



EMPLOYMENT TRIBUNALS

Claimant: Miss A Shaheen

Respondent: LPS Solicitors LTD

Heard at: Leeds Employment Tribunal
On: 7th- 11th April 2025

Before: Employment Judge Singh
Ms G Fleming
Mr W Roberts

Representation

Claimant: In- person

Respondent: Mr G Mahmood (of Counsel)

JUDGMENT

1. The complaint for unfair dismissal (including constructive dismissal) is not well founded and is dismissed.
2. The complaint of being subjected to detriment for making a protected disclosure is not well-founded and is dismissed.
3. The complaint of direct sex discrimination is not well-founded and is dismissed.
4. The complaint of harassment related to sex is not well-founded and is dismissed.

REASONS

Background

1. The Claimant began working for the Respondent in December 2013 and her employment ended in January 2024.

2. The Claimant says that during her employment she received abusive emails from her former partner to her work email address. The Claimant says that the Respondent did not do enough to safeguard her from these emails.
3. The Claimant says that she also raised with the Respondent that there was a health and safety issue in that the emergency fire exit was not accessible due to the shutter being down for a year. The Claimant says that the Respondent failed to deal with this and then treated her detrimentally because she had raised the issue.
4. The Claimant says that the Respondent asked unnecessary questions about her relationship with her ex-partner and suggested that she should get back together with him.
5. Some of the emails from the Claimant's ex-partner were sent to a manager at Respondent, Haroon Khan. The Claimant alleges that he would discuss the emails openly in the office and with the other managers.
6. The Claimant submitted her resignation in December 2023. The Claimant says that the Respondent refused to accept this and in a meeting on the 21st December 2023, she was sworn and then dismissed by the Respondent.
7. The Respondent denies dismissing the Claimant on the 21st December 2023.

Claims and issues

8. The claims and issues were agreed at the case management hearing with EJ Elliot on the 8th November 2024.
9. There was a claim for Victimisation pursued as at the date of the case management hearing, but that was subsequently withdrawn. The Claimant also withdrew the claim for Automatic Unfair Dismissal she had previously pursued.
10. The remaining claims and issues were as follows;

PRELIMINARY ISSUES

11. Time Limits – Discrimination (Pursuant to section 123 EqA)
 1. Were the discrimination complaints made within the time limit in section 123 EqA? In particular:

- i. Was the claim made to the Tribunal within three months (plus early conciliation extension) of the act to which the complaint relates?
- ii. If not, was there conduct extending over a period?
- iii. If so, was the claim made to the Tribunal within three months (plus early conciliation extension) of the end of that period?
- iv. If not, were the claims made within a further period that the Tribunal thinks is just and equitable?
- v. The claim form was presented on 2nd May 2024 and early conciliation lasted from 22nd February 2024 to 4th April 2024. Any complaint about something that happened before 23rd November 2023 may therefore be out of time.

12. Time Limits – Detriments (Pursuant to section 48 ERA)

1. Was the detriment claim made within the time limits set out at section 48 ERA, namely:
 - i. Was the claim made to the Tribunal before the end of the period of three months beginning with the date of the act or failure to which the complaint relates (plus early conciliation extension)?
 - ii. If not, was there a series of similar acts or failures?
 - iii. If so, was the claim made within a period of three months (plus early conciliation extension) of the last one?
 - iv. If not, was it reasonably practicable for the claim to be made to the Tribunal within the time limit?
 - v. If it was not reasonably practicable for the claim to be made to the Tribunal within the time limit, was it made within a reasonable period?
 - vi. The claim form was presented on 2nd May 2024 and early conciliation lasted from 22nd February 2024 to 4th April 2024. Any complaint about something that happened before 23rd November 2023 may therefore be out of time.

SUBSTANTIVE ISSUES

13. Unfair Dismissal

1. Was the Claimant dismissed by the Respondent on the 21st December 2023?
2. If so, what was the reason for the dismissal?
3. Was that a potentially fair reason?
4. If it was, was the dismissal fair in all the circumstances of the case?

The Respondent did not propose a fair reason for the dismissal and defended this claim on the grounds that there had not been a dismissal at all.

14. Constructive Unfair Dismissal (Pursuant to section 95 ERA)

1. If the Claimant was not dismissed, did she resign her employment?
2. If the Claimant resigned, was she constructively dismissed? Did the Respondent do the following things:
 - i. fail to deal appropriately with the claimant's two disclosures about the fire exit;
 - ii. on several occasions over April to December 2023 Mr Akbar and / or Mr Hussain and / or Mr Khan fail to safeguard the Claimant from receiving the Claimant's ex partner's emails/calls from being sent/made to the Respondent's premises;
3. Did that breach the implied term of trust and confidence. Specifically:
 - i. Did the Respondent behave in a way that was calculated or likely to destroy or seriously damage the trust and confidence between the Claimant and the Respondent?
and
 - ii. Did it have a reasonable and proper cause for doing so?
4. If there was any such breach, was it a fundamental one? Was the breach sufficiently serious to entitle the Claimant to terminate the contract of employment?
5. Did the Claimant resign in response to the breach?
6. Did the Claimant affirm the contract before resigning?
7. If the Claimant was dismissed, what was the principal reason for dismissal (i.e. what was the reason for breach of contract)?
8. If not, was it a potentially fair reason?
9. Did the Respondent act reasonably in all the circumstances in treating it as a sufficient reason to dismiss the Claimant? The Tribunal's determination whether the dismissal was fair or unfair must be in accordance with equity and the substantial merits of the case.

15. Protected Disclosure (Pursuant to sections 43A, 43B, 47B and 103A ERA)

1. Did the Claimant make a protected disclosure within section 43A ERA

by:

- i. In March 2023, the claimant verbally reporting to Mr Hussain and Mr Akbar that the shutters had been down for almost a year to the fire exit, and requesting the shutters were opened so the exit could be used in an emergency.
- ii. On 21 December 2023, the claimant reporting to Mr Hussain and Mr Akbar by email that the fire exit was blocked and locked with the shutters pulled down and that this was illegal and a health and safety issue for herself and others

2. With respect to each alleged protected disclosure:

- i. Did the Claimant make a disclosure of information?
- ii. Did the Claimant believe that the disclosure was made in the public interest?
- iii. Was that belief reasonable?
- iv. Did the Claimant believe that the disclosure tended to show one or more of the following:
 - a. That a criminal offence had been, was being, or was likely to be committed;
 - b. That a person had failed, was failing or was likely to fail to comply with any legal obligation;
 - c. That the health or safety of any individual had been, was being or was likely to be endangered;
 - d. That information tending to show any of these things had been, was being or was likely to be deliberately concealed?
- v. Was that belief reasonable?
- vi. Was the disclosure made to the claimant's employer?
- vii. Did the Respondent do the following things:
 - a. On several occasions over April to December 2023 Mr Akbar and/or Mr Hussain and/or Mr Khan fail to safeguard the Claimant from receiving the Claimant's ex partner's emails/calls from being sent/made to the Respondent's premises.

- viii. If so, by doing so, did it subject the Claimant to a detriment?
If so, was it done on the ground that the Claimant made a protected disclosure?

16. Direct sex discrimination and harassment.

The incidents complained of for both these claims were identical, so we have listed them in once place.

17. Did the Respondent do the following things:

1. On several occasions over April to December 2023 Mr Akbar and/or Mr Hussain ask the Claimant why she did not give her ex-partner (Mr Ali) another chance (para 13 ET1);
2. On several occasions over April to December 2023 Mr Akbar and/or Mr Hussain and/or Mr Khan fail to safeguard the claimant from receiving the Claimant's ex partner's emails/calls from being sent/made to the Respondent's premises (para 14 ET1);
3. On several occasions over April to December 2023 Mr Khan engage in discussions regarding the contents of the Claimant's ex-partner's abusive emails (para 19 ET1);
4. On several occasions over April to December 2023 Mr Akbar and/or Mr Hussain question the Claimant regarding her ex-partner's abusive emails in an intimidatory tone (para 23/29);
5. On 21 December 2023, Mr Hussain swore at the Claimant and refused to accept her resignation letter (para 23/29) and dismissed her; and
6. Over the period 21 December 2023 to 17 January 2024, Mr Khan remove the Claimant's 'out of office' notice on her emails which enabled the Claimant's ex-partner to send her abusive emails (para 31).

For the purposes of the direct discrimination claim, the tribunal will need to consider the following in relation to each act-

18. Was this less favourable treatment, i.e. was the Claimant treated worse than a hypothetical comparator? There must be no material difference between the circumstances of the comparator and the circumstances of the Claimant.

19. Did the Respondent's treatment amount to a detriment?

20. If so, was it because of the Claimant's sex?

For the purposes of a harassment complaint the tribunal will need to consider the following-

21. Was it unwanted conduct?

22. Did it relate to sex?
23. Did the conduct have the purpose of violating the Claimant's dignity, or create an intimidating, hostile, degrading, humiliating or offensive environment for the Claimant?
24. If not, did it have that effect (taking into account the Claimant's perception, the circumstances of the case and whether it is reasonable for the conduct to have that effect)?

The hearing

25. The hearing was listed to take place over 5 days in person in Leeds Employment Tribunal between the 7th and 11th April 2025.
26. The Claimant attended and represented herself. The Respondent was represented by Mr G Mahmood of Counsel.
27. The Respondent submitted witness statements for 6 witnesses but only 4 of those attended to give evidence- Haroon Khan, Kehkashan Ahmed, Aurangzeb Akbar and Shafayat Hussain. The Respondent said it did not consider that the other 2 witnesses added anything. It was explained to the Claimant that as those witnesses did not attend, their statements would not carry much weight. She did not raise an issue about their non-attendance.
28. The Claimant had made an application to strike out the response before the hearing. This was dealt with as a preliminary matter.

Application to strike out

29. The application was based around the documents that been disclosed by the parties.
30. The Employment Tribunal was supplied with a 702-page bundle by the Respondent. The Respondent explained the bundle had been slightly smaller when initially provided to the Claimant but prior to the hearing the Claimant had asked for additional documents to be added, which they had agreed to.
31. There was also a supplementary bundle of 802 pages. The parties explained that the emails from the Claimant's ex-partner had been placed in the main bundle, but those emails contained many attachments. The Respondent had not considered them to be relevant and so had not included them in the bundle. The Claimant had requested they be provided so a supplementary bundle was created by the Respondent. The

Respondent confirmed it did not intend to rely upon any of the documents in that bundle.

32. The Claimant said she had been disadvantaged because she had only been provided with that bundle on 4th April 2025 and had not had an opportunity to read all the documents in it to see if there was something she wanted to rely upon or cross examine a witness on.
33. The Claimant also said that the Respondent had failed to comply with the Employment Tribunal directions. Witness statements were due to be served on 28th February 2025, with the Respondent providing the bundle to the Claimant by 20th December 2024. The Respondent said that an electronic bundle had been sent in December 2024. A paper bundle was later sent in February 2025.
34. The Claimant confirmed to the Tribunal that the Respondent's witness statements, and the main bundle had been in her possession since late February 2025.
35. The tribunal explained to both parties that strike out was an extreme measure and should not be taken lightly. Whilst it was possible for a Response to be struck out for failure to comply with directions, the Employment Tribunal would need to consider how that failure had impacted the case and the hearing. If a fair hearing was not possible because of the Respondent's failure to comply, it was more likely they would be struck out.
36. It was this Tribunal's decision that, in this case, as far as any failure to comply with directions was concerned, it did not appear that this had meant a fair hearing was not possible. The Claimant confirmed she had had adequate time to prepare.
37. In relation to the supplementary bundle however, the Claimant could not say whether this had disadvantaged her as she had not properly read through it. The Claimant was given time during the Employment Tribunal's reading time to look at those documents to say if there was anything she had not seen or wanted further time to consider. She then confirmed there was not anything she wanted to rely upon.
38. As such, there was no basis for striking out the response. However, the Tribunal agreed that the position might be reconsidered if a document in the supplementary bundle needed to be relied upon by either party and it was clear it had not been disclosed in sufficient time before the hearing for the Claimant to consider it.

39. As it transpired, no documents in the supplementary bundle were relied upon by either party during the course of the hearing.
40. The Claimant explained to the Employment Tribunal on day 2 of the hearing that she was unlikely to be able to attend on Friday as she was becoming too unwell. She asked about her options for making submissions and whether or not she needed to be present when the Tribunal delivered the judgment orally.
41. The Claimant confirmed on day 3, after all the evidence, that she did not wish to attend on day 4 and instead only give written submissions. The Employment Tribunal agreed to this approach, as did the Respondent.
42. The Claimant was asked to write in to say whether she wanted to attend on day 5 or not so the Employment Tribunal could consider the best way to communicate this decision to the parties. The Claimant was told she could attend and hear the judgment being delivered orally, or attend via CVP, or the decision could be reserved and sent out in writing. It was explained that to the parties that if a written judgment is given, that would appear in full on the Employment Tribunal's website.
43. The Claimant wrote on day 4 to say she would not attend at all on day 5 and that she was happy for the Employment Tribunal to deliver the judgment orally to the Respondent alone on day 5. The Employment Tribunal considered this and felt it was not reasonable to do this, as, if they did, the Respondent would hear the full reasons for the decision, but the Claimant would not know them as she would only get the short form judgment.
44. The only fair way then of communicating the decision then was to provide full written reasons for both parties. Neither party therefore attended on day 5.

Findings of fact

45. After considering all the evidence and reviewing the documents we were taken to, the tribunal made the following findings of fact.
46. It should be noted that many issues were discussed which in the end did not appear to go to any of the claims and issues. The tribunal has limited their findings to just the points that are relevant to any of the claims and issues.

Start of employment up to May 2022.

47. Claimant began working for on 2nd December 2013.

48. The Claimant said that she had had no formal legal training as she did not have a law degree and was not a qualified solicitor. Her knowledge was based on on-the-job training to do her particular type of work.
49. The Claimant was in a relationship with a Mr Tusswar Ali that ended, according to the Claimant "in covid times". When pressed on this, the Claimant said that this was during a lockdown. She thought it was 2021, but when it was explained that the lockdowns ended around the end of 2020. On clarification, the Claimant said that she was not clear on the specific date but certainly knew the relationship ended before Mr Ali became a client of the Respondent in 2022.
50. Claimant said that she was still on speaking terms with Mr Ali after the breakup, but it was noted that the Claimant had reported him to the police and submitted a statement regarding a claim that Mr Ali owed the Claimant some money before 2022. It was accepted that the claim was withdrawn, but the police continued to prosecute Mr Ali. He was placed on bail, with conditions to not contact or visit the Claimant and Mr Ali eventually ended up remanded in prison in late 2022.
51. In May 2022, Claimant referred Mr Ali to the Respondent as a potential client with a claim. She says that she told the Respondent that he was an ex-partner.
52. We did not consider this fact was relevant to the claims and issues. Even if Mr Ali was an ex-partner, that did not mean he could not be referred to the Respondent as a client. If they were on good terms as the Claimant says, that would not present a conflict as such.
53. The relationship at that time with Mr Ali is wholly unclear and it is difficult for us to draw any form of conclusion as to the exact state of the relationship at that time.
54. The fact that Claimant was acting for Mr Ali does not appear to be a problem until sometime later, in 2022.

The August 2022 incident

55. In August 2022, whilst Mr Ali was still a client of the Respondent, he attempted to enter the Respondent premises. This was captured on CCTV. He did not gain entry
56. The Respondent say that they spoke to Claimant about this and reassured her about their security measures. The Claimant did not dispute this and so we accept that such a conversation took place.

57. What isn't clear is why neither the Respondent nor the Claimant identified there was a potential conflict in Claimant handling Mr Ali's case when this incident occurred. There was a dispute about whether, as the Respondent says, the Claimant failed to mention that Mr Ali was a client.
58. Even if the relationship between Claimant and Mr Ali had been cordial before, at this point it is clear the Claimant was concerned about his behaviour. It should have been clear that it would no longer be right for the Claimant to continue to deal with Mr Ali's claim if she was now fearful of him.
59. The only conclusion this Tribunal can draw is that Claimant never said that Mr Ali was also a client.
60. Mr Ali's claim was concluded in September 2022, and he was awarded some monies. This is when the situation became more acrimonious.
61. The Claimant arranged for monies to be transferred to Mr Ali by BACs transfer in instalments. However, in October 2022 the Claimant requested that the Respondent send out the final instalment by cheque. The Claimant says that Mr Ali instructed her to do this in a call, and she wrote his instructions from the phone call down on a post it note. She says she did this as he called after work hours, but she wrote the post it the next day and cannot explain why she did not record the instructions into the Respondent's case management system
62. That cheque was to be sent to a different address in London than all previous correspondence to Mr Ali had been sent. Again, the Claimant said that this was on his instructions.
63. That cheque never made it to London and was instead cashed under a false name in the West Yorkshire area.

The complaints by Mr Ali

64. Mr Ali was aggrieved by this and then by telephone made an accusation to the Respondent that the Claimant had fraudulently stolen his money, on the 28th April 2023.
65. Mr Ali sent a further email of complaint on the 7th May 2023 (page 119) and accused the Claimant of theft. The Claimant submitted a resignation on the 9th May 2023 (121).

The May resignation

66. The reason given by the Claimant in her resignation in May 2023 was that she wanted to have a “fresh start”. The Claimant references her “stalker” and that he would continue to ring and harass her if she stayed. This was clearly a factor in her decision to submit her resignation. The Claimant stated that her last working day would be in 3 months’ time- the 8th August 2023.
67. The Claimant makes no reference to alleged failings by the Respondent, such as in relation to the fire exit or in relation to not protecting her from Mr Ali’s communications.
68. The Claimant does not leave however and continues working after the 8th May 2023. We also found that around this time the Claimant confirmed to Mr Akbar that Mr Ali was her ex-partner.

Further complaints by Mr Ali

69. Mr Ali continued to make complaints by email to the Respondent about “theft” of his monies. He threatens legal action, both civil and criminal.
70. The Respondent replies back to Mr Ali on the 22nd May 2023 (page 137) and tells him that his complaints are not upheld.
71. Up to this point, the email communications from Mr Ali are largely focused on his complaint. There does not appear to be abusive or upsetting language in them.
72. The Claimant alleges that she was receiving abusive phone calls and emails to her personal number and address, but we were not provided with evidence of these. In any event, those would not be in the Respondent’s remit to prevent.

The Solicitors Regulation Authority (SRA) investigation

73. On the 23rd June 2023, the Solicitors Regulation Authority contact Respondent to say they are investigating allegations by Mr Ali about the theft of his compensation monies.
74. Aurangzeb Akbar of the Respondent investigates this. He says that he spoke to Claimant about the SRA enquiry to ascertain the facts. The Claimant said she was not asked about the matter at that stage
75. Aurangzeb Akbar failed to produce any notes of meetings with Claimant, or even emails showing he had discussed his response with her. In the absence of such, and bearing in mind the regulatory nature of the enquiry, we find that Aurangzeb Akbar did not speak to Claimant about the matter

at this stage. If he had done, we consider there likely would have been some notes taken of that meeting to note down the responses the Claimant gives.

76. At this stage, the investigation is all about the money. There is no allegation about the relationship between the Claimant and Mr Ali and the potential for a conflict of interest. Aurangzeb Akbar himself said he could gather most of the information from the file in order to respond to the SRA, which it appears he did, given the content of his response.

Abusive emails from Mr Ali

77. From around June 2023, Mr Ali then starts to send much more derogatory emails to the Respondent.

78. He began a campaign of sending emails to the Respondent to various email addresses. These included the firm's general email in-box as well as members of staff at the firm – Haroon Khan, Shafayat Hussain, Aurangzeb Akbar and the Claimant. The number and frequency of those emails increased from September 2023.

79. Those emails contained accusations of fraud against Claimant and the firm as well as abusive comments. Mr Ali also made threats and abusive comments towards Haroon Khan.

80. The Respondent accepted the content of his emails could be considered to be hurtful or harassing and distressing to the Claimant. It is accepted that Mr Ali also made abusive comments to other people, in particular Haroon Khan.

81. The Claimant was not copied into all the emails. It is accepted that the Respondent did not forward on to the Claimant those emails which she was not copied into.

82. The Claimant said that the Respondent should have done more to protect her from Mr Ali's abuse. During the proceedings she said that the Respondent should have set up a new email address for her at work, so that Mr Ali's emails would not reach her. We do not find that the Claimant expressly asked the Respondent to change her email address. She did ask for the emails to be blocked and explained how upsetting they were but we do not agree that she asked for a new address to be set up, based on the evidence before us.

83. The Respondent said that they could not set up a new email address as it would have been impractical. They cited the fact that the Claimant had 30-

40 litigated files, and her email address would be known as the point of contact to lots of different people on each of those files.

84. The Claimant agreed she had between 30-40 files, but says that she only got about 5 emails a day. The Respondent said it was more likely to be 50-60. We find it is more likely than not that the Claimant did receive much more than 5 emails a day. We cannot sensibly agree that a litigator with that many active files only receives a handful of emails, given most of the work is done by email.
85. The Respondent said that if it set up a new email address for the Claimant, the old one would have still received emails from people involved in her cases, so it could not be shut down. Mr Ali would still then be able to email it. The Respondent would then have had to have someone monitor that inbox to ascertain which emails then needed to be forwarded on to Claimant.
86. That would have taken time and resources, as well as caused potential confidentiality problems as the Claimant may have been receiving personal information via email to her.
87. We accept it would not have been reasonable or practicable in the circumstances for the Respondent to do this.
88. In any event, we do not find that the Respondent had decided to not set up the alternative email address because of Claimant's gender. The reason was because they felt it was too impractical.
89. The Claimant also suggests that the Respondent should have blocked Mr Ali's emails. The Respondent explained why they could not do this: because there was an ongoing dispute with Mr Ali, he was a current client who had complained, and there was also the Solicitors Regulation Authority investigation ongoing. We accept that these were reasonable reasons to not block him.
90. The Respondent also said blocking him would have been fruitless as Mr Ali was regularly updating and changing email addresses. It would have been near impossible to stop all communications from him getting through.
91. We accept on 4 occasions the Respondent wrote to Mr Ali with "cease and desist" letters asking him to stop communicating with them as he had been doing to date.
92. We also accept that Haroon Khan received abusive emails and threats from Mr Ali. Haroon Khan was targeted as he had given a supporting statement for Claimant in one of her claims against Mr Ali. At no point has

the Respondent attempted to block Mr Ali from emailing Haroon Khan or provided Haroon Khan with a new email address.

Police investigation

93. In June and July 2023, there is also an investigation by the police into the accusations made by Mr Ali against Claimant and the Respondent.

2nd response to the Solicitors Regulation Authority

94. On the 6th July 2023, Aurangzeb Akbar writes to the Solicitors Regulation Authority to respond to some further questions by them.

95. In this letter Mr Akbar volunteers the information about the Claimant's relationship with Mr Ali, which he already knew from the conversation he had with the Claimant in May 2023.

2nd Solicitors Regulation Authority investigation

96. On the 10th October 2023, the Solicitors Regulation Authority contact Respondent again to inform them of an investigation.

97. In this letter, they ask for more details about the relationship between Mr Ali and Claimant.

98. Aurangzeb Akbar says that he discussed this letter with Claimant and the Claimant agrees such a meeting took place.

99. The Claimant alleges that she was spoken to in an intimidatory tone by Shafayat Hussain and Aurangzeb Akbar.

100. We do not find that Shafayat Hussain spoke to the Claimant at all about the matter. Shafayat Hussain was largely off sick during this period and it is clear that Aurangzeb Akbar handled all the investigation and response to Mr Ali, the police and the Solicitors Regulation Authority.

101. In relation to Aurangzeb Akbar, the Claimant could not say when he spoke to her in this way, what was said or how. In the absence of any specificity, we cannot fairly find that he questioned her in an intimidatory tone.

102. We accept that he discussed her relationship with Mr Ali, but at this stage it becomes necessary to do so, given the Solicitors Regulation Authority are asking specific questions.

103. The Claimant says that Aurangzeb Akbar and Shafayat Hussain asked the Claimant why she didn't get back together with her ex-partner or marry him. We do not believe that Shafayat Hussain did this as we find that he did not involve himself in this matter due to his health problems and intermittent attendance at work.
104. In relation to Aurangzeb Akbar, the Claimant could not say when he was supposed to have said this and what specific words were used. In the absence of specific allegations, we find it more likely than not that he did not make such a comment.

Fire exit

105. We accept that sometime in early 2023, the Claimant made a complaint about her safety at work.
106. The Claimant says that this was in March 2023, but this would not fit in with the timeline.
107. In March 2023, Mr Ali was still in prison and so the Claimant would not have a reason to fear for her physical safety.
108. He was released in April 2023, and it was at that point he raised his complaints about his missing money. We consider it is more likely that the Claimant would be concerned about her safety from that point. Those concerns would have led her to raise the issue about the fire exit as an escape route from the office if Mr Ali entered it.
109. The main office is open plan. The external fire exit is at the rear of the offices with a security shutter. That shutter is lockable and has to be unlocked before the shutter can be raised manually, providing access to the fire door.
110. On 12th October 2023 (page 256), Claimant complained again in an email about the fire doors. Now she alleges that they have been shut for nearly a year.
111. The Respondent says that is not correct. They say that the shutters were open every day. Ms Kehkashan Ahmed had overall responsibility, but other people could and would open it, depending on who came into the office first.
112. We find this explanation to be credible. All of the Respondent witnesses confirmed it was. On this point we believed them as it was more likely than not to be true.

12th October 2023 email

113. In that email on the 12th October, as well as complaining about the fire door shutters, the Claimant also raises that she wishes for the Respondent to block emails from Mr Ali.

114. She does not state that she wishes for Respondent to change her email address, nor say that she has raised this before.

Claimant's resignation in December 2023

115. On the 13th December 2023 the Claimant submits a resignation (page 329) by email.

116. The Claimant says that she had already given notice and that meant her notice period had now expired. We took this to be a reference to the email the Claimant sent on 9th May 2023.

117. The Claimant says that she has 8 days holiday which would take her up to the 17th January 2024, but she will not be returning to the office after the 5th January 2024.

118. The Claimant says that she has suffered a lot of stress, and she is "*not able to take it anymore*".

119. The Claimant does not allege the Respondent has failed to safeguard her, or spoke to her in an inappropriate way, or done anything else to cause her to leave.

120. The Claimant accepted in her evidence that she had found a new job before handing this notice in.

121. After this date, the Claimant made a request for £8,000. The Claimant explained to the Tribunal that when she referred Mr Ali as a client to the Respondent, they agreed with her that she would be paid 50% of the profit costs obtained on the matter.

122. The Respondent denied that this was agreed and said the standard referral fee was £200.

123. The Tribunal decided that it was not relevant whether this was agreed or not. What mattered was that the Claimant believed she was owed it, and the Respondent did not.

124. The Claimant met with Aurangzeb Akbar on the 20th and 21st December 2023 and he explained that the Respondent was not going to agree to pay her the £8,000 she was asking for.
125. On the 21st December 2023 at 13.48, the Claimant emailed Aurangzeb Akbar and copies in Shafayat Hussain to say that she felt she was being blackmailed to stay at the Respondent's firm as Aurangzeb Akbar has said he will only pay her the £8,000 if she stays with them.
126. The Claimant ended her email to say she will be seeking advice from ACAS. The Claimant confirmed in evidence that her intention was not to go to ACAS about the recovery of the money she believes she was owed, but about her employment relationship with the Respondent. However, the email doesn't give a reason as to why the Claimant was going to contact ACAS.

21st December 2023 meeting

127. The Claimant alleges that Shafayat Hussain came into the main office after reading that email and then swore about the Claimant as he entered the directors' office. The Claimant alleges that Mr Hussain then called the Claimant in to the directors' office and swore at her again. Shafayat Hussain denies doing this. Haroon Khan stated that he was in the Directors' office at that time and did not hear Mr Hussain swearing at the Claimant.
128. We find it more likely than not that he did swear or use similar language towards the Claimant.
129. We find that as Shafayat Hussain said he was recovering from illness at the time, he was therefore likely to have been more fragile and sensitive. He confirmed he had just read the email in the taxi on the way to the office.
130. It was also clear that the Respondent vehemently denied that the Claimant was owed the money she was claiming and so, we felt that it is more likely than not that Shafayat Hussain would have been unhappy with the Claimant's demand and lost his temper when he saw the Claimant's email. This came across clearly in his evidence.
131. The Claimant alleges then that she was fired by Shafayat Hussain in that meeting. The Claimant says that she was told to leave which she took to mean, leave the firm.

132. Shafayat Hussain stated in oral evidence that he was only telling Claimant to leave the room. He explained that, as the meeting was taking place the day before the office would close for the Christmas and New Year period and as there would only be 3 days to work on resumption, it would be appropriate for the Claimant to take 'garden leave' for the remaining period of her employment. He also told her not to contact any 'sources', reminding the Claimant of the restrictions imposed by her contract.
133. We note that after this incident, the Claimant did not leave the Respondent premises but instead stayed for at least an hour to carry out a handover of her work with Kehkashan Ahmed.
134. We find it more likely than not then that Shafayat Hussain did not dismiss the Claimant in the meeting or tell her to leave the Respondent's premises. He only told her to leave his room. He also placed her on garden leave by telling her that there was no need to return in January.
135. Had the Claimant believed she had been dismissed in that meeting; we find it more likely than not that she would not have stayed for the handover of her files.

Post December 2023

136. The Claimant alleges that sometime in January 2024, Haroon Khan removed the Out of Office (OOO) reply she had set up on her emails.
137. The Claimant was asked why this mattered. The Claimant explained that the OOO would indicate to Mr Ali that she had left the firm, and he would take that to mean he had "won" in his campaign against her. Since he had achieved what he aimed to do (that is, get the Claimant to leave her job at the Respondent), he would stop harassing the Claimant directly, through her work and personal emails.
138. Haroon Khan denied removing the OOO and said it was not in his power to do so. He said the Respondent had separate IT staff that would normally be the only people who would be able to access someone's account to do this.
139. The Claimant was asked what she was basing this allegation on as she had not been at work at the time and had not known who had removed the OOO, or even if it had actually been done. The Claimant told us that she was relying on a second-hand account from a former colleague who said they saw Haroon Khan sat at Claimant's computer after she left.

140. We do not think that this information was sufficient to call into question Haroon Khan's evidence on this point. We therefore do not accept that Haroon Khan turned the OOO off.

Relevant Law

Time limits

141. A claim for discrimination must be submitted within 3 months of the act complained of, or such other period as the tribunal thinks just and equitable (section 123 of the Equality Act 2010).
142. If there are a series of events that are connected, the time limit can be taken to start from the date of the last act in the sequence.

Unfair dismissal

143. Section 95 of the Employment Rights Act 1996 states that an employee can be treated as dismissed if one of the following occur
- *his or her contract of employment is terminated by the employer with or without notice — S.95(1)(a)*
 - *he or she is employed under a limited-term contract and the contract expires by virtue of the limiting event without being renewed under the same terms — S.95(1)(b), or*
 - *he or she has been constructively dismissed — S.95(1)(c). A constructive dismissal occurs when an employee resigns, with or without notice, because of a repudiatory breach of contract by the employer.*
144. If ambiguous words are used, the tribunal may need to determine if this amounted to a dismissal or not. The tribunal must take into account all the circumstances preceding, surrounding and following the incident to determine if there was an actual dismissal or not. The nature of the workplace may also be relevant regarding what the meaning of certain words should be.
145. If there is still ambiguity after that analysis has been done, the Tribunal should consider how a reasonable employer and employee would interpret the situation.
146. In Graham Group plc v Garratt EAT 161/97 the EAT held that the principle that ambiguity in commercial contracts should be construed

against the party seeking to rely upon them, should also be applied to ambiguous words or acts in the context of a dismissal or resignation.

Constructive dismissal

147. S.95(1)(c) of the Employment Rights Act 1996 states that a dismissal can also occur if the employee resigns in response to the employer's conduct. This is referred to as a "constructive dismissal".

148. In Western Excavating (ECC) Ltd v Sharp 1978 ICR 221, CA, the Court of Appeal ruled that, for an employer's conduct to give rise to a constructive dismissal, it must involve a repudiatory breach of contract.

'If the employer is guilty of conduct which is a significant breach going to the root of the contract of employment, or which shows that the employer no longer intends to be bound by one or more of the essential terms of the contract, then the employee is entitled to treat himself as discharged from any further performance. If he does so, then he terminates the contract by reason of the employer's conduct. He is constructively dismissed.'

149. A tribunal must find not only that this fundamental breach occurred but also that the employee resigned in response to that. They must also find that the employee did not affirm the contract and acquiesce to the breach.

150. If there is found to have been a constructive dismissal, the tribunal must then go on to consider if that dismissal was fair.

151. The fundamental breach can be of either an express or implied term. In many cases, employees rely upon the implied term of mutual trust and confidence

152. When considering whether an employer's breach is fundamental or not, the tribunal will consider the facts and circumstances. Often the finding will be unique to that employee and heavily dependent on the facts of that particular case.

153. That breach must be the reason the employee resigns. If they have left for some other reason, such as a new job, the tribunal may determine they have not been constructively dismissed.

154. Mr Justice Elias stated in Abbycars (West Horndon) Ltd v Ford EAT 0472/07,

'the crucial question is whether the repudiatory breach played a part in the dismissal', and even if the employee leaves for 'a whole host of reasons',

he or she can claim constructive dismissal 'if the repudiatory breach is one of the factors relied upon'.

155. If the employee waits too long after the employer's breach before resigning, they may be deemed to have affirmed the contract. Lord Denning MR stated in Western Excavating (ECC) Ltd v Sharp 1978 ICR 221, CA, the employee

'[the employee] must make up his mind soon after the conduct of which he complains: for, if he continues for any length of time without leaving, he will lose his right to treat himself as discharged'.

Protected disclosure

156. Section 43B Employment Rights Act 1996 sets out what amounts to a protected disclosure.

(1) In this Part a "qualifying disclosure" means any disclosure of information which, in the reasonable belief of the worker making the disclosure, is made in the public interest and tends to show one or more of the following—

- (a) that a criminal offence has been committed, is being committed or is likely to be committed,*
- (b) that a person has failed, is failing or is likely to fail to comply with any legal obligation to which he is subject,*
- (c) that a miscarriage of justice has occurred, is occurring or is likely to occur,*
- (d) that the health or safety of any individual has been, is being or is likely to be endangered,*
- (e) that the environment has been, is being or is likely to be damaged, or*
- (f) that information tending to show any matter falling within any one of the preceding paragraphs has been, is being or is likely to be deliberately concealed.*

157. The reasonable belief part of the test is in place to achieve a fair balance between workers who has a suspicion about something but may not necessarily be able to prove it and an employer who could be damaged by unfounded allegations being made.

158. The test for reasonable belief is a subjective/objective test. It requires an assessment of what that worker believed when making the disclosure and whether that belief was objectively “reasonable” to them, taking into account their personal circumstances (*Korashi v Abertawe Bro Morgannwg University Local Health Board* 2012 IRLR 4, EAT)

159. If a protected disclosure is found to have been made, the tribunal will then consider if the detriments alleged occurred. If they did, then they must finally find that there is a link between those and the disclosure for the claim to succeed.

Direct sex discrimination

160. Direct discrimination because of a protected characteristic is prohibited by the Equality Act 2010, section 13(1).

“A person (A) discriminates against another (B) if, because of a protected characteristic, A treats B less favourably than A treats or would treat others. “

161. Less favourable treatment is determined by comparing the Claimant to a real or hypothetical person who shares the same circumstances as the Claimant, save the protected characteristic.

162. To succeed the tribunal must also find that, if there is less favourable treatment, the reason for the treatment was because of the protected characteristic.

Harassment

163. Section 26 of the Equality Act 2010 sets out the definition of harassment.

(1) *A person (A) harasses another (B) if—*

(a) A engages in unwanted conduct related to a relevant protected characteristic, and

(b) the conduct has the purpose or effect of—

(i) violating B's dignity, or

(ii) creating an intimidating, hostile, degrading, humiliating or offensive environment for B.

164. The test for unwanted conduct is a question of fact. Subsection (4) provides some additional guidance to a tribunal.

(4) In deciding whether conduct has the effect referred to in subsection (1)(b), each of the following must be taken into account—

(a) the perception of B;

(b) the other circumstances of the case;

(c) whether it is reasonable for the conduct to have that effect.

Decision on claims and issues.

165. Applying the legal principles to the findings of fact, the Tribunal made the following decisions regarding the Claimant's claims.

Time limits

166. In respect of the discrimination claims, we find that these are in time. We find that the acts complained of form a continuing sequence of events and cannot be separated out. As one of the acts in the sequence was the complaint about failing to safeguard the Claimant from emails from Mr Ali, and this continued up to and after the Claimant's last day of work in December 2023 (which is in time) all the complaints are deemed to be in time.

167. In respect of the whistleblowing detriment claim, the detriment complained of is again the failure to protect the Claimant from emails from Mr Ali, which, as stated, is a series of connected incidents which continued up to 21st December 2023. The Respondent has accepted that acts after 23rd November 2023 are in time and so this claim is also in time.

Unfair Dismissal

Was the Claimant dismissed?

168. As set out above, we do not find that the Claimant was dismissed by the Respondent on the 21st December 2023. Although Shafayat Hussain did likely swear and tell the Claimant to leave the office, at most this was him telling her to leave the directors' office (not the entire workplace) and that she did not need to work her notice period, placing her on garden leave.

169. We find that his actions were in the heat of the moment and therefore could not be construed as an express dismissal. We also find that the Claimant did not interpret it that way. She remained in the office and completed her handover before leaving.

170. The Claimant did not query whether she had been dismissed or not. The Respondent did not follow up to clarify that the Claimant had been dismissed which we would have expected them to do if they were now dismissing her instead of accepting her resignation. We do not find that either Shafayat Hussain or Mr Akbar said that they were not accepting the Claimant's resignation.

171. As there has been no dismissal, the Claimant can only succeed with an unfair dismissal claim if she was constructively dismissed.

Constructive dismissal

Did the Respondent fail to deal with the Claimant's disclosures about the fire exit?

172. We find that the Claimant did raise complaints about these. There is no dispute about the complaint she raised in October 2023. In relation to a March 2023 complaint, we find that the Claimant likely raised the issue after then, given the timings of when she was making complaints to the police about Mr Ali harassing her, but it was more likely somewhere later in the period March-May 2023.

173. We also find that the Respondent did fail to respond to her about this. There is no record of any response in any way, not even to the email in October 2023. We were unable to find that Aurangzeb Akbar had spoken to her specifically about this concern during this period as he could not recall what he said or when.

Was this a breach of the implied duty of trust and confidence?

174. We have found however that the Claimant's complaints about the fire exit were baseless. The fire exit shutter was unlikely in our opinion to have been closed all the time for a year, as suggested by the Claimant. We accepted the evidence of the Respondent's witnesses which said it was opened every day by mid-morning at the latest. We do not find the Claimant to be credible in relation to this.

175. Because her concerns were baseless, it is not a fundamental breach of trust and confidence for the Respondent to have failed to respond. There was no genuine risk to the Claimant's health and safety and so she cannot say that the Respondent's actions destroyed her trust and confidence in them.

Did the Claimant resign in response to that breach?

176. We also find that this was not the reason for the Claimant's resignation.
177. When she submitted a resignation in May 2023, she did not cite this as a reason. The reason then appears to be connected to the complaint made the previous day by Mr Ali, and the Claimant wanting to get away from this.
178. In December 2023, the fire exit is again not raised as an issue. The Claimant had had no formal response to her email of 12 October which referred to the fire exit. The Claimant had found a new job, which was likely the main reason she resigned. We accept that there was a motivation to find another job and leave, but that was in our view was more to do with the accusations from Mr Ali and the complaints he was making to various agencies, not to the fire exit being closed.

Did the Claimant affirm her contract

179. In relation to both disclosures about the fire exit, we also find that, if there was a breach, the Claimant acquiesced to any breach and affirmed the contract. She continued to work after first raising her concerns. If she was so worried about her safety, we would not have expected her to continue to come into the office as normal for several months afterwards.
180. The Claimant's actions in continuing to work through that period also reinforced our finding that the shutters cannot have been closed all the time as suggested by the Claimant. If they were, we would have expected her to have taken more steps to protect herself.

Did the Respondent fail to safeguard the Claimant from emails and calls from her ex-partner

181. We found that the Respondent did not fail to safeguard the Claimant from emails from her ex-partner.
182. We found that the Respondent took the following steps which were reasonable-
- Not forwarding on to the Claimant any emails she had not already been copied into by Mr Ali.
 - Wrote to Mr Ali to tell him to stop emailing (the "cease and desist" correspondence).

183. We do not consider that it was reasonable or practicable for the Respondent to block Mr Ali's emails. They needed to see them because of the ongoing matters relating to his allegation against the firm and Mr Ali or others would have kept creating email addresses to subvert any block.
184. It was also not practicable or reasonable to create a new work email address for Claimant. As stated, it was necessary to keep her old email address active to ensure that work related emails were not being lost. We accept it was not reasonable to appoint someone to manage and monitor this email address.
185. We also find that the Claimant did not ever request for her work email address to be changed. She only requested the emails from Mr Ali to be blocked. The option of a new work email address only appears to have arisen more recently.
186. The Claimant agreed she was already ignoring the many emails from Mr Ali to her personal email address. We consider it would have been possible for her to do the same and not read the ones from Mr Ali going to her work email address.
187. As such, we do not consider the Respondents' actions to amount to a breach of trust and confidence in relation to the emails.
188. In relation to the phone calls, we note that the Claimant did request a change of phone number at some point, and this was done for her by the Respondent. Although it was not Aurangzeb Akbar or Haroon Khan or Shafayat Hussain who did this, the firm did provide her with a different direct telephone number. As such, there can be no breach here either.
189. As we have found that there was no breach in relation to the safeguarding of the Claimant, this cannot be the basis for a Constructive Unfair Dismissal claim.
190. This claim therefore fails.

Whistleblowing

Did the Claimant make a disclosure of information?

191. We accept that the Claimant raised the issue of the fire exit sometime in the Spring of 2023 and again in an email on 12th October 2023.

192. We accept that these were disclosures of information. We accept that the Claimant said what her concerns were about the fire exit.

Did the Claimant have a reasonable belief that the disclosure was in the public interest?

193. As an accessible open fire exit would affect all members of staff, and any visitors to the office, such a disclosure would reasonably be considered to be in the public interest

Did the Claimant have a reasonable belief that one of the six relevant failures has occurred or is occurring?

194. We find that the Claimant did not have a reasonable belief that either there was a health and safety breach, a criminal offence was being committed or that the Respondent was failing to comply with a legal obligation they were under.

195. We do not believe that the shutter was closed every day. We found that the Respondent's witness evidence was credible in relation to this.

196. We also find therefore that the Claimant cannot have believed that it was closed every day. Either it was open, or it was not. The Claimant cannot have had a mistaken belief it was closed when it was actually open, given the prominent place the shutter has in the office.

197. We find that the Claimant did not have an accurate recollection of whether the shutter was closed every day and exaggerated this when reporting her concerns to the Respondent.

198. There may have been occasions when it was open later than normal, or after the Claimant arrived in the office in the morning, but it was unlikely to have been closed all day. It was certainly unlikely to have been closed for a full year.

199. As such, the Claimant's concerns about the fire exit do not amount to protected disclosures and her whistleblowing claims therefore fail.

Was the Claimant subjected to a detriment?

200. The Claimant relied upon the failure to safeguard her from her ex-partner's phone calls and emails as the detriment for her whistleblowing claim. As we have found there was not a failure to do this, the whistleblowing claim would fail on this ground as well.

Direct sex discrimination/Harassment

Asking the Claimant to give Mr Ali a second chance

201. We found that Shafayat Hussain did not ask the Claimant this. He was off sick and absent from the office for most of the relevant period. We accepted his evidence that he was not involved in the matter and did not investigate it so would not have questioned the Claimant about this. We found him credible when he explained that he had little to do with the matter.
202. Aurangzeb Akbar was involved in investigating the matter however. He denied saying that he ever asked the Claimant about her getting back together with her ex-partner.
203. The Claimant could not provide any specific details of when this was said, what exactly was said and how.
204. Given the lack of specificity, we cannot find that this occurred. We accepted Aurangzeb Akbar's evidence that he never made such a comment.
205. As such, the claims based on this allegation fail.

Failing to safeguard the Claimant from emails or calls from her ex-partner

206. We have found that the Respondent did not fail to safeguard the Claimant. As such, the discrimination claims based on this allegation also fail.

Haroon Khan engaging in discussions regarding the content of the emails from the Claimant's ex-partner

207. The Claimant alleges that Haroon Khan would discuss the emails he received from Mr Ali in the office with colleagues, notably Kehkashan Ahmed.
208. She also alleged that he would go into the manager's office to discuss the emails with the directors, Shafayat Hussain and Aurangzeb Akbar, when he received them.
209. Haroon Khan denied discussing the emails in the main office openly.
210. Haroon Khan however accepted in his witness statement and in oral evidence that he did discuss the contents of the emails with the

Directors but stated that these discussions only ever happened in their office or in the boardroom (paras 27 and 28 of his witness statement).

211. Again, the Claimant could not provide any specific detail of the allegation.
212. Again, because of the lack of specificity, we find it more likely than not that Haroon Khan did not discuss the content of the emails in the office openly. He may likely have announced he had received a further email from Mr Ali, but we do not find that he discussed what Mr Ali had said about the Claimant in them.
213. We find that Haroon Khan did likely discuss the emails with the directors, as he did not deny this. We find that this would have been necessary however, given that the Respondent was dealing with the allegations raised by Mr Ali and would have needed to know whenever he contacted anyone at the firm.
214. We do not find that this is less favourable treatment. We consider that a hypothetical male comparator would have been treated the same way. If Mr Ali had been sending emails about a male member of staff to Haroon Khan, he would have also discussed these with the directors as he needed to, regardless of the person's gender.
215. We also find that this was not related to sex. We do not consider that Haroon Khan's actions were related to the Claimant's sex. As stated, there was a practical reason he needed to discuss them with the directors.
216. Whilst the Claimant might have found it distressing to know that Mr Ali had sent another email, we do not consider that Haroon Khan discussing that fact with the directors in private could have caused the Claimant to feel that her dignity was being violated or that there was an intimidating, degrading, humiliating, offensive or hostile environment being created by those discussions. There is no evidence that the Respondent directors ever treated the Claimant negatively because Mr Ali had sent emails to Haroon Khan.
217. The discrimination claims in relation this therefore fail.

Aurangzeb Akbar and Shafayat Hussain questioning the Claimant about the emails from Mr Ali in an intimidatory tone

218. We find that Shafayat Hussain did not do this. We accepted his evidence that he was not really involved in the matter due to his absence from work for much of the relevant period. We also do not find it credible that he would be unhappy with the negative reviews that Mr Ali was

posting about the Respondent online, and that he then vented his frustrations on the Claimant. The Respondent was fully aware that Mr Ali was disgruntled, and there is no evidence that they blamed the Claimant for this. Further, there was no evidence that Shafayat Hussain ever spoke to the Claimant about the emails or the reviews.

219. Aurangzeb Akbar did speak to the Claimant about the emails. He needed to as part of the investigation he undertook.
220. Again, the Claimant was not able to say what Aurangzeb Akbar said to her that was intimidating, how he said it or when. Again, the lack of specificity makes it difficult to find that this happened.
221. As such, we find that it is more likely than not that Aurangzeb Akbar did not speak to the Claimant in an intimidatory tone about the emails. We considered that there was no logic for the Respondent to blame the Claimant or be unhappy with her for something she had no control over. Nor is it consistent with the Respondent's behaviour towards her otherwise. For example, there is no suggestion that the Respondent accepted her first resignation in May 2023 or otherwise sought for her to leave.
222. As such, this discrimination claim also fails.

On 21st December 2023, Shafayat Hussain swearing at the Claimant and refusing to accept her resignation

223. We do not find as a fact that Shafayat Hussain refused to accept the Claimant's resignation. We found that at most Shafayat Hussain was placing the Claimant on garden leave and telling her to leave the office. This aspect of the claim therefore fails.
224. We found that Shafayat Hussain likely did swear at the Claimant. As stated above, he was likely upset at the Claimant's request for £8,000.
225. However, we do not find that this was less favourable treatment. If any hypothetical male comparator had asked for £8,000, they would also have been treated the same way.
226. We also find that this was not unwanted conduct related to sex. Although Shafayat Hussain actions may have been offensive or intimidating to the Claimant, we are satisfied that they were done because of the demand for £8,000 and were not in any way related to gender.
227. These discrimination claims also fail.

Haroon Khan removing the Claimant's "Out of Office"

228. We found that this did not happen.
229. The Claimant made the assertion that Haroon Khan had done this. He denied it.
230. The Claimant's allegation was based on something a former colleague had told her. They said they saw Haroon Khan sitting at her desk after she left. She has interpreted this as him removing the Claimant's Out of Office.
231. Firstly, this evidence was not credible given that the witness did not attend the hearing to have it tested.
232. Secondly, the allegation was not that someone had seen Haroon Khan remove the Out of Office, but just that he was sitting at Claimant's desk. This makes it even more difficult to accept as true.
233. Thirdly, we accepted Haroon Khan's evidence that he would have had to have had IT access to the Claimant's computer and account to do this. Again, this means it was even more unlikely to have happened.
234. Finally, we were not presented with a reason why Haroon Khan would do this. It would actually be counterproductive for someone in the Respondent to do this, as people emailing the Claimant would assume she was still working there and conducting her claims. This would cause a problem for Respondent if they did not pick up an email and deal with it. We cannot see a logical explanation why Haroon Khan would do this, and this makes it even more difficult for us to find it happened.
235. As we find that this did not occur, this claim also fails.

Employment Judge **Singh**

Date 12 May 2025

JUDGMENT & REASONS SENT TO THE PARTIES ON

22 May 2025

FOR THE TRIBUNAL OFFICE