



EMPLOYMENT TRIBUNALS

Claimant: Mr F P Moissinac

Respondent: Nanoplexus Solutions Limited

Heard at: Manchester (by CVP)

On: 13 June 2025

Before: Employment Judge Phil Allen (sitting alone)

REPRESENTATION:

Claimant: In person

Respondent: Miss J M Scarborough-Lang, consultant

JUDGMENT

The judgment of the Tribunal is that:

1. The complaint of unauthorised deductions from wages is well-founded. The respondent made unauthorised deductions from the claimant's wages from 30 March 2024 until October 2024 and it is ordered to pay the claimant the gross sum of **£21,708.32** (which may be subject to deductions for tax and national insurance prior to payment);
2. The complaint in respect of holiday pay is well-founded. The respondent shall pay the claimant the gross sum of **£2,221.15** in respect of accrued but untaken annual leave.
3. The complaint of breach of contract in relation to pension contributions is well-founded. The respondent shall pay the claimant damages of **£564.55** for breach of contract regarding pension contributions.
4. The complaint of breach of contract in relation to notice pay is well-founded. The respondent shall pay the claimant damages for breach for breach of contract of the gross sum of **£3,208.34**.
5. The claimant's application for a costs order is refused.

REASONS

Introduction

1. The claimant was employed by the respondent from 1 March 2024 until his resignation on 31 October 2024. He was a Principal Scientist. Save for one payment of a relatively small amount, the respondent failed to pay to the claimant the payments which he was due. The claimant brought a claim for unauthorised deduction from wages, for holiday pay, for unpaid pension contributions, and applied to amend his claim to include a claim for notice pay.

Procedure

2. The claimant represented himself at the hearing. A bundle of documents and a witness statement were provided.

3. The hearing was conducted by CVP remote video technology with both parties attending remotely.

4. The respondent had not submitted a response. The respondent's representative attended the hearing and sought to be able to make representations on the respondent's behalf. After matters had been clarified and the limited dispute between the parties had been identified, I allowed the respondent's representative to make submissions on the one issue in dispute. I also allowed her to make submissions in response to the claimant's costs application.

5. The respondent's representative conceded that the respondent had made unauthorised deductions from the claimant's wages in the net sum of £18,384.73. She conceded in full the claimant's other claims and the sums due. Accordingly, I was able to enter Judgment by consent to all of the claims (including the claim for which amendment had been sought). The only dispute was the amount to be determined as the unauthorised deduction from wages.

Dispute

6. I heard argument about the amount claimed for unauthorised deduction from wages and whether the Judgment should be made for a gross or net sum. The claimant maintained that he was due the full gross sum sought, and he was (understandably) concerned about whether tax and NI would be accounted for to HMRC if only a net Judgment was made (with the possibility that he would then be approached for payments by HMRC). He did not agree with the net figure proposed by the respondent. The respondent's representative informed me that an agreement had been reached with HMRC about the payment of tax and NI due and the respondent was concerned that a Judgment for the gross amount might contradict or conflict (particularly in terms of the time for payment) with what had been agreed with HMRC.

7. The respondent was unable to substantiate the net payment proposed or the agreement with HMRC. I accordingly awarded the full gross amount due. That sum should have deductions made from it before payment, for tax and NI, by the respondent. The respondent would be expected to inform the claimant about the deductions made. As I have awarded the gross amount, the claimant will be able to

establish whether the net amount paid to him and the amount accounted for to HMRC (in relation to the payments due) together amount to the gross amount due.

Costs application

8. The claimant had made an application for a costs order to be made against the respondent in advance of the hearing. The claimant sought costs of £4,438.02 (being the costs of having a solicitor acting for him during the proceedings, albeit not at this hearing). The respondent opposed the costs application. I heard brief submissions. I made my decision and informed the parties of my decision and the reasons for it. I refused the application for costs.

9. In making my decision I emphasised that awarding costs in the Employment Tribunal is very much the exception and not the rule.

10. In part, the claimant relied upon rule 74(4) and contended that the respondent had been in breach of the Tribunal's orders. In these proceedings, the respondent did not defend the claim. They were able to not enter a response. Whilst it did not therefore take the steps ordered by the Tribunal, that was because it was not entitled to take part in proceedings. I did not find that rule 74(4) applied.

11. In part the claimant relied upon rule 74(2)(a). The conduct of the respondent had certainly been unreasonable. It had failed to pay the claimant the amounts due. I could not understand why it had not done so, or, in particular, why it had still not made any of the payments due even after proceedings had been entered and before this hearing. However, I did not find that the respondent had acted vexatiously, abusively, disruptively or otherwise unreasonably, in the way the proceedings had been conducted. It had attended today's hearing and conceded the majority of the claims, disputing only an issue about net and gross payment/sums.

12. I made it clear that I had considerable sympathy for the position in which the claimant was placed. I emphasised to the respondent's representative that I had come very close to proposing that I would impose a financial penalty arising from the respondent's breach of the claimant's rights and the aggravating features of the breach. It was particularly egregious behaviour to employ someone and not pay them what they were due, and to continue not to do so right up until the Employment Tribunal hearing. Nonetheless I decided not to make the costs order sought.

Summary

13. The respondent must pay the sums due within fourteen days of the date of this Judgment, failing which interest will be due.

Employment Judge Phil Allen

13 June 2025

JUDGMENT AND REASONS
SENT TO THE PARTIES ON
23 July 2025

FOR THE TRIBUNAL OFFICE

Public access to employment tribunal decisions

Judgments and reasons for the judgments are published, in full, online at www.gov.uk/employment-tribunal-decisions shortly after a copy has been sent to the claimant(s) and respondent(s) in a case.

Recording and Transcription

Please note that if a Tribunal hearing has been recorded you may request a transcript of the recording, for which a charge may be payable. If a transcript is produced it will not include any oral judgment or reasons given at the hearing. The transcript will not be checked, approved or verified by a judge. There is more information in the joint Presidential Practice Direction on the Recording and Transcription of Hearings, and accompanying Guidance, which can be found here:

<https://www.judiciary.uk/guidance-and-resources/employment-rules-and-legislation-practice-directions/>



NOTICE

THE EMPLOYMENT TRIBUNALS (INTEREST) ORDER 1990 ARTICLE 12

Case number: **6003330/2025**

Name of case: **F P Moissinac** v **Nanoplexus Solutions Limited**

Interest is payable when an Employment Tribunal makes an award or determination requiring one party to proceedings to pay a sum of money to another party, apart from sums representing costs or expenses.

No interest is payable if the sum is paid in full within 14 days after the date the Tribunal sent the written record of the decision to the parties. The date the Tribunal sent the written record of the decision to the parties is called **the relevant decision day**.

Interest starts to accrue from the day immediately after the relevant decision day. That is called **the calculation day**.

The rate of interest payable is the rate specified in section 17 of the Judgments Act 1838 on the relevant decision day. This is known as **the stipulated rate of interest**.

The Secretary of the Tribunal is required to give you notice of **the relevant decision day**, **the calculation day**, and **the stipulated rate of interest** in your case. They are as follows:

the relevant decision day in this case is: 23rd July 2025

the calculation day in this case is: 24th July 2025

the stipulated rate of interest is: **8% per annum**.

Paul Guilfoyle
For the Employment Tribunal Office

1. There is more information about Tribunal judgments here, which you should read with this guidance note:
www.gov.uk/government/publications/employment-tribunal-hearings-judgment-guide-t426

If you do not have access to the internet, you can ask for a paper copy by telephoning the Tribunal office dealing with the claim.

2. The payment of interest on Employment Tribunal awards is governed by The Employment Tribunals (Interest) Order 1990. Interest is payable on Employment Tribunal awards if they remain wholly or partly unpaid more than 14 days after the **relevant decision day**. Sums in the award that represent costs or expenses are excluded. Interest starts to accrue from the day immediately after the **relevant decision day**, which is called **the calculation day**.
3. The date of the **relevant decision day** in your case is set out in the Notice. If the judgment is paid in full by that date, no interest will be payable. If the judgment is not paid in full by that date, interest will start to accrue from the next day.
4. Requesting written reasons after you have received a written judgment does **not** change the date of the **relevant decision day**.
5. Interest will be calculated as simple interest accruing from day to day on any part of the sum of money awarded by the Tribunal that remains unpaid.
6. If the person paying the Tribunal award is required to pay part of it to a public authority by way of tax or National Insurance, no interest is payable on that part.
7. If the Secretary of State has claimed any part of the sum awarded by the Tribunal in a recoupment notice, no interest is payable on that part.
8. If the sum awarded is varied, either because the Tribunal reconsiders its own judgment, or following an appeal to the Employment Appeal Tribunal or a higher court, interest will still be payable from **the calculation day** but it will be payable on the new sum not the sum originally awarded.
9. The online information explains how Employment Tribunal awards are enforced. The interest element of an award is enforced in the same way.