



EMPLOYMENT TRIBUNALS

Claimant: Ms S Thaker

Respondent: Prologik Limited

Heard at: Watford Employment Tribunal (In public; In person)

On: 22 to 26 and 29 to 30 April 2024

Before: Employment Judge Quill; Ms G Bhatt MBE; Ms A Telfer

Appearances

For the claimant: Mr C Sekar, counsel

For the respondent: Mr J Heard, counsel

JUDGMENT

- (1) The response is not struck out and we have decided the complaints on their merits.
- (2) The Claimant's statements to members of the respondent's board in March, April and May 2019 were not protected acts within the meaning of section 27 of the Equality Act 2010 ("EQA").
- (3) The Claimant's messages to Mr Vincent on 24 August 2020 about CL were a protected disclosure within the meaning of section 43A of the Employment Rights Act 1996 ("ERA").
- (4) The Claimant's dismissal was not an act of sex discrimination within the definition in section 13 EQA and did not contravene section 39(2)(c) EQA.
- (5) The dismissal was not an act of victimisation and did not contravene section 39(4)(c) EQA.
- (6) The principal reason for the Claimant's dismissal was not that she had made a protected disclosure. The dismissal was not unfair within the definition in section 103A ERA.

- (7) The complaint that the dismissal was unfair is not well-founded and is dismissed.
- (8) A complaint about any alleged decision in or before June 2018 that the Claimant's remuneration package would be less than Mr Rodrigo's and/or Mr Karimjee's and/or Mr Vincent's, and that that decision was direct discrimination is out of time and the Tribunal does not have jurisdiction for that reason, regardless of whether or not the complaint would otherwise be excluded from consideration as a contravention of section 39 EQA.
- (9) A complaint about any alleged decision between March 2019 and August 2019 that the Claimant's remuneration package would be less than anyone else's and that that decision was direct discrimination is out of time and the Tribunal does not have jurisdiction for that reason, regardless of whether or not the complaint would otherwise be excluded from consideration as a contravention of section 39 EQA.
- (10) The Claimant's salary level and those of Mr Rodrigo and Mr Vincent were terms set by their respective contracts of employment. A complaint about differential salary levels cannot be brought as a complaint of contravention of section 39(2) EQA because of section 70 EQA (and is not saved by section 71) regardless of whether it would otherwise be in time.
- (11) Mr Rodrigo's and Mr Vincent's commission entitlements were terms set by their respective contracts of employment. A complaint that the Claimant did not have a term in her contract of employment which entitled her to commission cannot be brought as a complaint of contravention of section 39(2) EQA because of section 70 EQA (and is not saved by section 71) regardless of whether it would otherwise be in time.
- (12) Mr Vincent's entitlement to employer pension contributions was a term set by his contract of employment. A complaint that the Claimant did not have a term in her contract of employment which entitled her to the same arrangement as Mr Vincent (and/or a complaint that the employer's pension contributions were lower in her case) cannot be brought as a complaint of contravention of section 39(2) EQA because of section 70 EQA (and is not saved by section 71) regardless of whether it would otherwise be in time.
- (13) Mr Vincent's entitlement to acquire share options based on performance was a term set by his contract of employment. A complaint that the Claimant did not have a corresponding term in her contract of employment cannot be brought as a complaint of contravention of section 39(2) EQA because of section 70 EQA (and is not saved by section 71) regardless of whether it would otherwise be in time.
- (14) The fact that the Claimant did not acquire shares in the company was not discrimination because of sex, regardless of whether it would otherwise be

in time. The reason that she was not paid share dividends is that she did not own any shares.

- (15) The fact that the Respondent did not make a discretionary payment to the Claimant (and/or did not include a term in her contract) such that her overall aggregate remuneration would match the sums received by Mr Rodrigo and/or Mr Vincent (based on the aggregate of their salary, commission and share dividend payments) was not because of sex. The claim is dismissed on the merits regardless of whether it would otherwise be in time.
- (16) As a result of the above decisions, all of the complaints (with the exception of the Equal Pay claims, which are currently stayed) have been dismissed.

Employment Judge Quill

Date: 30 April 2024

JUDGMENT SENT TO THE PARTIES ON

12/6/2024

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FOR THE TRIBUNAL OFFICE

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