



# EMPLOYMENT TRIBUNALS

**Claimant:** Mr P Tsangouris

**Respondent:** Dimitrios Mousiaris Transport Limited

**Heard at:** Manchester

**On:** 19 August 2024

**Before:** Employment Judge McDonald  
(sitting alone)

## REPRESENTATION:

**Claimant:** Representing himself with assistance from his wife

**Respondent:** Did not attend

# JUDGMENT

The claimant's claim that the respondent made unauthorised deductions from his wages succeeds. The respondent is ordered to pay the claimant £3,776.67 which is the gross sum deducted.

# REASONS

## Introduction

1. The claimant brought a claim on 7 July 2023 claiming that the respondent had made unauthorised deductions from his wages. The respondent sent a response form to the Tribunal but did not give any reasons for defending the claim. The Tribunal wrote to the respondent to order it to provide more details of its defence, but it did not do so.

2. At the final hearing today, the claimant attended with his wife. We had the benefit of Greek interpretation from Ms Kiose for which I am very grateful.

3. The respondent did not attend. The Tribunal attempted to contact the respondent on the telephone number on its response form. There was no answer

from the respondent and the claimant says that the respondent's director has left the country because of other claims brought against the respondent.

4. Rule 47 of the Employment Tribunal Rules of Procedure 2013 permits a Tribunal to proceed with a hearing in the absence of a party if they feel to attend or be represented. Before doing that the Tribunal is required to consider any information which is available to it about the reasons for the party's absence. The Tribunal had no information from the respondent about why it did not attend. I decided it was in the interest of justice to proceed in the respondent's absence.

### Relevant Law

5. In relation to a claim for deduction from wages, s.13(1) of the Employment Rights Act 1996 ("ERA") says:

**"(1) An employer shall not make a deduction from the wages of a worker employed by him unless-**

**(a) the deduction is required or authorised to be made by virtue of a statutory provision of a relevant provision of the worker's contract, or**

**(b) the worker has previously signified in writing his agreement or consent to the making of the deduction."**

6. S.27(1) of ERA says:

**"(1) In this Part 'wages', in relation to a worker, means any sums payable to the worker in connection with his employment, including-**

**(a) Any fee, bonus, commission, holiday pay or other emolument referable to his employment, whether payable under his contract or otherwise"**

7. S.13(3) of ERA says:

**"Where the total amount of wages paid on any occasion by an employer to a worker employed by him is less than the total amount of the wages properly payable by him to the worker on that occasion (after deductions), the amount of the deficiency shall be treated for the purposes of this Part as a deduction made by the employer from the worker's wages on that occasion."**

8. In **New Century Cleaning Co Ltd v Church 2000 IRLR 27, CA** the majority of the Court of Appeal held that a worker would have to show an actual legal, although not necessarily contractual, entitlement to the payment in question in order for it to fall within the definition of "wages".

### Findings and Conclusions

9. I heard sworn evidence from the claimant about his wages. He gave his evidence in Greek through our interpreter. He confirmed that he was not paid any of the amount shown in his payslip for March 2023. The gross amount shown on that payslip was £3,176.67. In addition, the claimant's sworn evidence was that he had not been paid for 5 days in April. He had worked four of those days and on the other day the respondent had failed to provide him with work. There was no evidence

from the respondent to contradict what the claimant told me. There was nothing in its response form to contradict what the claimant told me. There was no evidence to suggest the deduction of wages was authorised.

10. In those circumstances I accepted the claimant's evidence as true and find the respondent did fail to pay him wages to which he was entitled for the whole of March 2023 and for 5 days in April 2023.

11. There was no payslip relating to the 5 days in April. The claimant was entitled to an hourly rate of £11 per hour but also to additional allowances for nights out and for meals. The claimant's figure for the amounts due on a gross basis for the five days was £600. Doing the best with the information before me it seemed to me that figure was consistent with what was shown on the payslip for March 2023.

12. In those circumstances I gave judgment for the claimant for the total amount of £3,776.67 gross (£3176.67 for March 2023 and £600 for 5 days in April 2023).

13. I explained to the claimant that because his claim was for unpaid wages I could not award compensation for the way that the respondent had acted towards him and his wife, however reprehensible that may be.

14. I gave oral reasons for my judgment at the hearing and the claimant requested those reasons in writing. These written reasons are not worded exactly the same as the reasons given orally, e.g. I have set out the relevant law in more detail, but the substance of my decision remains the same.

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Employment Judge McDonald

Date: 19 August 2024

JUDGMENT AND REASONS SENT TO THE PARTIES ON

Date: 21 August 2024

FOR THE TRIBUNAL OFFICE

**Public access to employment tribunal decisions**

Judgments and reasons for the judgments are published, in full, online at [www.gov.uk/employment-tribunal-decisions](http://www.gov.uk/employment-tribunal-decisions) shortly after a copy has been sent to the claimant(s) and respondent(s) in a case.

**Recording and Transcription**

Please note that if a Tribunal hearing has been recorded you may request a transcript of the recording, for which a charge may be payable. If a transcript is produced it will not include any oral judgment or reasons given at the hearing. The transcript will not be checked, approved or verified by a judge. There is more information in the joint Presidential Practice Direction on the Recording and Transcription of Hearings, and accompanying Guidance, which can be found here:

<https://www.judiciary.uk/guidance-and-resources/employment-rules-and-legislation-practice-directions/>



## NOTICE

### THE EMPLOYMENT TRIBUNALS (INTEREST) ORDER 1990 ARTICLE 12

Case number: **2407301/2023**

Name of case: **Mr P Tsangouris** v **Dimitrios Mousiaris**  
**Transport Limited**

Interest is payable when an Employment Tribunal makes an award or determination requiring one party to proceedings to pay a sum of money to another party, apart from sums representing costs or expenses.

No interest is payable if the sum is paid in full within 14 days after the date the Tribunal sent the written record of the decision to the parties. The date the Tribunal sent the written record of the decision to the parties is called **the relevant decision day**.

Interest starts to accrue from the day immediately after the relevant decision day. That is called **the calculation day**.

The rate of interest payable is the rate specified in section 17 of the Judgments Act 1838 on the relevant decision day. This is known as **the stipulated rate of interest**.

The Secretary of the Tribunal is required to give you notice of **the relevant decision day**, **the calculation day**, and **the stipulated rate of interest** in your case. They are as follows:

**the relevant decision day** in this case is: 21 August 2024

**the calculation day** in this case is: 22 August 2024

**the stipulated rate of interest** is: **8% per annum**.

Paul Guilfoyle  
For the Employment Tribunal Office

## GUIDANCE NOTE

1. There is more information about Tribunal judgments here, which you should read with this guidance note:  
[www.gov.uk/government/publications/employment-tribunal-hearings-judgment-guide-t426](http://www.gov.uk/government/publications/employment-tribunal-hearings-judgment-guide-t426)

If you do not have access to the internet, you can ask for a paper copy by telephoning the Tribunal office dealing with the claim.

2. The payment of interest on Employment Tribunal awards is governed by The Employment Tribunals (Interest) Order 1990. Interest is payable on Employment Tribunal awards if they remain wholly or partly unpaid more than 14 days after the **relevant decision day**. Sums in the award that represent costs or expenses are excluded. Interest starts to accrue from the day immediately after the **relevant decision day**, which is called **the calculation day**.
3. The date of the **relevant decision day** in your case is set out in the Notice. If the judgment is paid in full by that date, no interest will be payable. If the judgment is not paid in full by that date, interest will start to accrue from the next day.
4. Requesting written reasons after you have received a written judgment does **not** change the date of the **relevant decision day**.
5. Interest will be calculated as simple interest accruing from day to day on any part of the sum of money awarded by the Tribunal that remains unpaid.
6. If the person paying the Tribunal award is required to pay part of it to a public authority by way of tax or National Insurance, no interest is payable on that part.
7. If the Secretary of State has claimed any part of the sum awarded by the Tribunal in a recoupment notice, no interest is payable on that part.
8. If the sum awarded is varied, either because the Tribunal reconsiders its own judgment, or following an appeal to the Employment Appeal Tribunal or a higher court, interest will still be payable from **the calculation day** but it will be payable on the new sum not the sum originally awarded.
9. The online information explains how Employment Tribunal awards are enforced. The interest element of an award is enforced in the same way.

