



EMPLOYMENT TRIBUNALS

Claimant: Mr Thomas

Respondent: Aerodyne Aerospace Holdings Limited

Heard at: Cardiff **On:** 8 August 2024

Before: Employment Judge C Sharp (sitting alone)

Representation:

Claimant: In person
Respondent: No attendance and debarred from proceedings

JUDGMENT having been sent to the parties on 15 August 2024 and reasons having been requested by the Respondent in accordance with Rule 62(3) of the Rules of Procedure 2013:

REASONS

1. Dr Thomas presented his claim on 23 April 2024, having been employed as the Chief Operating Officer of the Respondent. Dr Thomas's claim is for unpaid wages totalling 2 months which has a gross value of £15,166.66. He also has brought a claim for breach of contract (wrongful dismissal) which is in respect of one month's notice that he says he was not paid. The Respondent is debarred, having provided no response to the claim, despite being aware of the proceedings as shown by the emails from Mr Iyengar and a representative who wrote to the Tribunal by post.
2. The Claimant also mentioned that he did not receive payslips, but after a discussion he agreed that there was not much the Tribunal could do on this issue on the basis of the evidence before it and it had not been accepted as a claim. It was explained to him that the Claimant cannot seek holiday pay because he did not set it out in his claim form and the Respondents are not here to address the matter if there was an amendment application. The

Claimant also complains of a failure of statutory deductions to be paid on to HMRC as is required for every employee, but we have agreed that this is a matter best resolved with HMRC because the alterations to the Claimant's tax position is best undertaken by the tax authority.

3. Having had the benefit of a witness statement and supporting evidence from the Claimant, though I do make the point that the Claimant did not provide any evidence that he had not been paid his wages by showing his bank statements, I am satisfied that the Claimant is entitled to a declaration that he has suffered an unlawful deduction from wages and that the total is as stated £15,166.66. This is because not only has the Claimant signed a sworn witness statement supported by a Statement of Truth that says he is owed the money but the contemporaneous WhatsApp's before me repeatedly show the Respondent being told that the Claimant has not received this money and the Respondent acknowledging that is the case. I am satisfied therefore there is sufficient evidence for me to make that finding.
4. In relation to the claim of wrongful dismissal, I am satisfied, as shown by the contemporaneous WhatsApp messages, that the Claimant was dismissed with effect from 20 April 2024, which is when he received a message from Mr Iyengar, the person controlling the company, saying that the Claimant was dismissed. What the message says is "*no, as of Friday morning it was decided not to continue with your contract.*". It does not appear that any notice was given and no notice pay was received.
5. Clause 2.2 of the Contract of Employment before me says as the Claimant was in his first 6 months period, which was a probationary period, he is entitled to one month's pay. I calculate that as being £7,583.33 gross.

Employment Judge C Sharp
Dated: 7 October 2024

REASONS SENT TO THE PARTIES ON 8 October 2024

FOR THE SECRETARY OF EMPLOYMENT TRIBUNALS Mr N Roche