



## THE EMPLOYMENT TRIBUNALS

**Claimant:** Miss S Rahman

**Respondent:** (1) Hawkeye Security Support Services Limited;  
(2) SES Aviation Limited

**On:** 7 April 2025

**Heard at:** Norwich (by CVP)

**Before:** Employment Judge M Warren

**Representation**  
**For the Claimant:** Ms R Rahman, Sister  
**For the First Respondent:** Ms Lauret, Consultant  
**For the Second Respondent:** Ms Darlow Stearn, Counsel

### PUBLIC PRELIMINARY HEARING

### JUDGMENT

1. The claimant was ordered to pay a deposit of £50 in total following a preliminary hearing held on 3 February 2025. The Order was sent to the claimant on 5 February 2025. The claimant has failed to pay this deposit. The complaints of direct sex discrimination and breach of contract are therefore struck out under rule 40(4) of the Employment Tribunal Procedure Rules 2024.
2. Further to the Unless Order sent to the parties on 5 February 2025 and because the claimant has not complied with by 10 February 2025, the complaints of unauthorised deduction of wages relating to sick pay and for arrears of pay have been dismissed.

### REASONS

#### **Background**

1. This was the fifth preliminary hearing in this matter. The history of the

matter was set out by EJ Annand in their Hearing Summary of 3 February 2025. I will not repeat that here.

2. I should record that Ms Shimmi Rahman, the Claimant, has been unwell. Her sister, Ms Rummi Rahman has very kindly come online to assist us and her sister. She explained that the Claimant has Fibromyalgia, she is suffering an attack of that at the moment. It is a condition that often flares up in situations of stress and attending Tribunal Hearings is of course, stressful. She also told me that her sister has taken too many antibiotics which was also making her unwell.
3. I was told that the Claimant was lying in a bed next to her sister and I could hear her giving her sister instructions. When we were discussing the spread sheets, (see below), the Claimant came and stood next to her sister to give instructions.
4. The purpose of this Public Preliminary Hearing was, against the background of a Deposit Order and an Unless Order having been made, to consider listing the case for Hearing and making Case Management Orders, depending upon how matters evolve relating to the Deposit and Unless Orders.
5. In the alternative, if the case is not to proceed, to consider an Application for Costs from the Second Respondent.

#### **Papers Before Me Today**

6. I had before me today a bundle prepared by the Second Respondent's solicitors. I also had an email sent by Ms Rahman on Friday 4 April 2025. What I did not have was the Tribunal's physical paper file and that has hampered me from time to time during the day.

#### **Deposit Order**

7. Ms Rahman chose not to pay the deposit ordered and by virtue of her having failed to do so her claims of direct sex discrimination and breach of contract have been dismissed.

#### **Unless Order**

8. Determining the position in relation to the Unless Order has been a bit more tricky, because Ms Rahman purported to comply with it on 6 February 2025, by sending some further spreadsheets to the Respondents and to the Tribunal; the Respondents say that this does not comply with the terms of the Unless Order.
9. I had not seen the further spread sheets, (disappointingly, they were not in the bundle) so we took a thirty minute break whilst I reviewed them. I found them extremely difficult to understand. We resumed the hearing and I sought some form of explanation.

10. The Unless Order was in very explicit terms, requiring specific information to have been provided by Ms Rahman:

*Unless by 4pm on 10 February 2025 the Claimant sends the Respondents the details of the dates she says she was off sick, and was paid holiday pay instead of sick pay, her claims of unauthorised deduction from wages relating to sick pay will stand dismissed without further order.*

*Unless by 4pm on 10 February 2025 the Claimant sends the Respondents a list of the dates she says she worked shifts, but has not been paid for them, from 1 February 2023 to 1 May 2023, her claims of unauthorised deduction from wages relating to arrears of pay will stand dismissed without further order.*

11. Employment Judge Annand had spent some time considering four of the six spread sheets before me, trying without success to understand Ms Rahman's wages claims. She had already had two previous opportunities to clarify her claims: before EJ Russel on 21 May 2024 and before EJ Fitzgerald on 26 September 2024. The Unless Order gave her one final chance.
12. One needs to look at the additional schedules provided and see if the specific information required under the terms of the Unless Order was provided. Unfortunately, it was not. The Respondent still does not know what the case is that they would be required to meet.
13. This is not a matter of discretion on my part. It is not enough for Ms Rahman to provide her explanation today, (although she tried through her sister but was still unable to do so). The effect of an Unless Order is that if has not been complied with by the specified date, the claims are dismissed. My role today in this respect, is to determine whether it had been complied with by 10 February 2024. Unfortunately, it had not.
14. As a consequence, Ms Rahman's claims for sick pay, wages and for arrears of wages in terms of shifts she says she worked for which she was not paid, are also dismissed.
15. That brings an end to the proceedings as all other claims have, one way or another, fallen by the wayside over the course of previous Preliminary Hearings.

### **The Second Respondent's Application for Costs**

16. As a consequence of the Deposit Order and Unless Order resulting in the remaining claims having been dismissed, the Second Respondent made an application for costs.
17. The Claimant had been warned that such an application would be made

today if this was the outcome. It was an application that had been flagged up at one of the earlier Preliminary Hearings. It is somewhat frustrating that the Second Respondent's representatives had prepared a Skeleton Argument and that had been presented to the Tribunal for an earlier Preliminary Hearing and which was doubtless sitting on the physical file somewhere, which I did not have. It was not in the bundle either.

18. However, Ms Darlow-Stearn orally took me through the key points of the costs application:

18.1. This is the fifth Preliminary Hearing in what she described as a not very complex case.

18.2. At the previous hearings, Ms Rahman has sought to expand her claims.

18.3. At the 26 September 2024 hearing, an amendment application was considered and elements of her claims were not allowed to proceed.

18.4. There was a further Preliminary Hearing on 11 December 2024, which lasted only ten minutes because Ms Rahman had emailed the Tribunal at one o'clock in the morning to say that she was unwell and was unable to attend.

18.5. That resulted in a substantive adjournment of the hearing and Ms Rahman was asked to provide evidence as to her inability to attend, which the Respondents say she has not done. Ms Rahman says that she has because she provided a doctor's Fit Note.

18.6. At a further Preliminary Hearing on 3 February 2025, (the fourth) the Claimant's claims of sexual harassment and victimisation were struck out. As I understand it, those were claims brought against an individual who had allegedly harassed her, but that individual had not been employed by either of the Respondents and for whom they could not have been vicariously liable.

18.7. For today's hearing, the Second Respondent makes the point that we spent a considerable amount of time still trying to clarify Ms Rahman's claims, similar lengths had been gone to at the previous preliminary hearings. It is true that it has been difficult to understand how Ms Rahman was trying to put her wages claims. In the end, of course, it became clear that she had not complied with the Unless Order and that brought an end to it.

19. The application is made pursuant to Rule 74(2)(a),(b),(c). The Second Respondent says:

19.1. That there was no reasonable prospects of success;

19.2. That there has been unreasonable conduct of the proceedings and

that a hearing was postponed because of the Claimant;

- 19.3. That part of the claim was fundamentally misconceived because they say it was brought against a person for whom the Respondents could not be liable;
- 19.4. That the Claimant's conduct was unreasonable because she failed to engage in the proceedings by not properly particularising her claims;
- 19.5. That Ms Rahman's attitude, as set out in writing on some occasions, that she considered it a matter for her as to whether or when she chose to respond to correspondence from the tribunal or the respondent, or comply with orders;
- 19.6. That she has failed to engage with attempts to settle the claim and that offers have been made and ignored. On that, I am told those offers consisted of:
  - 19.6.1. on 2 August 2024, an offer to settle the claim on a payment of £5,000;
  - 19.6.2. on 30 October 2024, an offer to settle the claim on a payment of £1,000;
  - 19.6.3. on 11 December 2024, an offer to allow Ms Rahman to withdraw her claims and the Respondent giving an assurance they would not seek an order for costs, and lastly
  - 19.6.4. last week, a similar drop hands offer not to pursue costs if she withdrew.
- 19.7. That necessitating the adjournment of the hearing when she was unwell was unreasonable conduct;
- 19.8. That the conduct of Ms Rahman today in sending a lengthy email late Friday afternoon raising matters that are not anything to do with these particular proceedings and with sixty attachments, was unreasonable conduct.
20. It is accepted that I should not be applying to Ms Rahman, standards of conduct one would expect from a professional but nonetheless, it is submitted that if she were to have stepped back and looked at her case in a rational way, she would have seen that she had no prospects of success and would have amended her approach to the way that she conducted the proceedings.
21. I heard today from Ms Rummi Rahman that her sister, the Claimant, has Dyslexia, Fibromyalgia and Autism. I am told by the Respondent that

today was the first time any mention had been made of Autism.

22. Ms Darlow Stearn told me that there is on file a Costs Schedule setting out costs of just over £20,000 as at 3 February 2025, (this is also missing from the bundle). The Second Respondent seeks an order for a proportion of that today, if I decide that I should exercise my discretion and make a costs order.
23. In response to these submissions, the Claimant's sister tells me that Ms Rahman is unemployed, in receipt of Universal Credit, in receipt of PIP, has a Blue Badge by reason of her disability, lives with her mother in her mother's home and has no capital or savings. The Respondent takes no issue that those are her circumstances.

### ***The Law***

24. There is an oft quoted passage from Lord Justice Sedley which Employment Lawyers are all familiar with, in a case called Gee v Shell UK Limited [2003] IRLR 82 where he said that,

“It is an important feature of the employment jurisdiction that it is designed to be accessible to ordinary people without the need of lawyers and in sharp distinction from other litigation in the United Kingdom losing does not ordinarily mean paying the other side's costs.”

25. That passage and those sentiments are oft repeated in many Appeal Tribunal and Court of Appeal decisions on the issue of costs in Employment Tribunals.
26. Ms Rahman is a litigant in person and as His Honour Judge Richardson indicted in the case of AQ Limited v Holden [2012] IRLR 648 EAT:

“Litigants in person should not be judged by the same standards as a professional person or a professionally represented person.”

27. It is relevant that Costs Warnings and offers to settle have been made and that may go to the reasonableness of the Claimant's conduct and whether the Tribunal should exercise its discretion, see Vaughn v London Borough of Lewisham [2013] IRLR 713.
28. The Tribunal also has of course, the discretion to take into account means, both in deciding whether to exercise discretion at all and if one decides to exercise ones discretion and make an Order for Costs, in deciding how much those costs should be.
29. It may be an improper exercise of discretion to make a costs order in circumstances where there is no prospect of the Claimant being able to pay, see Herry v Dudley Metropolitan Council [2017] ICR 610 EAT.

**Conclusions**

30. I am not going to make an Order for Costs. There is no doubt that the conduct of these proceedings on the face of it has been unreasonable. It is disproportionate that there have been five Preliminary Hearings. That there have been so many is as a result of the Claimant failing to make clear in a comprehensible way, the claims that she was seeking to advance. That has put the Respondents to cost.
31. Some of the claims were clearly legally misconceived. Some of the claims faced a Deposit Order and Ms Rahman chose not to pay those deposits. I have to say, better that she chose not to pay the deposits and allow those claims to be dismissed, than to have paid them and to have pursued claims that were unlikely to succeed, credit to her for that.
32. In terms of the conduct of the proceedings, the threshold for making an order for costs has been crossed. I am going to exercise my discretion and not make that order for three reasons:
  - 32.1. Firstly, because this is a litigant in person who was seeking to pursue claims that she genuinely thought had merit.
  - 32.2. Secondly, it is clear to me from what I have seen today, that the Claimant is a person who has a mental impairment. I do not have any evidence whether that be Autism or anything else, but clearly she is a person who has difficulty in engaging and explaining the claims which she wished to bring; and
  - 32.3. Thirdly and in any event, regardless of the first two factors, her means are such that if I were to make a costs order, I would be saddling Ms Rahman with an order that she had no hope of ever paying and such an order would cause to her considerable hardship.
33. For those reasons I am not going to make a Costs Order.

**Approved by:**

Employment Judge M Warren

Dated: 9 April 2025

ORDERS SENT TO THE PARTIES ON

10 May 2025

FOR THE TRIBUNAL OFFICE

**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 is likely to be payable in most but not all circumstances. 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/>