



EMPLOYMENT TRIBUNALS

Claimant: Mr. U. Gol
Respondent: NSL Limited
Heard at: East London Hearing Centre (by CVP)
On: 15 & 16 April 2025
Before: Employment Judge Callan

Representation

Claimant: In person
Respondent: Mr. O. Lawrence, counsel

JUDGMENT

The claimant's claim of unfair dismissal contrary to section 95(1)(c) of the Employment Rights Act 1996 (constructive dismissal) fails and is dismissed.

RESERVED REASONS

The claim

1. The claimant presented a claim form on 7 April 2024 having commenced ACAS conciliation on 7 February 2024. The EC certificate was issued on 19 March 2024. His claim is that of unfair constructive dismissal.

The hearing

2. The hearing took place over the course of two days, on 15 and 16 April 2025. The claimant represented himself and gave evidence on his own behalf. He called no other witnesses. The respondent was represented by Mr. Lawrence of counsel. There was an agreed bundle consisting of 299 pages.
3. The respondent called three witnesses:

- (1) Ms. S. Smith, Base Manager – claimant's manager
- (2) Mr. N. Willis, Client Account Manager –informal grievance decision maker
- (3) Mr. M. Hussain, Operations Support Manager – formal grievance decision maker.

The issues

- 4. A case management hearing had taken place on 1 October 2024 held by CVP. The claimant had not attended. The issues to be determined were identified at that hearing as follows:

- 4.1 Was the claimant dismissed?

- 4.1.1. Did the respondent do the following things:

- 4.1.1.1 Did the claimant's base manager, Sarah Smith force him to do fraudulent acts including breaching GDPR?

- 4.1.1.2 Was the claimant threatened verbally and in writing by Asim Ramzan, a supervisor and/or Mohammed Ramzan, Asim Ramzan's brother, who was also an employee of the respondent?

- 4.1.1.3 Did the respondent fail to take action against Ms. Smith and others involved in the alleged bullying?

- 4.1.2 Did that breach the implied term of trust and confidence? The Tribunal will need to decide:

- 4.1.2.1 whether the respondent behaved in a way that was calculated or likely to destroy or seriously damage the trust and confidence between the claimant and the respondent; and

- 4.1.2.2 whether it had reasonable and proper cause for doing so.

- 4.1.3 Did the claimant resign in response to the breach? The Tribunal will need to decide whether the breach of contract was a reason for the claimant's resignation.

- 4.1.4 Did the claimant affirm the contract before resigning? The Tribunal will need to decide whether the claimant's words or actions showed that they chose to keep the contract alive even after the breach.

4.2 If the claimant was dismissed, what was the reason or principal reason for dismissal, i.e. what was the reason for the breach of contract?

4.3 If the claimant was constructively dismissed, the respondent accepts that it did not have a potentially fair reason for dismissal.

Findings of fact

5. Having considered the evidence I have heard and the final submissions made by the parties, I make the following key findings of fact to which I have applied the legal principles in reaching the conclusions set out below.
6. The claimant was employed by the respondent as a Senior Civil Enforcement Officer (CEO) based at Argall Avenue, Waltham Forest, from 4 December 2017 to 30 January 2024 when he resigned his employment. He was the training officer at his base. His supervisor at the time of these events was Asim Ramzan who in turn reported to Sarah Smith, Base Manager. The claimant took sick leave from 27 October 2023 to 30 January 2024.
7. The claim to the tribunal stated that Sarah Smith made him do fraudulent activities, including breaking GDPR. When he complained to higher management and HR, he received threats both verbally and in writing, but management and HR took no action against Sarah Smith. He alleged although he had provided evidence which showed she had made him do these things, they took no further action against her and other people (who he didn't identify in the claim form). In the additional information section of the form, he stated the company had breached GDPR and took no action against bullying and threatening behaviour which he stated was fully in evidence.
8. In or about March 2023, Ms. Smith became aware that many of the CEOs had not done the training they were required to complete. The training was conducted online. However, a difficulty arose in that access to the HR system (CoreHR) required passwords to be inputted. There was a difficulty in that the system was not accepting the passwords of the CEOs based at Waltham Forest. To overcome the difficulty it was necessary to do a master re-set of all the passwords for the Waltham Forest CEOs. Ms. Smith instructed the claimant to assist the staff with the reset and make sure everyone could access the CoreHR system. Once the staff were able to access the CoreHR system, he was to encourage the CEOs to complete any outstanding courses.
9. The claimant says that Ms. Smith was very concerned about the staff not completing their courses prior to an audit taking place. There were a number of emails to the claimant from Sarah Smith asking the claimant to ensure the staff had completed their courses before their due dates. There were no emails directing the claimant to complete the courses for them.
10. The IT support services (Centrality) provided temporary passwords which gave access for 48 hours only and the CEOs were to change their

passwords to a personal password within that timeframe.

11. A spreadsheet was devised to show when the CEOs had completed their required training. The CEOs were expected to complete the courses themselves. By 24 April 2023, a number of CEOs still had courses to complete and Ms. Smith emailed the claimant requesting that he ensure that they completed their courses by the required dates. She asked the claimant again in July 2023 to ensure the CEOs were completing their courses, and if necessary, he should reduce their time on the streets by 2 hours to complete them. Specific training days were arranged for 3 July and 17 July 2023. Due dates for the courses were amended as some dates had expired in April and May. One of the difficulties in completing the courses was that the respondent had an agreement with the client (Waltham Forest) that the staff would be carrying out parking enforcement work on the streets for a set number of hours.
12. In September 2023, the Waltham Forest base was experiencing problems with handheld devices which the CEOs use when logging their activities, in particular, noting parking infractions and the issue of PCNs. Additional handheld devices were ordered. During the week of 11 September to 18 September 2023 with the agreement of Waltham Forest, the client, CEOs on the early shift could finish early so as to pass over their hand held devices to the late shift. Those CEOs finishing early would fulfil other duties such as driving colleagues to work sites and assisting with suspension signs where that work was available. Mr. Gol asserted that the early shift CEOs had been given a target of 15 PCNs and after that, they were able to return to the base and finish early. However, Ms. Smith's evidence was that the client did not pay the respondent according to numbers of PCNs issued but on the number of CEOs conducting on-street parking enforcement. The client had access to reports showing where CEOs have worked and if the CEOs had stopped working without the client's agreement, payments to the respondent would have been withheld.
13. The claimant had submitted a grievance on 27 October 2023 in which he alleged Asim Ramzan, a supervisor, had subjected him to bullying by sending him threatening messages. The claimant said Asim Ramzan had called him a snake, "pussy boy" and referred to him as "testicle". These terms were evidenced in a number of screenshots of WhatsApp and Snapchat messages from around 12 to 27 October 2023. The claimant's grievance raised these matters together with an allegation that Asim would require him to cover Asim's work and that Asim's brother, Mohammed Ramzan received more favourable treatment. The claimant stated in the grievance that Sarah Smith had called him to see if there was anything in her power she could do and was supportive of him. There were no allegations against her.
14. Nigel Willis was assigned to undertake an informal discussion in accordance with the respondent's grievance policy. Mr. Willis acknowledged receipt of the grievance on 31 October, reassuring him that it would be taken seriously. Mr. Willis met Asim Ramzan on 2 November to discuss the claimant's grievance. Mr. Ramzan admitted that he had sent

the WhatsApp messages but denied the Snapchat messages were his. He alleged the claimant was known for having false media accounts. However, the WhatsApp messages which Mr. Ramzan admitted were his did contain the terms “testicle” and “pussy boy”. Mr. Willis suspended Mr. Ramzan pending investigations.

15. By this time the claimant was absent from work on sick leave. However, he contacted Mr. Willis by email and Mr. Willis arranged a Teams meeting with the claimant which was held on 16 November 2023. During the call, the claimant stated he was fearful that if he returned to work and Mr. Asim Ramzan was still in place, Asim would find a way to get rid of him and that the bullying would continue.
16. As a result of Mr. Willis’s interview with Mr. Asim Ramzan, a disciplinary process was commenced in respect of allegations against him. Mr. Ramzan resigned before disciplinary findings were made against him.
17. On 2 December 2023, the claimant raised a formal grievance by email in respect of allegedly being instructed by Sarah Smith to complete core courses for CEOs “back in March 2023”, being forced by Asim Ramzan to complete his courses, Sarah Smith allegedly getting Asim Ramzan to threaten him and saying she would change his shifts and take his Sunday working from him so as to make him keep his mouth shut, favouritism by Asim of his brother Mohammed who also worked for the respondent, and Asim arriving late, leaving early and altering records to hide his misconduct.
18. This formal grievance was dealt with by Mohammed Hussain, Operations Support Manager, based in the City of London. Following receipt of the grievance on 2 December 2023, Mr. Hussain sent an invitation on 6 December 2023 for the claimant to attend a meeting on 15 December to discuss his grievance. The central allegations were that Ms. Smith had encouraged Asim Ramzan to threaten the claimant, and that Ms. Smith had caused the claimant to breach GDPR by completing online training courses for CEOs in March 2023.
19. Mr. Hussain conducted interviews, including with Sarah Smith and others named by the claimant, and reviewed the information available in respect of the grievances raised. Following these investigations, Mr. Hussain drafted a grievance outcome letter which informed the claimant (as he already had been told by Mr Willis) that Asim Ramzan had resigned his employment and would not be present at the workplace on the claimant’s return to work. Further, Mohammed Ramzan had been removed from that base as it had been found he was guilty of misconduct which did not merit dismissal but nonetheless it was appropriate to transfer him to another base.
20. Despite investigating the allegations that Sarah Smith had directed the claimant to complete the online courses of other CEOs, Mr. Hussain found that those CEOs confirmed that they had completed the courses themselves and he had no reason to doubt their veracity.

21. Mr. Hussain reviewed the screenshots of messages sent to and from Sarah Smith. He triangulated that with what he had been told by the CEOs he had interviewed and concluded that they did not relate to the claimant doing courses for those CEOs but confirmed he had got the CEOs online so they could do their courses themselves.
22. Similarly, Mr. Hussain investigated the allegations of favouritism in respect of Mohammed Ramzan and found the evidence did not bear out the allegations he conducted what I consider to have been an appropriately thorough review of the available evidence.
23. The allegation relating to a breach of GDPR was investigated and Mr. Hussain found that temporary passwords were stored on spreadsheets and had been sent by email. On that basis, he partially upheld the claimant's allegation relating to the poor practice of saving passwords.
24. The allegation that Sarah Smith had set targets for the issuing of PCNs and that between 11 and 18 September 2023 she had instructed Leigh Tedder and Asim Ramzan to direct 4 CEOs to issue 15 PCNs each and once they had done so, they could end their shifts early was investigated and not upheld. I find that Mr Hussain conducted a reasonable and thorough investigation during which he examined records and interviewed those CEOs who were available to participate.
25. Following the decision to dismiss all but one point raised by the claimant. Mr. Hussain offered to chair a welfare meeting to facilitate the claimant's return to work and to have a conciliation meeting between both the claimant and Sarah Smith. The claimant did not pursue the offer but resigned citing that he believed there was an absence of appropriate action in respect of the workplace matters he had raised. This was despite Mr. Asim Ramzan no longer being in the employment of the respondent and Mr. Mohammed Ramzan being transferred to work at another base so that the claimant would not have to work with him.
26. The claimant's witness statement gave limited details, consisting of just over a page. The claimant ended the statement with the following:
 - 26.1 "In summer I believe that the employer's actions was unlawful and the right procedures was not taken and everyone including HR did everything in their powers to protect Sarah Smith so the company is not in trouble for breaching a major GDPR" [sic].
27. The claimant mentioned in his email on 30 January in general terms that there were instances of bullying by his base manager, Sarah Smith, and a threat from another employee, which had not been adequately addressed and this had created an unsafe working environment for him.
28. During cross examination by Mr. Lawrence, Mr. Gol said that Ms. Smith had got Asim Ramzan to threaten him and that she was trying to get Mr. Gol dismissed. This was prior to his commencing sick leave. He said that he had received threatening telephone calls from someone else. This, he

alleged, took place between October 2023 and end of January 2024 when he resigned. Mr. Gol did not allege that the calls were made by Ms. Smith but that she was nonetheless the instigator and that they were made on her behalf. There was very scant evidence of this and indeed, Mr Gol did not identify who had allegedly made the calls or what the content of them was. However, in the meeting he had with Mr. Hussain on 15 December 2023, after confirming the threats and bullying by Asim Ramzan had been dealt with in the informal grievance, Mr. Hussain asked him if there had been any other threats and bullying incidents. Mr. Gol said that there had not been any.

Relevant law

29. Section 95 Employment Rights Act (ERA) defines the circumstances in which an employee is dismissed for the purposes of the right not to be unfairly dismissed under section 94. Section 95(1)(c) provides that an employee is dismissed by his employer if the employee terminates his contract of employment (with or without notice) in circumstances in which he is entitled to terminate it without notice by reason of the employer's conduct. This is known as 'constructive dismissal'.
30. The word 'entitled' in the definition of constructive dismissal means 'entitled according to the law of contract.' The 'conduct' must be conduct amounting to a repudiatory breach of contract, that is conduct which shows that the employer no longer intends to be bound by one or more of the essential terms (express or implied) of the contract of employment (**Western Excavating (ECC Ltd) v Sharp** [1978] I.C.R. 221, CA).
31. In this case, the breach of contract relied upon by the claimant is of the implied term of trust and confidence. In **Malik v BCCI** [1997] ICR 606, the House of Lords held that if, without reasonable and proper cause, the employer conducts themselves in a manner calculated or likely to destroy or seriously damage the relationship of confidence and trust between employer and employee, the employee is entitled to terminate their employment for the purpose of section 95. However, they must do so without undue delay as to do so risks affirming the contract.
32. To constitute a breach of the implied term it is not necessary to show that the employer intended any repudiation of the contract: the tribunal's function is to look at the employer's conduct as a whole and determine whether it is such that its effect, judged reasonably and sensibly, is such that the employee cannot be expected to put up with it: see **British Aircraft Corporation Ltd. v. Austin** [1978] I.R.L.R. 332 and **Post Office v. Roberts** [1980] I.R.L.R. 347. The conduct of the parties has to be looked at as a whole and its cumulative impact assessed: **Post Office v. Roberts**"
33. The final incident which causes the employee to resign does not in itself need to be a repudiatory breach of contract. In other words, the final incident may not be enough in itself to justify termination of the contract by the employee. However, the resignation may still amount to a constructive dismissal if the act which triggered the resignation was an act in a series of

earlier acts which cumulatively amount to a breach of the implied term. The final incident or act is frequently referred to as the 'last straw'. The act does not have to be of the same character as the earlier acts. When taken in conjunction with the earlier acts on which the employee relies, it must amount to a breach of the implied term of trust and confidence. It must contribute something to that breach, although what it adds may be relatively insignificant so long as it is not utterly trivial: **Omilaju v Waltham Forest London Borough Council** [2005] IRLR 35.

34. It is sufficient that the employee resigned in response, at least in part, to fundamental breaches of contract by the employer. The fact that the employee also objected to other actions or inactions of the employer, not amounting to a breach of contract, would not undermine the circumstances of the repudiation (**Meikle v Nottinghamshire County Council** [2005] ICR, CA). Once a repudiatory breach is established, if the employee leaves and even if he may have done so for a number of reasons, he can claim that he has been constructively dismissed if the repudiatory breach played a part in the decision to resign (**Wright v North Ayrshire Council** [2014] ICR 77, EAT).
35. It is a question of fact in each case whether there has been conduct amounting to a repudiatory breach of contract. In determining this factual question, the tribunal is not to apply the range of reasonable responses test (which applies only to the final stage of deciding whether the dismissal was unfair), but must consider objectively whether there was a breach of a fundamental term of the contract of employment by the employer (**Buckland v Bournemouth University** [2010] IRLR 445, CA).
36. Failure to deal properly with a grievance may constitute a contractual repudiation, based on a specific implied term to take such grievances seriously. In **W A Goold (Pearmak) Ltd v McConnell** [1995] IRLR 516, the EAT held: "...there was an implied term in the contract of employment that the employer would reasonably and promptly afford a reasonable opportunity to its employees to obtain redress of any grievance they may have".
37. Mr. Lawrence cited a number of additional authorities which do not materially add to the principles of law set out above. No disrespect is intended by not adding them to the exposition of the relevant law set out above.

Conclusions and decision

38. Mr. Gol's case is that the respondent fundamentally breached the implied term of mutual trust and confidence. It is for him to show that there has been a fundamental breach. As set out above (see paragraph 31), this means that the employer must not without reasonable and proper cause act in such a way as to seriously damage or destroy mutual trust and confidence.

39. Mr. Gol alleges that the fundamental breach was forcing him to undertake the online courses for other CEOs and thereby commit a fraudulent act and breach of GDPR. I find that the allegation that Sarah Smith instructed him, still less force him, to undertake the courses for the CEOs is not made out. Mr. Hussain conducted a thorough investigation of the records and evidence, including the exchange of emails between the claimant and Ms. Smith and, correctly in my view, did not uphold that allegation made by Mr. Gol in his 2 December 2023 grievance. I find that the evidence indicates that Ms. Smith asked him, as the training officer for the base, to ensure the CEOs could access the system and to encourage them to complete their courses.
40. I find that Mr. Asim Ramzan and his brother, Mohammad, were bullying towards Mr. Gol. This behaviour was the subject of the complaint made to Mr. Willis on 27 October 2023. Mr. Willis dealt with the matter and suspended Mr. Ramzan on 2 November 2023 and disciplinary proceedings were commenced against him, following which Mr. Ramzan resigned. His brother, Mohammad, was the subject of a disciplinary and steps short of dismissal were taken and he was transferred away from the Argall Avenue base. I find that appropriate action was taken in respect of the bullying by these two employees and there was no failure to take action against them as alleged.
41. I find that there was no evidence to support the allegation that Ms. Smith had caused or been involved in the bullying behaviour by the Ramzan brothers and the claimant acknowledged in his grievance of 27 October 2023 that she had been supportive of him in the face of their treatment.
42. As to alleged bullying by Ms. Smith after the claimant commenced his sick leave on 27 October 2023, that allegation is not made out. His case was that he had received threatening calls to make him cease his complaint about the completion of courses and breach of GDPR. His supposition was that the calls were made on behalf of Sarah Smith. In contradiction to his allegation, on 15 December 2023, he denied he had received any further threats and bullying incidents after the bullying by Asim Ramzan.
43. Therefore, I find that the allegation that the respondent failed to take action against Sarah Smith fails as the evidence did not support disciplinary action should be taken against her, still less that she should have been dismissed.
44. Mr. Gol was clear in his oral evidence that he resigned on receipt of the grievance outcome because no action was to be taken against Sarah Smith. The respondent did not have grounds to take action against her and I find that the alleged failure to take action against Ms. Smith was not a breach of Mr. Gol's contract of employment. The respondent had proper cause for its action: there was no disciplinary case against Ms. Smith.
45. With regard to the handling of the grievances, I find that the first grievance was conducted to the satisfaction of the claimant: the allegations were against the Ramzan brothers. Appropriate action was taken against them. Mr. Gol confirmed in his meeting with Mr. Hussain that those threats had

been dealt with. The grievance was raised on 27 October 2023 and Asim Ramzan was suspended on 2 November 2023. Mr. Gol was informed of this in a Teams call on 16 November 2023.

46. The second grievance on 2 December 2023 was centred on Sarah Smith and was handled by Mr. Hussain who conducted a thorough investigation and reached proper and reasoned conclusions based on the evidence. He completed the grievance in just under two months, which I find was reasonable in all the circumstances.
47. I therefore find that the grievances were handled properly and did not breach the implied term to deal with grievances reasonably and promptly.

Conclusion

48. Looking objectively at the case as a whole, my conclusion is that the respondent's conduct did not entitle the claimant to terminate his contract of employment with or without notice as he has not established a repudiatory breach of contract. He was not constructively dismissed. His claim therefore fails.

Employment Judge Callan
Dated: 23 June 2025