



EMPLOYMENT TRIBUNALS

Claimant

Respondent

Mr Joseph Khasake

v

Digitalatto Limited

Heard at: London Central (in chambers)

On: 28 May 2025

Before: Employment Judge P Klimov (sitting alone)

JUDGMENT

(On Reconsideration)

The judgment of the Tribunal is as follows:

1. The respondent was in breach of contract by failing to pay the claimant his wages for the period 1 June 2023 – 31 December 2023.
2. The respondent is ordered to pay the claimant the sum of **£2,301.84 (net)**, being damages for breach of contract.

Reasons

1. On 1 August 2024, the Tribunal gave the Judgment that the respondent was in breach of contract by failing to pay the claimant his wages for the period 1 June 2023 – 31 December 2023 and ordered the respondent to pay the claimant the sum of US\$ 3,000 (net), being damages for breach of contract. The Judgment was sent to the parties on 7 August 2024.
2. On 14 August 2024, the respondent requested written reasons for the Judgment, which were provided on 7 September 2024.

3. No application for a reconsideration was received from the respondent. As far as the Tribunal is aware, no appeal to the EAT was submitted by the respondent with respect to the Judgment.
4. On 1 May 2025, the claimant wrote to the Tribunal as follows:

Dear Sir/Madam,

In regards to a judgment made against Digitalatto Ltd, I have been informed by the High Court Enforcement officers that they are unable to deal with the judgment due to the amount being in US Dollar currency because they can only deal with those in BGP. They therefore encouraged me to contact this office to request that the judgment amount be converted to GBP in order to allocate my case to HCEO. I humbly request assistance in this regard.

Kind regards

Joseph Khasake

5. In the circumstances I decided, on my own initiative, to reconsider the Judgment under Rule 71 of the Employment Tribunal Procedure Rules 2024. The notice under Rule 70(3) was sent to the parties on 14 May 2025, stating:

"Employment Judge Klimov, on its own initiative, proposes to reconsider the Judgment sent to the parties on 7 August 2024 and issue a fresh judgment in the same sum, converted to UK pound sterling at the applicable exchange rate at the date of the original judgment (1 August 2024), using the exchange rate, published on the UK government website (https://www.trade-tariff.service.gov.uk/exchange_rates/view/2024-8), i.e. £1 = US\$1.3033

The parties must write to the Tribunal and each other by 27 May 2025 with any representations they wish to make, including whether a hearing is necessary."

6. The claimant responded on 19 May 2025, agreeing with the proposal. In his response the claimant wrote:

"I would like to bring to the Tribunal's attention that we have come to this point where the amount must be converted because Digitalatto Ltd CEO has refused to pay judgment amount on several occasions despite ET Financial Penalties team's intervention. I believe this kind of behaviour should be highly condemned."

7. The respondent did not respond to the proposal. Neither party requested a hearing.
8. In the circumstances, I find that it is in the interests of justice to vary the Judgment by converting the awarded sum into British pounds at the applicable rate (as explained in my proposal, see para 5 above) to facilitate the enforcement of the Judgment. It appears that the respondent is not willing to meet its liability under the Judgment voluntarily, and the claimant's efforts to enforce the Judgment have run into a stumbling block of the awarded sum being expressed in US\$. If the Judgment is not varied as proposed, there is a real risk of the Judgment remaining unsatisfied.

Case Number 2217510/2024

Employment Judge Klimov

28 May 2025

Sent to the parties on:

4 June 2025

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For the Tribunals Office