



EMPLOYMENT TRIBUNALS

Claimant: Roya Meyeri

Respondent: Motorcycle World LLP

Heard at: Watford (By CVP)

On: 23 June 2025

Before: Tribunal Judge Peer acting as an Employment Judge

Representation:

Claimant: In person

Respondent: Mr. A. Ohringer of Counsel instructed by Woodfines Solicitors

RESERVED JUDGMENT

- (1) The complaints of unauthorised deductions from wages and for other payments are dismissed upon withdrawal by the claimant.
- (2) The complaint of entitlement to a redundancy payment is struck out under rule 38(1)(a) of the Employment Tribunal Procedure Rules 2024 because it has no reasonable prospect of success.
- (3) The complaint in relation to notice pay is struck out under rule 38(1)(a) of the Employment Tribunal Procedure Rules 2024 because it has no reasonable prospect of success.
- (4) The complaint of unfair dismissal is struck out under rule 38(1)(a) of the Employment Tribunal Procedure Rules 2024 because it has no reasonable prospect of success.

REASONS

INTRODUCTION - CLAIM AND PROCEDURAL HISTORY

1. The claimant is Roya Meyeri. The respondent is a motorcycle dealership trading in new and used motorcycles and branded clothing and a limited

- liability partnership. The claimant was employed as a service manager from 21 June 2022 and thereafter a sales executive until her employment ended on 30 June 2024.
2. Early conciliation took place between 20 July 2024 and 24 July 2024. By way of her claim form presented on 24 July 2024, the claimant indicated she was bringing a complaint of unfair dismissal and claiming a redundancy payment and that she was owed notice pay, arrears of pay and other payments. On her claim form, the claimant requests reinstatement and compensation of £7,000 by way of remedy.
 3. A response form and accompanying grounds of resistance was presented by the respondent on 21 August 2024. The response was accepted. The respondent's defence is that the claimant was not dismissed. By way of its response, the respondent sets out that the claimant's claims are not sufficiently particularised and applied for strike out of the claimant's claims on the basis that the claimant resigned and was not dismissed and the claims are unreasonable, scandalous, vexatious in that they are dishonest and designed to harass the respondent.
 4. On 9 September 2024, the tribunal issued standard directions and notice of final hearing on 6 and 7 January 2025. On 18 September 2025, the respondent sent a written application for strike out and/or deposit order to the tribunal and the claimant. Due to 'system error' the parties were not made aware until 9 December 2024 of the notice of hearing and directions. The respondent applied for one day of the final hearing to be converted to a public preliminary hearing to consider the strike out application. A direction was made for the first day of the final hearing to be converted to a public preliminary hearing for that purpose. Thereafter, the hearing dates of 6 and 7 January 2025 were vacated due to the respondent's unavailability and notice of public preliminary hearing with a time allocation of 3 hours on 23 June 2025 was notified to the parties. The claimant did not engage with the tribunal or the respondent further to the filing of her claim form.

THE PRELIMINARY HEARING

5. The hearing was a remote hearing. The form of remote hearing was fully remote by Cloud Video Platform. A face-to-face hearing was not held because it was not practicable and all issues could be determined in a remote hearing. There was no objection to the hearing proceeding as a remote hearing.
6. At the start of the hearing, the claimant was not present. The claimant was contacted by the tribunal clerk. The claimant told the tribunal clerk that she had been told not to attend the hearing by her solicitor. As there were no details on record for any legal representative, it was suggested to the claimant that she join the hearing to explain the situation. The claimant joined at 1030.

7. The respondent was represented by counsel, Mr. A. Ohringer. The claimant appeared as a litigant in person and I was therefore mindful throughout the hearing to explain points of law and procedure. The claimant told the tribunal that she had not had any direct contact with her solicitor and contact had been through her father but also that the representative could not be available for the hearing before me as he was in another hearing. The claimant did not have any other details as to the stated representatives. I explained to the claimant that as she did not have any legal representatives on record she was taken to be acting in person.
8. I had a hearing bundle available to me for the preliminary hearing of 99 pages (HB) which contained the claim form, response form, tribunal correspondence and other documents including an email dated 19 June 2024 from Mr Okhovati to payroll (HB 93-94). The claimant told the tribunal she had only received that bundle recently and had never seen the email referred to. The claimant was given time to consider that email and it was discussed that documents such as the claim form, response form, application for strike out and notice of hearing had been seen previously as sent to the claimant and the claimant was aware of the existence of the email as it was referred to in the response.
9. The claims the claimant was bringing were discussed. The claimant told the tribunal that she had not been made aware she needed to leave and had no warnings and did not have time to find an adequate job. The claimant said she had been told by her father that the other shareholder wanted her gone. The claimant said she was entitled to four weeks' notice pay. The claimant explained that she was not claiming any other sums of money other than the redundancy payment and notice pay and confirmed that she wished to withdraw her claims for arrears of pay and other payments.
10. A respondent's skeleton argument was also available. The claimant was provided with an adjournment to consider the respondent's skeleton. After the adjournment and at 1130 the claimant indicated that she felt unprepared and that she had tried to contact her representatives and asked if the hearing could be adjourned.

Claimant's application to adjourn the hearing

11. I explained the procedure for postponements and referred to and read out rule 32 of the Employment Tribunal Procedure Rules 2024. The claimant then told the tribunal that her solicitor was a Steve Manton of Woodfines Solicitors and that this information had been given to her by her father. This was noted as unusual as Woodfines Solicitors were representing the respondent and Steve Manton was not mentioned on their website. The claimant then said that her claim and her father's claim were not linked directly but it was the same issue of unfair dismissal and the same solicitor was handling it.

12. I explained that legal representatives had to put their details on record with the tribunal and the situation needed to be clarified including an explanation as to why if any solicitor was acting for the claimant, they had not put their details on record. I provided a further adjournment for the claimant to get the details of the firm she understood were acting for her. The claimant told the tribunal that her father had told her the solicitor was Steve Manton of Woods Solicitors LLP and provided contact details. I asked the clerk to follow up and heard the application to adjourn in the meantime.
13. I heard the claimant's application to adjourn and the respondent's submissions in reply. The claimant referred to anxiety and feeling unprepared and 'blindsided'. The respondent objected to adjournment on the basis of the timing and that the impression was clearly that the claimant was acting in line with her father. The respondent further noted that the claimant had not engaged with the proceedings to date and the matter had initially been listed for January 2025 and today was the first indication of any involvement of legal representatives. The respondent submitted that the claimant had to be taken to be familiar with the core issue which was her account as to whether she was dismissed or resigned.
14. I considered rule 32 of the Employment Tribunal Procedure Rules 2024 which regulates late applications for postponement and the overriding objective. I was not satisfied there were exceptional circumstances before me. There was no real evidence that the claimant had any particular medical conditions or anxiety affecting her ability to participate and adjustments could be made to support her participation. I further considered that it was incumbent on me to explain points of law and procedure to facilitate a fair hearing and for the claimant to fully participate. In addition to the explanation as to procedure, I was not satisfied the claimant had been 'blindsided' in light of the procedural history.
15. I was mindful that the claimant was a litigant in person and was presenting as under the impression – stated to be from her father – that she had legal representation but I was also concerned at the manner in which information was changing and being provided to the tribunal regarding this. Given the claimant on her own account had never had any direct contact with any legal representatives, I was circumspect that any solicitor was acting on her behalf under her instruction. The claimant is an adult and there is no indication before me that she is not capable of processing information and putting forward her position and participating in these proceedings. The tribunal is well-used to hearings with litigants in person. I decided it was fair and just and consistent with the overriding objective and all the circumstances to proceed with the hearing.
16. I explained procedure and the approach to strike out applications to the claimant. I heard the respondent's submissions in support of their application for strike out and/or deposit order/s. I offered the claimant the opportunity to have time to reflect before explaining her position. I heard from the claimant as to her position. I asked the claimant some questions to

clarify her explanation as to the circumstances relied upon. I made reasonable enquiries of the claimant as to her financial circumstances and ability to pay any deposit ordered. The claimant submitted that she could not afford any amount of deposit ordered given her income of £1,800 per calendar month and expenses of rent, council tax, utilities, food and gym and that she did not receive any financial support from any third party.

17. Due to the time taken in relation to resolve the position as regards whether or not the claimant had representation, there was insufficient time to deliberate and deliver any decision on the application and I therefore had to reserve my judgment. I was made aware by the tribunal clerk shortly after 1230 that having called Woods Solicitors using the details provided by the claimant, the clerk had been told that there was no-one there with the name Steve Manton and they were not aware of them acting for the claimant.

LEGAL FRAMEWORK

Notice

18. Section 86 (Rights of employer and employee to minimum notice) of the Employment Rights Act 1996 ("the 1996 Act") provides:

86Rights of employer and employee to minimum notice.

(1)The notice required to be given by an employer to terminate the contract of employment of a person who has been continuously employed for one month or more—

(a)is not less than one week's notice if his period of continuous employment is less than two years,

(b)is not less than one week's notice for each year of continuous employment if his period of continuous employment is two years or more but less than twelve years, and

(c)is not less than twelve weeks' notice if his period of continuous employment is twelve years or more.

(2)The notice required to be given by an employee who has been continuously employed for one month or more to terminate his contract of employment is not less than one week.

(3)Any provision for shorter notice in any contract of employment with a person who has been continuously employed for one month or more has effect subject to subsections (1) and (2); but this section does not prevent either party from waiving his right to notice on any occasion or from accepting a payment in lieu of notice.

(4)Any contract of employment of a person who has been continuously employed for three months or more which is a contract for a term certain of one month or less shall have effect as if it were for an indefinite period; and, accordingly, subsections (1) and (2) apply to the contract.

(5).

(6) This section does not affect any right of either party to a contract of employment to treat the contract as terminable without notice by reason of the conduct of the other party.

Unfair Dismissal

19. Section 98 of the 1996 Act regulates whether a 'dismissal' is fair or unfair. Section 95 (Circumstances in which an employee is dismissed) of the 1996 Act provides:

95 Circumstances in which an employee is dismissed.

(1) For the purposes of this Part an employee is dismissed by his employer if (and, subject to subsection (2) . . . , only if)—

(a) the contract under which he is employed is terminated by the employer (whether with or without notice),

(b) he is employed under a limited-term contract and that contract terminates by virtue of the limiting event without being renewed under the same contract, or

(c) the employee terminates the contract under which he is employed (with or without notice) in circumstances in which he is entitled to terminate it without notice by reason of the employer's conduct.

(2) An employee shall be taken to be dismissed by his employer for the purposes of this Part if—

(a) the employer gives notice to the employee to terminate his contract of employment, and

(b) at a time within the period of that notice the employee gives notice to the employer to terminate the contract of employment on a date earlier than the date on which the employer's notice is due to expire;

and the reason for the dismissal is to be taken to be the reason for which the employer's notice is given.

Redundancy payments

20. Section 135 (The right) of the 1996 Act provides a right to a redundancy payment where a person is dismissed by reason of redundancy. Section 139(1) provides that:

(1) For the purposes of this Act an employee who is dismissed shall be taken to be dismissed by reason of redundancy if the dismissal is wholly or mainly attributable to—

(a) the fact that his employer has ceased or intends to cease—

(i)to carry on the business for the purposes of which the employee was employed by him, or

(ii)to carry on that business in the place where the employee was so employed, or

(b)the fact that the requirements of that business— (i)for employees to carry out work of a particular kind, or

(ii)for employees to carry out work of a particular kind in the place where the employee was employed by the employer, have ceased or diminished or are expected to cease or diminish.

Procedure rules and strike out

21. Rule 38 of the Employment Tribunal Procedure Rules 2024 gives the tribunal the power to strike out a claim or a response in whole or part at any stage of the proceedings on any of the grounds set out at rule 38 but the power must be exercised in accordance with reason, relevance, principle and justice, **Williams v Real Care Agency Ltd 2012 ICR D27, EAT**. Reasons for any strike out must be given.
22. The summary of the EAT's judgment in **Cox v Adecco [2021] ICR 1307, EAT** explains that: "You can't decide whether a claim has reasonable prospects of success if you don't know what it is. Before considering strike out, or making a deposit order, reasonable steps should be taken to identify the claims, and the issues in the claims. With a litigant in person, this involves more than just requiring the claimant at a preliminary hearing to say what the claims and issues are; but requires reading the pleadings and any core documents that set out the claimant's case."
23. In appropriate cases, strike outs can minimise the anxiety, expense and time inherent in taking claims to trial, **Abertawe Bro Morgannwg University Health Board v Ferguson 2013 ICR 1108, EAT**.
24. In relation to strike out on the ground at rule 38(1)(a) that a claim or response has no reasonable prospect of success, the test is not whether the claim or response is likely to fail and the tribunal must be able to properly conclude that the claim or response has no reasonable prospect of success on consideration of the available material. The facts relied on by the claimant (or indeed a respondent) must be taken at their highest and where there are conflicts of fact, a tribunal must be cautious to strike out at the preliminary stage.
25. An example of where strike out may be appropriate is where contemporaneous documents are undisputed and inconsistent with the facts pleaded by a claimant, **Shestak v Royal College of Nursing and ors EAT/0270/08**.

Deposit orders

26. Rule 40 of the Employment Tribunal Procedure Rules 2024 provides:

Deposit orders

40.—(1) Where at a preliminary hearing the Tribunal considers that any specific allegation or argument in a claim, response or reply has little reasonable prospect of success, it may make an order requiring a party (“the depositor”) to pay a deposit not exceeding £1,000 as a condition of continuing to advance that allegation or argument (“a deposit order”).

(2) The Tribunal must make reasonable enquiries into the depositor’s ability to pay the deposit and have regard to any such information when deciding the amount of the deposit.

(3) The Tribunal’s reasons for making the deposit order must be provided with the order and the depositor must be notified about the potential consequences of the order.

(4) If the depositor fails to pay the deposit by the date specified by the deposit order, the Tribunal must strike out the specific allegation or argument to which the deposit order relates.

(5) Where a response is struck out under paragraph (4), the effect is as if no response had been presented, as set out in rule 22 (effect of non-presentation or rejection of response, or case not contested).

(6) Where a reply is struck out under paragraph (4), the effect is as if no reply had been presented, as set out in rule 22, as modified by rule 26(2) (replying to an employer’s contract claim).

(7) If the Tribunal following the making of a deposit order decides the specific allegation or argument against the depositor for substantially the reasons given in the deposit order—

(a) the depositor must be treated as having acted unreasonably in pursuing that specific allegation or argument for the purpose of rule 74 (when a costs order or a preparation time order may or must be made), unless the contrary is shown, and

(b) the deposit must be paid to the other party (or, if there is more than one, to such other party or parties as the Tribunal orders), otherwise the deposit must be refunded.

(8) If a deposit has been paid to a party under paragraph (7)(b) and a costs order or preparation time order has been made against the depositor in favour of the party who received the deposit, the amount of the deposit must count towards the settlement of that order.

ANALYSIS AND CONCLUSIONS

27. The claimant sets out at section 8.2 of her claim form that: "I have been employed with Motorcycle world LLP, I was dismissed after 2 years with no meetings no Discipline process or warning and no proper notice period left with no job and stress of finding a income resorting me to accepting a lower paid job'. The claimant provides no other particulars or information as to the circumstances of the alleged dismissal.
28. The claimant's case as set out in her originating claim form is therefore that she was dismissed by her employer without notice. There are no details as to the manner or communication of dismissal or as to entitlement to any notice period or pay in lieu of notice on the claim form. The claimant told the tribunal that she was entitled to four weeks' notice but did not give any details as to the basis of this understanding. The claimant makes no reference to resignation or to any action by her as an employee to terminate the contract. I acknowledge that the claimant was acting in person when she prepared her claim form but there are no words from which it might even be inferred that the circumstances related to the claimant as employee terminating the contract. Accordingly, taking the claim at its highest as stated in the originating claim form, the claimant relies on section 95(1)(a) circumstances as those in which she was dismissed.
29. The respondent's grounds of resistance set out that the claimant resigned in that the respondent's general manager – Mr Okhovati – informed payroll on 19 June 2024 that the claimant would be leaving on 30 June 2024 and that she worked until that date and was paid in full for the notice period given by her. There is no dispute that Mr Okhovati is the claimant's father. The respondent refers in the response to evidence Mr Okhovati was aware and was assisting the claimant in applying for alternative employment during her working hours prior to her resignation. There are emails in the HB which demonstrate this.
30. The respondent relies on an email (HB 93-94) from Mr Okhovati to payroll which sets out pay information about various individuals and includes the information 'Please find payroll details below...Roya's last pay, which she is leaving on June 30th, is a commission of £1187.00, including the Finance and accessories commission. She's also owed two days' holiday.' Although the claimant says that she was not aware of this email, the email is clearly an instruction from Mr Okhovati which communicates that the claimant's last day was 30 June 2024 and the claimant does not dispute that this was her last day. There is also no dispute that the claimant was paid in relation to work done until her last day.
31. The respondent submitted that this presented as an employee that had chosen to resign and this was not a dismissal in law. The respondent referred to the explanation given by the claimant at the hearing that her father had told her another manager wanted her gone and submitted that even if it was true that this had been said, this was not a dismissal. The

respondent submitted that their understanding was that the claimant and her father had talked about ending her employment generating the email of 19 June 2024.

32. The claimant told the tribunal that she had been employed by her father to work on the service desk but Lee, who was a larger shareholder, told her father a year in that she couldn't work there so she had moved to the sales team. The claimant said that she had then been told that Lee wants rid of you. The claimant said the environment was toxic and people were talking about her because she was the daughter of the owner of the company. The claimant told the tribunal that her 'dad said I had 2 weeks to find a new job.' There is therefore no dispute that some form of conversation was had between the claimant and Mr Okhovati prior to her last day.
33. I asked the claimant if her case was that her father had dismissed her. The claimant said 'not as such' but Lee had given him no choice. The respondent submitted that this was also not a dismissal but presented as termination by agreement and further that no claim for any redundancy payment could succeed on the claimant's case as no redundancy situation was relied on.
34. The originating claim form does not include any particulars relating to redundancy or any information from which any inferences might possibly be drawn indicative of any redundancy situation. In so far as the claimant gave different information orally to the tribunal at the hearing, there was no information provided or relied upon indicative of any redundancy situation. Accordingly, on the claimant's case taken at its highest there is no claim for a redundancy payment with any reasonable prospects of success. In all the circumstances, I concluded that the claim for a redundancy payment had no reasonable prospects of success and that it was appropriate to exercise discretion to strike out that claim.
35. In order for a complaint of unfair dismissal to succeed, there has to be a 'dismissal' in accordance with section 95 of the 1996 Act. In order for the claim for notice pay to succeed, there has to be a dismissal and circumstances where a person was either not paid or not paid in full for working any relevant notice period or in relation to any entitlement to pay in lieu of notice. As set out above, the originating claim form relies on dismissal without notice by the employer as provided for at section 95(1)(a) of the 1996 Act. At the hearing, the claimant provided information and explanation that is not contained within her originating claim form and referred to her father telling her that another shareholder wanted her gone and that she had two weeks to find another job. The claimant referred to the position being untenable. The claimant did not acknowledge or accept either that these circumstances amounted to being dismissed by her father or that there was any form of agreement around the ending of her employment. The claimant maintains that she did not resign and the extent of her explanation presents her as passive. There is no suggestion that the claimant did anything other than work until 30 June 2024 when her employment ended and no

information or indication that she communicated any discontent or concern as to her employment ending on that date at that time.

36. Taking the claimant's case at its highest as set out in her originating claim form including taking account of what was said to the tribunal at the hearing, the claimant relies on having been dismissed but has not provided any information to suggest that any words of dismissal were communicated to her and disavowed that her father communicated to her that she was being dismissed. I have reflected on the overall circumstances and all the information available to me. I am mindful that there is a conflict between the claimant's case that she was 'dismissed' and the respondent's case that she resigned. I do not find the email of 19 June 2024 determinative either way on its face as it is silent as to information such as 'has been dismissed' or 'has resigned'. That email is an instruction to payroll from a manager communicating the date of the claimant's last day.
37. I cannot identify circumstances within section 95(1)(a) or indeed within section 95(1)(c) on the basis of what was presented to me by the claimant without engaging in speculation. It is not appropriate for me to formulate a possible case for the claimant or to ignore that she does not put her case on the basis that she terminated the contract herself in response to any particular conduct of the respondent. Accordingly, I concluded that taking the claimant's case at its highest and considering all the circumstances, the claimant has not set out circumstances which have any reasonable prospects of being taken as 'dismissal' within the scope of section 95 of the 1996 Act.
38. Having given careful consideration to the claimant's case, I concluded that the complaints of unfair dismissal and notice pay had no reasonable prospects of success and that it was appropriate to exercise discretion to strike out the claimant's unfair dismissal claim.

Approved by:
Tribunal Judge Peer
acting as an Employment Judge

2 July 2025

Sent to the parties on: 18 July 2025

For the Tribunals Office

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