Case Number: 6012448/2024



EMPLOYMENT TRIBUNALS

Claimant: Mr A Singh

Respondent: Singular Intelligence Limited

Heard at: East London Hearing Centre (by CVP)

On: 4 February 2025

Before: Employment Judge J Bann

Representation

For the claimant: In person

For the respondent: Did not attend

DEFAULT JUDGMENT

Employment Tribunal Rules of Procedure 2024 – Rule 22

1. The claim was issued in the London East Employment Tribunal on 22 September 2024. The claim was served on the Respondent at the address registered with Companies House. The Respondent did not enter a response to the claim. The Employment Judge decided that a determination can properly be made of the claim in accordance with rule 22 of the Rules of Procedure.

Jurisdiction

- 2. Under section 15C (2) of the Civil Jurisdiction and Judgments Act 1982 (CJJA 1982), the respondent may be sued in the UK court by the employee if the employer is domiciled in the United Kingdom. The Employee Judge has determined that the Claimant was an employee.
- 3. Under rule 10(2) of the Employment Tribunal Rules of Procedure 2024, a claim may be presented in the Employment Tribunal if the respondent, or one of the respondents, resides or carries on business in England and Wales.

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4. Therefore, notwithstanding the fact that the employee permanently resides in India, as the respondent is a registered company in the UK, the Employment Judge determined that the claimant is entitled to bring a breach of contract claim in the Employment Tribunal.

Breach of Contract

- 5. The Respondent breached the Claimant's contract of employment dated 3 April 2023 by failing to pay monthly salary in accordance with the remuneration clause of the contract of employment as follows:
 - a) July 2023 and August 2023, the Respondent paid the Claimant only 50% of contractual salary due.
 - b) September 2023, December 2023, February to 14 May 2024, the Respondent paid no salary.
 - c) January 2024 the Respondent paid £238.10 of the £1833.33 owed.
- 6. The Respondent shall pay to the Claimant the sum of £13489.66 for damages for breach of contract. The sum shall be paid with no deductions. The Claimant is responsible for any tax and other statutory payments.

Employment Judge J Bann Date: 4 February 2025

Note

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

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