



# EMPLOYMENT TRIBUNALS

**Claimant:** Mr A B Soares

**Respondent:** Primark Stores Ltd

**Heard at:** Reading **On:** 16 April 2025

**Before:** Employment Judge Anstis

## **Representation**

**Claimant:** In person

**Respondent:** Mr J Allsop (counsel)

**JUDGMENT** having been sent to the parties on 29 April 2025 and written reasons having been requested in accordance with Rule 60 of the Employment Tribunals Rules of Procedure, the following reasons are provided:

## REASONS

1. At the direction of EJ Shastri-Hurst I am addressing three matters in this hearing:
  - Were the claimant's discrimination/detriment claims brought within the relevant time limit and, if not, should the time limit be extended?
  - Was the breach of contract claim brought within the relevant time limit and, if not, should the time limit be extended?
  - Should the claim or any part of it be struck out because it has no reasonable prospect of success?
2. The first step of this process is to identify what the claims are. That has been done by EJ Russell, subject to some minor amendment by EJ Shastri-Hurst. Given the earlier dismissal of the disability discrimination claims, the discrimination claims are direct race discrimination, race harassment and victimisation. The detriment claims are in relation to health and safety. Each comprise multiple matters that I will assume for today's purposes can amount to a continuing act, but the latest acts complained of are 23 October 2024, 23 August 2024, 17 September 2024 and unclear, but possibly 6 September 2024. The claimant undertook early conciliation for one day on 17 January 2025 and submitted his claim from on 20 February 2025. On that basis I accept Mr

Allsop's submission that the claims were brought outside the relevant time limit, so the answer to the first question posed by EJ Shastri-Hurst is that none of the discrimination or detriment claims were brought within the relevant time limit.

3. The question that follows is whether the time limit should be extended. For discrimination claims the question is whether it is just and equitable to extend time and for detriment claims the question is whether it was reasonably practicable to bring the claim within the time limit and, if not, was it brought within a reasonable time thereafter.
4. On the detriment claims, it is well established that the rules for extension of time on a "reasonably practicable" basis are stricter than for a just and equitable extension of time.
5. Despite the matter having been flagged by earlier judges and by me during the course of the hearing, at no point has the claimant given any explanation of why his claims were not brought any earlier. Without any explanation as to why it was not reasonably practicable to bring the claim within time I do not see any proper basis on which I could extend time for the detriment claims. Accordingly the detriment claims are not within the jurisdiction of the tribunal and must be struck out.
6. "Just and equitable" extension of time is a different matter, giving me a much broader discretion to extend time. As Mr Allsop says, many matters can be considered but usually the most significant are the reason for any delay and the prejudice caused to either party by an extension of time.
7. As referred to before, it is unusual in this case that there has been no explanation of why the claims have not been brought without time, and Mr Allsop was technically correct to point out that the claimant had not at any point asked me to extend time. Neither factor is necessarily determinative of whether a just and equitable extension of time should be granted. On the question of prejudice, Mr Allsop says that there would be prejudice to the respondent if time is extended, because the memories of the witnesses will have faded. I accept that to an extent that is true, although it seems to me that that assertion counted for less than if there were positive evidence that the witnesses' memories have faded.
8. The point is finely balanced, but it seems to me that with Mr Allsop being able to point to some prejudice and with no explanation whatsoever having been given by the claimant of the delay, I should consider it not just and equitable to extend time, and so strike out the discrimination claims.
9. The breach of contract claim must arise on the termination of the claimant's employment, which was 23 October 2024. It is out of time and time should not be extended for the same reasons referred to in relation to the detriments.
10. The listing of this hearing does not specifically direct me to consider time issues in relation to unfair dismissal or unlawful deductions from wages, but they were

included in the respondent's application to strike out the claims and they have the same time issues as described in relation to the breach of contract and detriments claims, so must be struck out for the same reason.

11. That disposes of all the claimant's claims, but I will briefly address the question of striking out on the basis that various of the claims have no reasonable prospect of success.
12. First, Mr Allsop is correct to say that even if the claimant proves every matter he relies on in respect of race discrimination, race harassment or victimisation the claimant has not at any point identified "something more" that would justify an inference of discrimination.
13. Second, I accept that no health and safety matter within the meaning of s44 of the Employment Rights Act 1996 has been identified by the claimant, so that any claim of automatic unfair dismissal or detriments must be bound to fail.
14. If I had not struck out the claims on a time basis, the claims of discrimination, detriments and automatic unfair dismissal would have been struck out on the basis that they stood no reasonable prospect of success.

Approved by Employment Judge Anstis  
28 May 2025

SENT TO THE PARTIES ON

3 June 2025

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FOR THE TRIBUNAL OFFICE