**Case Number: 1600917/2024**

# EMPLOYMENT TRIBUNALS

**Claimant:** Mrs C Crean

**Respondent:** Urgo Ltd

# JUDGMENT

- The Claimant's application dated 4 April 2025 for reconsideration of the Remedy Judgment sent to the parties on 25 March 2025 is refused.

- The Respondent's application dated 28 March 2025 to amend the compensatory award under Rule 76 (the "slip rule") is refused.

# REASONS

**Claimant's reconsideration application**

1. An application for reconsideration is an exception to the general principle that (subject to an appeal on a point of law) a decision of an Employment Tribunal is final. The test is whether it is necessary in the interests of justice to reconsider the judgment (Rule 68 of the Employment Tribunal Procedure Rules 2024).

2. Under Rule 70 I may refuse an application based on preliminary consideration if there is no reasonable prospect of the original decision being varied or revoked.

3. The importance of finality was confirmed by the Court of Appeal in Ministry of Justice v Burton and anor [2016] EWCA Civ 714 where it was said:

   *"the discretion to act in the interests of justice is not open-ended; it should be exercised in a principled way, and the earlier case law cannot be ignored. In particular, the courts have emphasised the importance of finality (Flint v Eastern Electricity Board [1975] ICR 395) which militates against the discretion being exercised too readily; and in Lindsay v Ironsides Ray and Vials [1994] ICR 384 Mummery J held that the failure of a party's representative to draw attention to a particular argument will not generally justify granting a review."*

4. Similarly in Liddington v 2Gether NHS Foundation Trust EAT/0002/16 the Employment Appeal Tribunal said:

   *"a request for reconsideration is not an opportunity for a party to seek to re-litigate matters that have already been litigated, or reargue matters in a different way or by adopting points previously omitted. There is an underlying public policy principle in all judicial proceedings that there should be finality in litigation, and reconsideration applications are a limited exception to that rule. They are not a means by which to have a second bite at the cherry, nor are they intended to provide parties with the opportunity of a rehearing at which the same evidence and*

*the same arguments can be rehearsed but with different emphasis or additional evidence that was previously available being tendered."*

5. The Claimant's reconsideration application is that she "*asks that reconsideration be given to the limit of 32 weeks placed on the compensatory award period and rationale for it. The Claimant avers that she would not have been well enough to secure alternative employment (with or without formal treatment or therapy) within 32 weeks. To this day, she remains traumatised by her treatment. Even if she were able to return to work, within 32 weeks, she would not conceivably have secured alternative employment at the level of remuneration she previously enjoyed, and would have suffered further ongoing loss."*

6. Such a reconsideration application seeks to re-open or re-argue points that have already been determined on the evidence before me at the time and which have been dealt with in a reasoned Judgment. Such re-opening/re-arguing is not the purpose of a reconsideration application. It goes against the important principle of finality in litigation and the observations in Liddington. I would reject the application on that basis.

7. But I would also add that the Claimant's assertion that she would not have been well enough to secure alternative employment within 32 weeks and thereafter (and I presume continuing thereafter for the period the Claimant originally claimed up to March 2026), was and remains wholly unsupported by any medical evidence whatsoever at all. I was then, and remain, simply unable to accept such a proposition of such long term medical incapacity based solely on the evidence of the Claimant not supported by any medical evidence, or indeed without even evidence of the Claimant attending on her GP, other than on one occasion (documentary evidence of which in itself I do not have). Nor can I where I have no evidence of the Claimant seeking and receiving appropriate, reasonable treatment or that she would be still so incapacitated if she did so. I accepted that there was some initial medical incapacity looking at the evidence as to how the Claimant was at the time of her resignation. I also accepted there was a need for the Claimant to rebuild her trust and confidence in employers. Hence my finding that the Claimant should reasonably have, with appropriate treatment and steps to rebuild trust and confidence, been able to return to work for an independent employer after 32 weeks. If the Claimant is so starkly traumatised there should be medical evidence in support of that, and why would there not be a course of treatment for it?

8. In relation to the second point, I accepted the evidence of Ms Kaur as to the state of the relevant market and that the Claimant would have been an attractive proposition to the competitors of the Respondent given her vast experience. That was a finding I was entitled to reach on the evidence before me. I also found the Claimant had transferrable skills and experience in the world of sales in general.

9. For these reasons there is no reasonable prospect of the original decision being varied or revoked, because

**Respondent's slip rule application**

10. Rule 67 of the Employment Tribunal Procedure Rules 2024 is headed "*Correction of clerical mistakes and accidental slips*" and says the Tribunal may at any time correct any clerical mistake or other accidental slip in any order, judgment or other document produced by the Tribunal.

11. The application refers to the existing Judgment and the award of £10,605.15 for wrongful dismissal compensation and £7448.84 compensatory award for unfair dismissal (after adjustments). It is said that when the sums were calculated the wrongful dismissal award included loss of statutory rights, loss of pension benefit,

loss of health insurance and loss of sales bonus when the figure should only have included 12 weeks loss of salary at £9325.80 (after adjustment). It is said the compensatory award should then be increased to £7798.84. The amended total of all awards would be £26,994.46 if corrected, so less than the existing total of £28,856.39. So far as I understand, it the overall difference is due to a 10% reduction being applied to the wrongful dismissal calculation and a 30% reduction being applied to the unfair dismissal compensatory award.

12. The figures in the existing Judgment are the agreed figures the parties' respective Counsel gave to me on the day of the remedy hearing.

13. The Claimant objects to the application to amend the Judgment, saying the Claimant believes the application is misconceived and the calculation for the 12 week period is correct.

14. I reject the Respondent's application to correct the Remedy Judgment. I accept that in theory the "slip rule" can cover mistakes not just by the Tribunal but by the parties too: Times Newspapers Ltd v Fitt [1981] ICR 637. However, I do not accept that the correction the Respondent seeks is a clerical mistake or other accidental slip in the Judgment. Use of the "slip rule" is not the appropriate vehicle for the Respondent's application.

15. There was no clerical mistake. The figures in the Remedy Judgment are those given to me by agreement by both parties' Counsel and have not been miss-recorded either by me or Counsel.

16. On what is before me I also do not accept that the correction sought falls in the category of "other accidental slip." The purpose of the rule, or its CPR counterparts, is for amendments to give effect to the intention of the court: Swindale v Forder [2007] EWCA Civ 29. Here we do not have, for example, simply a case of a figure being transposed. The Respondent is seeking to change the very elements that are included within the wrongful dismissal compensation. The Claimant does not agree that the Respondent is correct about this, or that any error was made. It is not immediately apparent to me that there would have been an error amounting to an accidental slip bearing in mind compensation for wrongful dismissal aims to put the party back in the position they would have been in if the breach of contract had not occurred. Therefore the award can in theory include compensation for loss of benefits in the notice period. I am therefore not satisfied there is an accidental slip to be corrected.

17. Nor is the amendment sought one which seeks to give effect to the intention of the court. Both parties were represented by Counsel throughout. They were given the time they needed to work through the figures and reach agreement. I simply recorded in the Judgment those figures they gave me. Given what I have stated above, it was also not the agreed intention of the parties when giving those figures to me to be put in a Consent Judgment (albeit following determination of a disputed issue), to do what the Respondent is now seeking to achieve.

18. Moreover, I do not consider it would be in the interests of justice and the importance of finality in litigation to make the amendment. As already stated, both parties were represented throughout and had the time they wished to work through and agree the figures which were given to me by joint agreement. As a general principle, Courts and Tribunals will not generally interfere with the terms of consent orders/judgments based on agreement between the parties which embodies the resolution of a substantive dispute unless the underlying agreement between the parties is set aside. As far as I can see this is not a case, for example, about fraud, misrepresentation, incapacity, common mistake, or unilateral mistake where a party has been taken advantage of. Further, the parties' representatives had the

authority to compromise the relevant outstanding remedy issues that this application relates to, and that authority should be binding on the parties.

Date: 17 June 2025

Approved by

Employment Judge R Harfield

JUDGMENT SENT TO THE PARTIES ON
18 July 2025

Kacey O'Brien
FOR THE TRIBUNAL OFFICE