and was not a qualified scholar. This led to Mr Shah questioning the claimant the next day as to whether he was properly qualified as an Islamic scholar. The claimant found this upsetting because he is a qualified scholar and a graduate of Darul Uloom an Islamic Seminary in Bury. By this stage he had worked at the Mosque for approximately four years (including the earlier period) and there was no evidence to suggest that his qualifications and suitability for the role had ever previously been challenged.

95. We find on balance that during a conversation on 30 August 2022 Mr Sabir also commented to the claimant that he needed to go, and that the following day Mr Sabir asked the claimant to leave now. A new Imam was already in place when the claimant returned from holidays, and Mr Sabir was concerned that the claimant's

continued presence within the Mosque would cause disruption because of growing public disquiet about the claimant's treatment.

96. In light of the ultimatum sent by Imam Ali that the claimant should accept a job in the Madrasah at £10 an hour, and cease performing all imamat duties immediately, or resign, the claimant felt that he had no option but to resign.

97. On 31 August 2022 the claimant resigned from his role in a letter of resignation which contained the following:

"this letter is in regard to the message I received during my holidays and the clarification given to me by yourselves upon my return to work.

It is with great sadness that I am left with no choice but to hand in my notice from my position as Imam of Doncaster Jamia Mosque. This was not an easy decision for me to make.

As per our agreement, I am providing the Trustees of Doncaster Jamia Mosque with one months' notice as of yesterday. During this period I will be continuing with my duties as well as looking for a new position elsewhere..."

98. The claimant worked his notice period and his employment ended on 30 September 2022.

99. After he sent the resignation letter in, the claimant was asked to change the contents of the letter. Initially Mr Sabir and Mr Ali told the claimant that they would not accept the letter unless he made changes to the first two paragraphs such that he said he was leaving for personal reasons. The claimant refused to do this. He was not leaving for personal reasons but because he had been forced to resign.

100. It was not until 30 September 2022, the last day of the claimant's employment, that a letter was sent to the claimant acknowledging his resignation. In the letter of 30 September, which was sent by Mr Jalaluddin Khan, Mr Khan wrote:

"...We note your desire to move on....

Your comments and Duas are well noted and received and know also that you take with you our most heartfelt Duas also for your future wherever you may decide to go. We wish you all the success going forward but we understand it is not always easy moving on and should you ever feel like you would wish to return I am sure we could find a position for you to fill..."

101. The claimant's resignation caused concern amongst some members of the Mosque's congregation. There was also unease and unhappiness in some quarters about the claimant's departure. On 22 September Mr Athar, the former chairman of the management committee, sent messages to the claimant in which he referred to the claimant's resignation as 'sad news' and suggested that the claimant 'should stick it out'. There was clearly a lot of respect for the claimant amongst members of the

congregation who held him in high esteem. There was also evidence before us of protests about the claimant's departure, including a petition asking for him to be reinstated.

102. On 25 September a public meeting took place to discuss the claimant's departure at the request of members of the local community. The claimant alleged that on 21 September Mr Afzal asked him to cancel the meeting. He had secretly recorded a conversation that he had with Mr Afzal on the 21st at which the forthcoming meeting was discussed. There is no record in the transcript of that conversation of Mr Afzal asking the claimant to cancel the meeting. Mr Afzal denied making that comment. We therefore find that the claimant was not asked by Mr Afzal to cancel the meeting.
103. The claimant also alleged that on 21 September Mr Afzal commented that "it's the Shia whose beliefs are different to ours". We were provided with a transcript of a conversation on 21 September during which it is recorded that Mr Afzal commented "*Because he's (Mr Jaafri's) got a complete different err... beliefs, and he's, he's the one doing it, most of it*" and "*...long time before I said to Athar (Chairman) I said, that person need banned from the mosque*". We find that Mr Afzal did refer to Mr Jaafri having different beliefs, and that this was a reference to the fact that he is a Shia Muslim. We also find that Mr Afzal did, as the claimant alleges, comment on 21 September that Mr Jaafri should be banned from attending the mosque.
104. There is however no record in the transcript of Mr Afzal commenting, as the claimant alleges, that "*We did tell you to stay away from him*". We therefore find that that comment was not made.
105. After he resigned, the claimant was asked to make a public announcement that he was leaving for personal reasons. He refused to do so.
106. The claimant gave evidence that on 25 September Mr Ali told Mr Hessen and Mr Deyaf, with reference to the claimant, that 'Shias are taking over the mosque'. Mr Ali denied making this comment, and we also heard evidence from Mr Hessen on that issue also. We find, on balance, that this comment was not made by Mr Ali. There was no evidence whatsoever to suggest that there was any Shia attempt to take over the mosque. All of the trustees are Sunni Muslims, and the constitution of the mosque makes clear that the mosque is Sunni. There was only one Shia Muslim who was known to regularly attend the Mosque, Mr Jaafri.
107. The claimant alleged that on 30 September 2022 Mr Farooq said "*Your biggest mistake is that you went behind the Shia. I used to have respect for you but then you went on the Shia side.*" In his evidence to the Tribunal Mr Farooq admitted saying to the claimant that he went behind the Shia and went on the Shia side. We therefore find that Mr Farooq did say to the claimant on 30 September 2022 that he went behind the Shia and went on the Shia side.
108. The claimant alleged that on 13 January 2022 he asked Mr Sabir, Mr Afzal and Mr Farooq about a request made by Mr Jaafri for permission to make a fund-raising appeal for funds for a new mosque in Skegness and that Mr Farooq remarked "he is

not one of us and you should stay away from him too”. That allegation was not put directly to Mr Farooq, and his witness statement did not refer to it. Mr Farooq accepted when giving evidence however that he did think the claimant was too close to Mr Jaafri and that he had made comments about Shia Muslims on other occasions. In light of the lack of any denial from Mr Farooq in his witness statement that he made the comment, and in light of other comments made by Mr Farooq about Shias, we find on balance that this comment was made.

109. The claimant also alleged that on 21 July 2022 Mr Sabir associated the claimant with Mr Jaafri, suggesting the claimant followed the same ideology which was unacceptable. We find on balance that there were concerns about the claimant associating with Mr Jaafri this was partly because Mr Jaafri was perceived as being a trouble maker and partly because he is a Shia Muslim.

110. Mr Sabir did associate the claimant with Mr Jaafri, but that was not because of belief. We find that Mr Sabir did not suggest that the claimant followed the same ideology as Mr Jaafri. Everyone knew that the claimant follows the Sunni ideology. That was never in doubt.

111. The claimant was upset and humiliated by any suggestion that, as a Sunni Imam, he associated with Shia religious ideology.

112. The claimant was aware of the right to bring a claim to an Employment Tribunal and, from early or mid-October 2022, knew of the three month time limit for doing so.

The Law

Time limits

113. Time limit for presenting claims for unlawful detriment contrary to section 47A of the Employment Rights Act 1996 (“**the ERA**”) are set out in section 48(3) of the ERA which provides that:

“An employment tribunal shall not consider a complaint under this section unless it is presented –

- (a) Before the end of the period of three months beginning with the date of the act or failure to act to which the complaint relates or, where that act or failure is part of a series of similar acts or failures, the last of them, or*
- (b) Within such further period as the tribunal considers reasonable in a case where it is satisfied that it was not reasonably practicable for the complaint to be presented before the end of that period of three months.”*

114. Section 123(1) of the Equality Act 2010 provides that complaints of discrimination may not be brought after the end of:

*“(a) the period of 3 months starting with the date of the act to which the complaint relates, or...
(b) Such other period as the employment tribunal thinks just and equitable.”*

115. Section 123 (3) states that:

*“(a) conduct extending over a period is to be treated as done at the end of the period;
(a) Failure to do something is to be treated as occurring when the person in question decided on it.”*

116. In discrimination cases therefore, the Tribunal has to consider whether the respondent did unlawfully discriminate against the claimant and, if so, the dates of the unlawful acts of discrimination. If some of those acts occurred more than three months before the claimant started early conciliation the Tribunal must consider whether there was discriminatory conduct extending over a period of time (i.e., an ongoing act of discrimination) and / or whether it would be just and equitable to extend time. Tribunals have a discretion as to whether to extend time but exercising that discretion should still not be the general rule. There is no presumption that the Tribunal should exercise its discretion to extend time: ***Robertson v Bexley Community Centre t/a Leisure Link [2003] IRLR 434.***

117. Factors that are relevant when considering whether to extend time include:

1. The length of and reasons for the delay in presenting the claim;
2. The extent to which the cogency of the evidence is likely to be affected by the delay;
3. The extent to which the respondent cooperated with any requests for information;
4. How quickly the claimant acted when he knew of the facts giving rise to the claim; and
5. The steps taken by the claimant to obtain professional advice once he knew of the possibility of taking action.

118. In ***Hendricks v Metropolitan Police Commissioner [2002] EWCA Civ 1686*** the court held that in order to prove that there was a continuing act of discrimination which extended over a period of time, the claimant has to prove firstly that the acts of discrimination are linked to each other and secondly that they are evidence of a continuing discriminatory state of affairs.

119. Time limits for presenting claims are a jurisdictional issue (***Rodgers v Bodfari (Transport) Ltd 1973 325 NIRC***) and if a claim is out of time, the Tribunal must not hear it.

120. In cases, such as the claim for whistleblowing detriment, in which a question arises as to whether it was reasonably practicable for the claimant to present his claim on time, there are three general principles that fall to be considered –

1. The question of reasonable practicability should be interpreted liberally in favour of the claimant;
2. It is a question of fact as to whether it was reasonably practicable for the claimant to present his claim on time; and
3. It is for the claimant to prove that it was not reasonably practicable for him to present his claim on time.

121. In ***Palmer and another v Southend-on-Sea Borough Council [1984] ICR 372***, the Court of Appeal concluded that 'reasonably practicable' does not mean 'reasonable' or 'physically possible', but rather 'reasonably feasible'.

122. In a detriment claim, if the Tribunal finds that the last alleged detriment in a series of detriments is not on the ground of protected disclosures, the Tribunal cannot extend time for earlier, proven, acts of detriment that are out of time unless it is persuaded that it was not reasonably practicable for the claimant to submit his claim in relation to the earlier allegations in time and that he presented it within such further period as was reasonable.

Burden of proof

123. Section 136(2) of the Equality Act 2010 sets out the burden of proof in discrimination claims, with the key provision being the following:

"(2) If there are facts from which the court could decide, in the absence of any other explanation, that a person (A) contravened the provision concerned, the court must hold that the contravention occurred.

(3) But subsection (2) does not apply if A shows that A did not contravene the provision..."

124. There is, in discrimination cases, a two-stage burden of proof (see ***Igen Ltd (formerly Leeds Careers Guidance and others v Wong [2005] ICR 931*** and ***Barton v Investec Henderson Crosthwaite Securities Ltd [2003] ICR 1205*** which is generally more favourable to claimants, in recognition of the fact that discrimination is often covert and rarely admitted to.

125. In the first stage, the claimant has to prove facts from which the tribunal could decide that discrimination has taken place. If the claimant does this, then the second stage of the burden of proof comes into play and the respondent must prove, on the balance of probabilities, that there was a non-discriminatory reason for the treatment.

126. The Supreme Court has more recently confirmed, in ***Royal Mail Group Ltd v Efofi [2021] ICR 1263***, that a claimant is required to establish a prima facie case of discrimination in order to satisfy stage one of the burden of proof provisions in section 136 of the Equality Act. So, a claimant must prove, on the balance of

probabilities, facts from which, in the absence of any other explanation, the employment tribunal could infer an unlawful act of discrimination.

127. The Tribunal has the power to draw inferences of discrimination where appropriate. Inferences must be based on clear findings of fact and can be drawn not just from the details of the claimant's evidence but also from the full factual background to the case.

Automatic constructive unfair dismissal

128. Where an employee resigns, as the claimant in this case did, he can still claim unfair dismissal if he can establish that his resignation falls within section 95(1)(c) of the Employment Rights Act 1996, which provides that:

“(1) For the purposes of this Part an employee is dismissed by his employer if....

(c) the employee terminates the contract under which he is employed (with or without notice) in circumstances in which he is entitled to terminate it without notice by reason of the employer's conduct.”

129. The questions that the Tribunal needs to consider in a constructive dismissal claim in which, as in this case, the claimant alleges that the respondent breached the implied term of trust and confidence, are:

1. Did the respondent behave in a way that was calculated or likely to destroy or seriously damage the trust and confidence between the claimant and the respondent;
2. Did the respondent have reasonable and proper cause for doing so;
3. Did the claimant resign in response to the breach of contract by the respondent; and
4. Did the claimant affirm the contract before resigning?

130. It is well established that a course of conduct by an employer can, when looked at as a whole, amount to a fundamental breach of contract even if the 'last straw' incident which prompts the employee to resign is not in itself a breach of contract (***Lewis v Motorworld Garages Ltd [1986] 157 CA***).

131. However, where the employee lacks the requisite continuous service to claim ordinary unfair dismissal, he has the burden of proving, on the balance of probabilities, that the reason for dismissal was an automatically unfair reason — ***Smith v Hayle Town Council 1978 ICR 996, CA***.

132. Section 103A of the ERA provides that *“An employee who is dismissed shall be regarded for the purposes of this Part as unfairly dismissed if the reason (or, if more than one, the principal reason) for the dismissal is that the employee made a protected disclosure.”*

Whistleblowing Detriment

133. Section 47B of the ERA contains the right not to be subject to whistleblowing detriment, the relevant provisions being the following:

“(1) A worker has the right not to be subjected to any detriment by any act, or any deliberate failure to act, by his employer done on the ground that the worker has made a protected disclosure.

(1A) A worker (“W”) has the right not to be subjected to any detriment by any act, or any deliberate failure to act, done –

(a) by another worker of W’s employer in the course of that other worker’s employment, or (b) by an agent of W’s employer with the employer’s authority, on the ground that W has made a protected disclosure.

(1B) Where a worker is subjected to detriment by anything done as mentioned in subsection (1A), that thing is treated as also done by the worker’s employer

(1C) For the purposes of subsection (1B), it is immaterial whether the thing is done with the knowledge or approval of the worker’s employer....

(2) This section does not apply where –

(a) the worker is an employee, and

(b) the detriment in question amounts to a dismissal....”

134. Section 48 (1A) of the ERA gives workers the right to make a complaint to an Employment Tribunal that they have been subjected to a detriment contrary to section 47A. Section 48(2) provides that in a detriment claim under section 47A “*it is for the employer to show the ground on which any act, or deliberate failure to act, was done.*” As a result of this provision if the claimant establishes on the balance of probabilities that there was a protected disclosure and a detriment, the burden of proof passes to the employer to show that the claimant was not subjected to the detriment on the ground that he made the protected disclosure. It does not however mean that a detriment claim will succeed ‘by default’ if there is no evidence as to why the respondent subjected the claimant to the detriment (***Ibekwe v Sussex Partnership NHS Foundation Trust EAT 0072/14***).

135. The question for the Tribunal is what, consciously or unconsciously, was the reason for the detrimental treatment. In order for the claim to succeed the protected disclosures must be the ‘real reason’ or the ‘core reason’ for the treatment (***Aspinall v MSI Mech Forge Ltd EAT 891/01***). In ***Fecitt and others v NHS Manchester (Public Concern at Work intervening) [2010] ICR 372*** Elias LJ summarised the causation test in whistleblowing detriment claims as being ‘did the protected disclosure materially (in the sense of more than trivially) influence the respondent’s treatment of the claimant.

136. In ***London Borough of Harrow v Knight [2003] IRLR 140*** the EAT held that in order for a claim for detriment to be successful, the following elements must be present:

1. The claimant must have made a protected disclosure;
2. He must have suffered an identifiable detriment;
3. The employer, worker or agent must have subjected the claimant to that detriment by some act or deliberate failure to act; and
4. The act or deliberate failure to act must have been done on the ground that the claimant made the protected disclosure.

137. A 'detriment' can include putting the claimant at a disadvantage and should be assessed from the claimant's perspective (***Ministry of Defence v Jeremiah [1980] ICR 13*** and ***Shamoon v Chief Constable of the Royal Ulster Constabulary [2003] ICR 337***). It can include matters that may appear to be minor to an observer, although the seriousness of the detriment will be relevant to the question of compensation.

138. The Tribunal can draw an inference in detriment claims. In ***International Petroleum Ltd and others v Osipov and others EAT 0058/17*** the EAT held that the correct approach when drawing inferences in a detriment claim is as follows:

1. It is for the claimant to show that the protected disclosure is a ground or reason (that is more than trivial) for the detriment;
2. The respondent must be prepared to show why the detrimental treatment was carried out. If it does not do so, inferences may be drawn against it;
3. Any inferences drawn must be justified by the Tribunal's findings of fact.

Harassment

139. Harassment is defined in section 26 of the Equality Act as follows:

*“(1) A person (A) harasses another (B) if –
 (b) A engages in unwanted conduct related to a relevant protected characteristic, and
 (c) The conduct has the purpose or effect of –
 (i) Violating B’s dignity, or
 (ii) Creating an intimidating, hostile, degrading, humiliating or offensive environment for B...”*

*(4) In deciding whether conduct has the effect referred to in subsection (1)(b), each of the following must be taken into account –
 (a) the perception of B;
 (b) the other circumstances of the case;
 (c) whether it is reasonable for the conduct to have that effect...”*

140. In deciding whether the claimant has been harassed contrary to section 26 of the Equality Act, the Tribunal must consider three questions:

- b. Was the conduct complained of unwanted:
- c. Was it related to nationality; and
- d. Did it have the purpose or effect set out in section 26(1)(b).

Richmond Pharmacology v Dhaliwal [2009] ICR 724.

141. The two-stage burden of proof set out in section 136 Equality Act (see below) applies equally to claims of harassment. It is for the claimant to establish facts from which the Tribunal could conclude that harassment has taken place.

142. In ***Hartley v Foreign and Commonwealth Office Services [2016] ICR D17*** the EAT held that the words 'related to' have a wide meaning, and that conduct which cannot be said to be 'because of' a particular protected characteristic may nonetheless be 'related to' it. The Tribunal should evaluate the evidence in the round, recognising that witnesses will not readily accept that behaviour was related to a protected characteristic. The context in which unwanted conduct takes place is an important factor in deciding whether it is related to a protected characteristic (***Warby v Wunda Group plc EAT 0434/11***).

Liability of an employers and principals

143. By virtue of section 109 of the Equality Act 2010:

- “(1) Anything done by a person (A) in the course of A’s employment must be treated as also done by the employer.
(2) Anything done by an agent for a principal, with the authority of the principal, must be treated as also done by the principal.
(3) It does not matter whether that thing is done with the employer’s or principal’s knowledge or approval.”*

144. Discriminatory acts by agents who are acting with the authority of the employer or principal are therefore treated as having been done by the employer. Common law principles of agency apply when determining whether the principal is responsible for the acts of the agent. Consideration must be given as to what the agent is authorised to do on behalf of the principal. The agent will be acting with the authority of the principal if he discriminates in the course of carrying out the functions he is authorised to perform. The test is whether the agent was exercising authority conferred by the principal. The claimant does not have to establish that the principal had authorised the agent to discriminate.

Conclusions

145. The following conclusions are reached on a unanimous basis, having considered carefully the evidence before us, the relevant legal principles and the submissions of the parties.

Constructive Unfair dismissal

146. In support of his claim for automatically unfair constructive dismissal the claimant relies upon 18 alleged breaches of contract. We have found, as findings of fact, that 10 out of the 18 alleged breaches did in fact take place. Specifically, we found that:

1. The First Respondent failed to provide the claimant with a 3 bedroom accommodation;
2. On 13 January 2022 Mr Farooq commented 'he's not one of us and you should stay away from him too';
3. The First Respondent removed the claimant's Friday Prayer duty from 11 February 2022;
4. The First Respondent failed to deal with complaints made by the claimant on 13 and 18 July 2022 about the mismanagement of funds;
5. The First Respondent failed to deal with the claimant's complaint that he was being ignored in meetings;
6. On 18 February 2022 Mr Sabir commented 'there's the door if you don't like it, you can leave any time you want';
7. On 4 August 2022 Mr Sabir commented 'we have plenty of Imam....nothing special about you';
8. The First Respondent gave the claimant an ultimatum of accepting a lower status and lower paid role or resigning on 13 August 2022;
9. On 28 August 2022 Mr Sabir remarked that the claimant was not qualified; and
10. On 30 August Mr Sabir remarked 'it doesn't matter you need to go'.

147. We have then gone on to consider whether any of the above breached the implied term of trust and confidence, namely did the First Respondent, without reasonable and proper cause, act in a way that was calculated or likely to destroy or seriously damage the trust and confidence between employer and employee.

148. In considering whether the First Respondent breached the implied term of trust and confidence we have looked at matters cumulatively. We find that over the course of several months between February and August 2022, the First Respondent's conduct cumulatively amounted to a fundamental breach of contract. Matters really started in February 2022 when important parts of the claimant's duties, namely

Friday Prayers and the collection of donations, were removed from him and given to another Imam. From then on the claimant began to be side-lined.

149. Matters came to a head in August 2022 when without proper or indeed any authority to do so, Imam Ali, who had joined the Mosque after the claimant and was at best a peer of the claimant, sent a message to the claimant whilst the claimant was on holiday. This message was an ultimatum and made it clear that the claimant could no longer remain in the role that he had been performing successfully for more than 18 months. It gave the claimant the choice between a much changed role and his resignation. The role offered to the claimant was on a very low salary of just £10 an hour, £100 a week, which was less than one third of what the claimant had been earning. It amounted to a demotion, as a substantial and important part of his duties, namely leading the congregation in prayers, was removed. It also meant that the claimant would have to report to imam Ali, who had previously been a peer of his and not in any position of authority over him.
150. This was a very stark ultimatum, which put the claimant in an impossible position. He was effectively being pushed out of his imamat duties and forced into a more junior and substantially less well paid role. It is one of, if not the most, clear and blatant breaches of the implied term of trust and confidence that the members of this Tribunal have ever seen.
151. It cannot be said that the respondent had reasonable and proper cause for acting in this way. Even Mr Ali accepted in his evidence to the Tribunal that the message was unauthorised and that he should have consulted Mr Jalaluddin Khan before sending it. Mr Khan also told the Tribunal that the message should not have been sent, describing it as a mistake. Once Mr Khan became aware of the message however, he took no steps to withdraw the ultimatum.
152. The respondent suggested that this message was sent because the claimant refused to work weekends. Working weekends had never been a requirement of his role however, and even if the requirements of the role had changed, the need for weekend working did not justify removing the entirety of the claimant's imamat duties, slashing his pay and making him report to Mr Ali.
153. This message, together with the comments made by Mr Sabir on 29 and 30 August 2022 about the claimant not being qualified and needing to go, sent a very clear message to the claimant that he was no longer welcome in the role of imam at the Mosque. They amounted to the final straw, which caused him to resign.
154. We have no doubt that the claimant resigned in response to the breaches of trust and confidence, and for no other reason. There was no evidence before us to indicate that the claimant wanted to leave the Mosque, or that he had another job to go to. We are satisfied that it was the breach of contract that caused the claimant's resignation.
155. We also find that the claimant did not affirm the contract before resigning. The ultimatum was sent to him on 13 August, at the start of a two week period of holiday.

He resigned promptly on 31 August following his return to work on 29 August, and after the comments made by Mr Sabir on 29 and 30 August 2022.

156. The key question then becomes was the reason or principal reason for the dismissal the protected disclosures made by the claimant.

157. There was no suggestion whatsoever of any performance issues with the claimant. He had worked at the Mosque between 2004 and 2006 as an Imam and had been invited back. He was held in great respect at the Mosque.

158. The respondent denied that the protected disclosures were the reasons for the treatment of the claimant. In their response to the claim the respondents pleaded that the reason why the message was sent to the claimant on 13 August 2022 was because the claimant was unable to commit to weekend working, despite the fact that *“it was the first duty in his undisputed list of duties “to lead all prayers”*. This assertion was not supported by any credible evidence.

159. Weekend working had not been an issue previously. The First Respondent was aware that the claimant had caring duties in relation to his mother at weekends and had facilitated his continuing involvement in those caring duties by agreeing to increase his pay at the start of his employment to cover the cost of travel back to Dewsbury at the weekend.

160. There was no convincing evidence before us as to why, particularly given the fact that there was now a second imam in place, all of a sudden weekend working became so important. We also heard evidence that members of the congregation could lead prayers and act as the de facto Imam when the ‘official’ Imam was not present.

161. We were not persuaded by the reasons given by the respondents for sending the ultimatum. If the real reason was the need for weekend working, the simple solution would have been to tell the claimant that he needed to work some weekends, and that if he didn’t the respondents would consider dismissal. There was no need to strip him of all of his imamat duties merely because he would not work weekends. Nor was it necessary

162. The timing of the breaches of contract are, in our view, significant. The first protected disclosure made by the claimant was at the end of October 2021. Shortly after he made that disclosure, in November or December 2021, the Mosque began recruiting for another imam and Mr Ali was appointed. There was no evidence before us to suggest that the Mosque had been considering recruiting a second imam before the claimant made his first protected disclosure.

163. The second protected disclosure was made on 11 February 2022, to Mr Ali himself. The very same day that the claimant made the second protected disclosure he was removed from Friday prayers and from collecting donations. It was subsequently Mr Ali who sent the unauthorised ultimatum which left the claimant with no alternative but to resign.

164. That ultimatum was sent just a few weeks after the claimant made the fourth protected disclosure on 21 July 2022.
165. We also note that the First Respondent did not take any action in response to the genuine and, in our view, valid concerns that the claimant was raising. There do not appear to have been proper financial controls put in place at the Mosque, despite the large sums of money that are raised through donations and appeals.
166. This, combined with the lack of any meaningful alternative reason for the claimant's treatment asserted by the respondents, leads us to the conclusion that the principal reason for the claimant's dismissal was the protected disclosures that he made. We recognise that there may have been other factors involved, such as a false perception that he was too close to Mr Jaafri, a Shia Muslim who was viewed by some as a trouble maker. It was also apparent that upon his appointment imam Ali became the preferred imam with the management committee, and that may also have played a part in the treatment of the claimant.
167. It appears that Mr Ali (the author of the unauthorised ultimatum) wanted to become the senior imam in the Mosque and remove the claimant from his public facing duties with the congregation, leaving him just with his teaching duties, in which he would be subservient and reporting to Mr Ali. Mr Ali appeared to want to have complete control over the claimant's teaching activities by requiring him, in the ultimatum, to report directly to him.
168. By August 2022 Mr Ali was clearly the favoured imam with the management committee and at least one of the trustees, Mr Sabir. We have considered carefully why this was the case, and whether it can be said that one or more of the protected disclosures made by the claimant was the sole of principal reason for the breaches of contract.
169. We find that there were a number of reasons behind the respondents' treatment of the claimant. One of those factors was that the claimant was perceived to be too close to Mr Jaafri, a Shia member of the congregation. Another factor was that Mr Ali had come into the Mosque. It is sadly often the case that when a new member of staff comes into an organisation they curry favour and become the preferred member of staff.
170. The respondent has not asserted an alternative reason for the treatment of the claimant, other than his reluctance to work weekends.
171. The Tribunal notes that Imam Ali, who sent the unauthorised ultimatum, has been accused by the claimant of financial mismanagement when he joined.
172. There was no evidence before us of poor attendance or poor performance by the claimant. Similarly, there was no evidence of any concerns being raised by members of the congregation or by parents of the children he taught in the Madrasah. The claimant appears to have been popular with members of the congregation. There was no reduction in the need for imams. A replacement was recruited for the

claimant very quickly and was in place when he returned from his holiday.

173. The suggestion that weekend working became vital all of a sudden is not persuasive, given that the claimant had been performing his duties successfully for some time without working weekends. We do of course recognise that the needs of any organisation can change over time, but if the weekend working was the genuine issue, there were other ways of addressing this.

174. We find on balance that the principal reason for the respondent's treatment of the claimant was the protected disclosures.

175. The protected disclosures do not have to be the sole reason for the dismissal, they merely have to be the principal reason. On the evidence before us we find that the protected disclosures were the principal reason for the constructive dismissal of the claimant.

176. The claimant was therefore unfairly dismissed contrary to section 103A of the Employment Rights Act 1996.

Detriment (section 47B of the ERA)

177. The claimant made 20 separate allegations of detriment on the ground of protected disclosures. We found, as findings of fact, that 13 of the alleged detriments took place, specifically the following:

1. The claimant was side-lined from February 2022 by being removed from collection duties;
2. The claimant was removed from Friday Prayer duty on 11 February 2022;
3. There was a failure to deal with the claimant's complaints on 13 and 18 July 2022;
4. There was a failure to deal with the claimant's complaint that he was being ignored in meetings;
5. On 18 February 2022 Mr Sabir remarked 'there's the door if you don't like it, you can leave';
6. On 4 August 2022 Mr Sabir remarked 'we have plenty of imams...nothing special about you';
7. On 13 August 2022 the claimant was given an ultimatum of a lesser role or resigning;
8. On 29 August Mr Sabir falsely accused the claimant of not being a qualified imam;
9. On 30 August 2022 Mr Sabir remarked 'it doesn't matter you need to go';

10. On 30 August 2022 Mr Sabir and Mr Ali refused to accept the claimant's resignation letter unless he removed his reasons for resigning;
11. On 31 August 2022 Mr Sabir remarked 'please leave now';
12. On 21 September 2022 Mr Afzal remarked 'it's the Shia whose beliefs are different to ours'; and
13. On 30 September Mr Farooq commented 'you went behind the Shia...then you went on the Shia side'.
178. With the exception of the last two alleged detriments, all of the above actions and omissions of the respondents occurred more than three months before the claimant began early conciliation and are therefore, on the face of it out of time.
179. The last two alleged detriments, dated 21 September and 30 September, are in time. We have considered carefully whether it can be said that the comments that were made on those days amounted to detriments. We have no hesitation in finding that they did. The claimant was clearly upset by the comments about Shia Muslims and by the suggestion that he was too close to Mr Jaafri, a Shia Muslim.
180. We have then considered whether the main reason for these comments being made was that the claimant had made protected disclosures. We find on balance that it was not. Rather, Mr Afzal and Mr Farooq made these comments because they had a longstanding antipathy to Mr Jaafri, based upon their perception that he was a trouble maker, which was linked to the fact that he is a Shia Muslim.
181. It cannot in our view be said that it was the protected disclosures that materially (in the sense of more than trivially) influenced Mr Afzal and Mr Farooq on these particular occasions. Rather it was their views about Mr Jaafri and Shia Muslims. The two complaints of whistleblowing detriment that are in time therefore fail and are dismissed.
182. The remaining allegations of detriment are out of time, and we have therefore gone on to consider whether it was reasonably practicable for the claimant to submit those claims on time. The last of the out of time allegations is about treatment on 31 August 2022, so the claimant's complaint is approximately 3 weeks out of time in relation to this allegation.
183. The claimant gave no reasons in his witness statement as to why he had not submitted his claim earlier, or why it was not reasonably practicable for him to submit his claim on time. In response to questions from the Employment Judge he told the Tribunal that he was aware of the right to bring a claim to an Employment Tribunal and, from early or mid-October 2022, knew of the three month time limit for doing so. The only reason given for not issuing his claim sooner was that he was having discussions with Mr Jalaluddin Khan about returning to work for the Mosque. Discussions about a potential return to work at the Mosque are not in themselves sufficient to make it not reasonably practicable for a claim to be presented on time.

184. The claimant has therefore not discharged the burden of proving that it was not reasonably practicable for him to submit his claim on time.

185. The remaining complaints of detriment contrary to section 47B of the ERA are therefore out of time and the Tribunal does not have jurisdiction to hear them.

Harassment

186. The claimant made seven allegations of harassment related to religion. In our findings above we have found that five out of the seven alleged acts did take place either entirely or in part, specifically we found that:

1. On 13 January 2022 Mr Farooq remarked 'he's not one of us and you should stay away from him';
2. On 21 September 2022 Mr Afzal remarked 'it's Shia whose beliefs are different to ours and he should be banned from attending this mosque.'
3. On 30 September 2022 Mr Farooq remarked 'your biggest mistake is that you went behind Shia. I used to have respect for you but then you went on the Shia side';
4. The claimant was removed from his role and given an ultimatum of a lesser role or resigning; and
5. The claimant was constructively dismissed.

187. We have no hesitation in finding that all of the above conduct was unwanted by the claimant and unwelcome.

188. We have then gone on to consider whether the unwanted conduct relates to religion. The claimant does not have to prove that the conduct was because of or on the ground of religion, merely that it relates to religion. We find that the first three allegations of harassment, all of which concern comments made about Shia Muslims and the perception that the claimant was too close to Mr Jaafri who was well known to be a Shia Muslim, clearly relate to religion. It is difficult to see how they could not relate to religion.

189. We are not however persuaded that the ultimatum that was given to the claimant on 13 August 2022 relates to religion. Rather, in line with our conclusions on the automatic unfair dismissal claim, we find that the principal reason for the ultimatum was the protected disclosure. That complaint of harassment therefore fails and is dismissed.

190. For the same reasons, the allegation that the constructive dismissal of the claimant amounted to harassment related to religion fails. The constructive dismissal was because of the protected disclosures made by the claimant and was not related to religion.

191. We have then gone on to consider whether the conduct of the respondents on any or all of the three occasions set out at paragraph 186.1, 186.2 and 186.3 above had the purpose or effect of violating the claimant's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for the claimant.
192. We find that the claimant was offended, as a Sunni Imam, at being associated with the Shia religious ideology. He felt angry and frustrated at colleagues, who are from the same Sunni ideology as the claimant, associating him with a different ideology. It was humiliating for him, and in his words he felt denigrated by his own. One of the objectives of the Doncaster Mosque Trust is to provide an Imam who is practising Sunni ideology. Suggesting that the claimant was linked to Shia ideology would therefore discredit him and could make him ineligible to lead the Sunni majority within the congregation in prayer.
193. The people making the comments are all men of faith who are actively involved in the running of a Sunni mosque. The divide between Sunni and Shia Muslims is well known and a very sensitive issue. There was clear antipathy towards Mr Jaafri and Shia Muslims on the part of Mr Farooq and Mr Afzal.
194. We have no hesitation in finding that the comments had the effect of violating the claimant's dignity and of creating an intimidating, hostile, degrading, humiliating environment for him and that it was reasonable for the conduct to have that effect given the circumstances of the case and the claimant's perception. The claimant is a Sunni Imam who has dedicated his professional life to the practice of Sunni Islam. To be accused of having Shia sympathies is a serious matter, particularly when the accusations are made by other Sunni Muslims involved in the running of a Sunni Mosque.
195. Two out of the three allegations of harassment related to religion are clearly in time because they are about incidents that occurred on 21 and 30 September 2022. The other allegation relates to an incident in January 2022, which is some eight months earlier.
196. We have therefore considered whether there was conduct amounting to harassment which extended over a period of time such that the complaint about the comment in January 2022 is in time. The harassment that occurred in January 2022 was carried out by the same person, Mr Farooq, who also harassed the claimant in September 2022. His behaviour was part of an ongoing antipathy towards Mr Jaafri in particular and Shia Muslims generally.
197. We find that there was an ongoing state of affairs and that the allegation in relation to January 2022 was part of a continuing course of conduct which included the incidents in September 2022. It is therefore in time.
198. We have then considered which of the respondents is responsible for the proven acts of harassment. The allegation of harassment on 21 September 2022 is made against both the First Respondent and the Second Respondent. The other allegations that we have upheld are against Mr Farooq, who is not a named

respondent in these proceedings.

199. We have asked ourselves whether it can be said that Mr Farooq and Mr Afzal were agents of the First Respondent, such that the First Respondent was responsible for their discriminatory conduct.

Findings of fact

200. Mr Afzal is a volunteer who has worked for the First Respondent on a voluntary basis for approximately 20 years. He was clearly invested with the power and authority to act on behalf of the First Respondent, as demonstrated by the fact that he, together with Mr Athar Ahmed, was responsible for recruiting and agreeing terms with the claimant. He was a prominent member of the Mosque and actively involved in its running and management.

201. Mr Afzal is therefore an agent of the First Respondent.

202. Mr Farooq was also a volunteer of the First Respondent who was actively involved in its management on a day to day basis. He acted as the Mosque's cashier and was entrusted with handling the Trust's money including donations. We find that he is also an agent of the Respondent.

203. We therefore find that the First Respondent is liable for the acts of harassment conducted by Mr Farooq and Mr Afzal. We have also considered whether to make a finding against Mr Afzal in his personal capacity. He was however a volunteer who was not paid for his work for the Trust. We consider that a finding against the First Respondent only is appropriate in the circumstances and the claimant has a remedy against the First Respondent .

204. The First Respondent is therefore liable for the acts of both Mr Afzal and Mr Farooq.

Unlawful deduction from wages

205. The burden of proving that there was an unlawful deduction from his wages rests with the claimant. We find on the evidence before us that there was no agreement that the claimant would be paid £500 a week, with £175 a week being deducted in respect of accommodation costs for a three bedroomed house. Rather, it was agreed that the claimant would be paid £325 a week.

206. The First Respondent has not made unlawful deductions from the claimant's wages. The claim for unlawful deduction from wages is therefore not well founded. It fails and is dismissed.

Failure to provide a section one statement

207. The respondent admitted that it failed to provide the claimant with a written statement of employment particulars contrary to section 1 of the Employment Rights

Act 1996. This claim is therefore well founded and succeeds.

Remedy

208. The parties having agreed compensation in the sum of £20,000, the First Respondent is, by consent, ordered to pay to the claimant the sum of £20,000.

Employment Judge Ayre

Date: 6 February 2024

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