Case Number: 6019340/2024

Reserved Judgment

EMPLOYMENT TRIBUNALS

BETWEEN

Claimant	**and**	**Respondent**
Mr G Margetson		**Mishcon de Reya LLP**

JUDGMENT ON PRELIMINARY HEARING

HELD AT: London Central **ON: 23 July 2025**

BEFORE: Employment Judge A M Snelson

On hearing the Claimant in person and Mr C Rajgopaul KC, leading counsel, on behalf of the Respondent, the Tribunal determines that:

(1) The territorial reach of the Employment Rights Act 1996, Parts IV, V and (if relevant X) did not extend to the Claimant's employment by the Respondent and accordingly the Tribunal has no jurisdiction to consider his complaints of detrimental treatment on 'whistle-blowing' grounds.
(2) Accordingly, all claims are dismissed.

REASONS

Introduction

1. The Respondent is a well-known legal practice based in London, to which I will refer where convenient as 'the LLP' or 'the Firm'.

2. Claimant, is a solicitor now 49 years of age who specialises in international arbitration. He was employed by the LLP as a salaried partner at its Singapore office from August 2020 until he was placed on garden leave in August 2024, on the closure of that office's Dispute Resolution Practice. The parties were unable to agree arrangements for his departure and he was ultimately expelled from the Firm on 20 June 2025.

3. By proceedings commenced on 21 November 2024 the Claimant brought complaints of detrimental treatment under the 'whistle-blowing' provisions of Parts

IV and V of the Employment Rights Act 1996 ('the 1996 Act').

4. The claims were resisted on substantive and jurisdictional grounds.

5. The matter came before me on 23 July this year in the form of a public preliminary hearing held by CVP with one sitting day allocated, to determine a preliminary issue formulated as: 'Whether the Employment Tribunal has jurisdiction over this matter due to [the] Claimant's employment being outside Great Britain'. The Claimant appeared in person; the Respondent was represented by Mr Craig Rajgopaul KC. I am grateful to both.

6. I was presented with copious materials including the agreed bundle of over 2,000 pages, witness statements in the names of the Claimant and Mr James Libson, the Firm's Managing Partner, skeleton arguments (the Claimant's running to 57 pages) and two bundles of authorities. Having devoted over two hours to reading in, I heard evidence from both witnesses, followed by oral argument. That accounted for the full day's allocation, and accordingly it was necessary to reserve judgment.

The legal framework

7. In his well-known judgment in *Simpson v Intralinks Ltd* [2012] ICR 1343 EAT Langstaff P made this pithy observation (para 5):

> **A distinction must be made between each of three matters: (a) the territorial scope of a domestic statute; (b) the applicable law relating to a contract or tort; and (c) the place (forum) where a case is determined.**

He went on, at slightly greater length (para 8), to cite an article by Louise Merrett in the Industrial Law Journal for 2010 (pp 355 *et seq*) discussing three different contexts in which the word 'jurisdiction' may be used:

> **First, in all cases where there is a foreign element, the question arises as to whether the English court or tribunal has jurisdiction to hear the case at all or whether it should be heard in a foreign court … this is an issue of private international law and will be referred to as *international jurisdiction*. … Secondly, in domestic cases or in foreign cases where England has international jurisdiction, there may be an issue as to which domestic court or tribunal should hear the case: for example, should the case be heard in the High Court or County Court, or in some countries by a court in a particular district? This issue will be referred to as *domestic jurisdiction*. In employment cases, this issue is of particular significance. That is because of the role of Employment Tribunals in enforcing employment rights. Broadly speaking, 'normal' Common Law claims, for example in tort arising from injuries sustained at work, or in contract, are brought in the Common Law courts … whereas statutory employment rights must be enforced through the Employment Tribunals … Thirdly, even if the court or tribunal has jurisdiction to hear the claim in both the senses described above, and English law applies, in the case of statutory employment rights the Claimant must show that he falls within the scope of the relevant legislation … most statutory rights have either express or implied territorial limits which must be satisfied … this last issue … will be referred to as *territorial scope*.**

The preliminary issue for my decision is concerned with the territorial scope, or reach, of the 1996 Act.

8. In *Lawson v Serco Ltd* [2006] ICR 250 HL the House of Lords heard three conjoined appeals raising issues as to the territorial scope of the unfair dismissal provisions contained in the 1996 Act, Part X. Giving the only substantial speech, Lord Hoffmann identified three classes of employee: (a) the 'standard' employee, who is working in Great Britain at the time of the dismissal; (b) the 'peripatetic' employee, who works in more than one territory; and (c) the 'expatriate' employee. As to those in the latter category, he explained that, while generally they would not qualify for protection, some exceptions will arise. These include the employee posted abroad by a British employer for the purposes of a business carried on in Great Britain and the employee working abroad in what amounts to an extraterritorial British enclave.

9. Concerning those in category (c), Lord Hoffmann made these important observations (para 37):

> **First, I think that it would be very unlikely that someone working abroad would be within the scope of section 94(1) unless he was working for an employer based in Great Britain. But that would not be enough. Many companies based in Great Britain also carry on business in other countries and employment in those businesses will not attract British law merely on account of British ownership. The fact that the employee also happens to be British or even that he was recruited in Britain, so that the relationship was "rooted and forged" in this country, should not in itself be sufficient to take the case out of the general rule that the place of employment is decisive. Something more is necessary.**

10. Still on the subject of category (c), Lord Hoffmann added (para 40) that there may be exceptions other than the two he identified, but stressed that the protection of the legislation will apply only where 'equally strong connections with Great Britain and British employment law' are shown.

11. In *Duncombe v Secretary of State for Children, Schools and Families (No. 2)* [2011] ICR 1312 SC, the Supreme Court considered a jurisdictional challenge to claims brought by teachers employed by the British Government under contracts governed by British law to work in European schools. The claims were found to be within the Tribunal's jurisdiction. Giving the judgment of the Court, Baroness Hale, referring to Lord Hoffmann's speech in *Lawson v Serco*, said (para 8):

> **It is therefore clear that the right will only exceptionally cover employees who are working or based abroad. The principle appears to be that the employment must have much stronger connections both with Great Britain and with British employment law than with any other system of law. There is no hard and fast rule and it is a mistake to try and torture the circumstances of one employment to make it fit one of the examples given, for they are merely examples of the application of the general principle.**

12. In *Ravat v Halliburton Manufacturing and Services Ltd* [2012] ICR 389 SC, the Supreme Court was faced with another appeal on territorial scope. The facts were summarised in the head note in these terms:

> **The claimant lived in Great Britain but travelled to and from his employment in Libya**

> **where he worked for 28 days at a time for a company based near Aberdeen. His employer was an associated company of a United States corporation and he worked in Libya for the benefit of another associated company based in Germany. His employer paid his commuting costs, he was paid in pounds sterling and he paid UK income tax and national insurance. The claimant was assured by his employer that he had the full protection of UK employment law while he was working in Libya. In 2006, a manager in Cairo, who was employed by another associated company, decided to make him redundant. The claimant invoked his employer's grievance procedure, and the grievance hearing, the redundancy consultations and an unsuccessful appeal against dismissal all took place in Aberdeen. The claimant brought a complaint of unfair dismissal, pursuant to section 94(1) of the Employment Rights Act 1996 in an employment tribunal in Scotland. The tribunal held that it had jurisdiction to hear the complaint. The Employment Appeal Tribunal allowed an appeal by the employer. On appeal by the claimant, the Court of Session held that the tribunal did have jurisdiction and it remitted the case to the employment tribunal.**

The Supreme Court dismissed the appeal. Giving the only substantial judgment, Lord Hope stated:

> **28. … It will always be a question of fact and degree as to whether the connection is sufficiently strong to overcome the general rule that the place of employment is decisive. The case of those who are truly ex-patriate because they not only work but also live outside of Great Britain requires an especially strong connection with Great Britain and British employment law before an exception can be made for them.**
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> **29. But it does not follow that the connection that must be shown in the case of those who are not truly expatriate because they are not both living and working overseas must achieve the high standard that would enable one to say that their case was exceptional. The question whether on given facts the case falls within the scope of Section 94(1) is a question of law, but it is also a question of degree …. The question of law is whether Section 94(1) applies to this particular employment. The question of fact is whether the connection between the circumstances of the employment in Great Britain and British employment law was sufficiently strong to enable it to be said that it would be appropriate for the employee to have a claim for unfair dismissal in Great Britain.**

13. In *Bates van Winkelhof v Clyde & Co LLP & another* [2013] ICR 833 the Claimant was an English-qualified solicitor and a member of an LLP. At the material time she worked principally in Tanzania but spent 78 days over an 11-month period working in the London office and a further 22 non-working days in Great Britain. At a preliminary hearing, the Employment Judge ('EJ') held that the burden was on the Claimant 'to show that there were strong connections with Great Britain such that the Tribunal had jurisdiction' and that, applying that test, the necessary connections were established. She based that finding on ten factors in particular, namely: (1) the Claimant worked at least partly in Great Britain; (2) the LLP Agreement was governed by English law; (3) the Claimant was a member of an LLP which resulted in her agreeing budgets with her partners in London; (4) the Claimant visited London, for work, on a regular basis; (5) she was mainly paid from London; (6) all her time recording was done on Clyde & Co's time recording system; (7) all invoices generated, whilst put through the Tanzanian law firm, were generated from Great Britain; (8) she was provided with administrative support from London (even though she had a secretary in Tanzania); (9) she appeared on the Law Society website list of solicitors as a member of Clyde & Co; (10) Clyde & Co's press releases detailed her as being a member of Clyde & Co. The EAT

upheld the EJ's decision and the Court of Appeal dismissed the further appeal[1]. The central challenge on behalf of the employer rested on the proposition that the EJ had wrongly failed to carry out the exercise of comparing factors pointing towards a connection with Great Britain with factors pointing in favour of another jurisdiction (here Tanzania). Rejecting that submission, Elias LJ, giving the only substantial judgment, said (para 98):

> **The comparative exercise will be appropriate where the appellant is employed wholly abroad. There is then a strong connection with that other jurisdiction and Parliament can be assumed to have intended that in the usual case that jurisdiction, rather than Great Britain, should provide the appropriate system of law. In those circumstances it is necessary to identify factors which are sufficiently powerful to displace the territorial pull of the place of work, and some comparison and evaluation of the connections between the two systems will typically be required to demonstrate why the displacing factors set up a sufficiently strong counter-force. However, as paragraph 29 of Lord Hope's judgment[2] makes plain, that is not necessary where the applicant lives and/or works for at least part of the time in Great Britain, as is the case here. The territorial attraction is then far from being all one way and the circumstances need not be truly exceptional before the connection with the system of law in Great Britain can be identified. All that is required is that the tribunal should satisfy itself that the connection is, to use Lord Hope's words:**
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> > **'sufficiently strong to enable it to be said that Parliament would have regarded it as appropriate for the tribunal to deal with the claim.'.**

14. In considering whether the 'territorial pull' of the *lex loci* is overcome, all relevant factors must be considered. One which often arises is where the parties have entered into a contract containing a choice of law provision. That will be a relevant factor, but cannot of itself be determinative. As Underhill LJ pointed out in *Jeffrey v British Council* [2019] ICR 929 (para 62):

> **A choice of English law by itself would be incapable of overcoming the territorial pull of the place of work ... If that were to be treated as decisive the exception would overwhelm the rule, which is clearly contrary to the message of the authorities … An employee cannot contract into the protection of the 1996 Act.**

15. The Claimant appeared to argue that the Tribunal should include in its assessment a comparative evaluation of the protection extended to 'whistle-blowers' under British and Singaporean law. If that was his contention, the case-law is against him. In *Dhunna v CreditSights Ltd* [2015] ICR 105 CA, Rimer LJ, with whom the other two members of the Court of Appeal agreed, stated:

> **39. [Leading counsel's] submission as to the critical comparative exercise that the ET should have performed was not only unheralded by any written skeleton argument, it was positively at variance with the written argument that had been prepared on behalf of Mr Dhunna ...**
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> **40. That does not, by itself, mean that [leading counsel's] submission is incorrect, but I have no hesitation in holding that it is and I would respectfully reject it. There is certainly no support in *Lawson* for the making of such a comparison. Nor would I accept that Lady Hale's words in [8] of her judgment in *Duncombe* provide any support for it. What she was there identifying was**

[1] The further appeal to the Supreme Court was on another point.
[2] In *Ravat*

> **the principle, established in *Lawson,* to which she had been a party, that the general rule is that an employee who is working or based abroad at the time of his dismissal will not be within the territorial jurisdiction of section 94(1), but that *exceptionally* he may be if he has 'much stronger connections both with Great Britain and with British employment law than with any other system of law.' The relative merits of any competing systems of law have, however, no part in the inquiry to which Lady Hale was referring. Why should they? The object of the exercise is not to decide which system of law is more or less favourable to the employee: it cannot realistically have been Parliament's intention that the 'general rule' in relation to expatriate employees should be regarded as ousted in any case in which the local employment law is less favourable to the employee than British employment law. The object of the exercise is simply to decide whether an employee is able to except himself from the general rule by demonstrating that he has sufficiently strong connections with Great Britain and British employment law.**
>
> **41. [Leading counsel] also relied on what Lord Hope said in [14] to [16] and [27] of *Ravat.* I have not cited [14] to [16] from *Ravat,* but they are there to be read by any interested reader. I propose to say no more than that I can extract nothing from them that provides any support for [leading counsel's] submission. Nor does [27] of Lord Hope's judgment. If there were any foundation for the submission that a critical part of the inquiry required in cases such as these is as to the relative merits of the competing, or potentially competing, systems of labour law, it is quite extraordinary that no express supporting statement for it can be found anywhere in the authorities. The reason, however, that there is none is that the submission is wrong. The authorities make it clear that the general rule is that someone in Mr Dhunna's position is, upon dismissal, excluded from any right to claim under section 94(1) of the Employment Rights Act 1996. If he wishes to show that, exceptionally, his case is not caught by that general rule, but that he is within the territorial jurisdiction of section 94(1), he must be able to show that his employment relationship has a sufficiently strong connection with Great Britain and British employment law such that it can be presumed that Parliament must have intended that section 94(1) should apply to him. Proof of such a connection is not established by making a comparison of the relevant merits of British and any competing system of labour law.**

The essential facts

Background – the Claimant

16. Claimant is a British citizen. He qualified as a solicitor, England & Wales in 2001. After three years at Herbert Smith (later Herbert Smith Freehills ('HSF')) in London, he transferred in 2004 to that firm's Tokyo office, becoming a Partner in 2010. Between 2014 and 2017 he worked at HSF's Singapore and Bankok offices before moving for two years to Berwin Leighton Paisner (later Bryan Cave Leighton Paisner), Singapore. After that, he worked for some months for a Singapore law firm before joining the Respondent in August 2020. Over his career he built up a specialism in international arbitration work.

17. The Claimant was not Singapore-qualified when he joined the Respondent, but acquired a Singapore legal qualification in 2021.

18. The Claimant and his family have had permanent residency status in Singapore since 2018. One consequence of this was that he and the Respondent

were required to pay contributions to the Singapore Central Provident Fund, a national savings and pension scheme.

19. The Claimant's legal residency status reflects the practical reality. He and his family are well settled in Singapore. His children attend schools there. He had and has no plans to move to UK (or anywhere else).

20. The Claimant has family and friends in Great Britain and pays frequent visits to see them.

21. At all relevant times the Claimant has owned property in Great Britain. At the time of the hearing before me it comprised a family home (which is let) and three investment properties.

22. The Claimant was not and is not registered as resident in the UK for tax purposes, but he pays income tax here on his property income and regular Class 2 NI contributions.

Background – the Respondent

23. The Respondent is a British LLP registered at Companies House with headquarters in London. It also has UK offices in Oxford and Cambridge. Of its headcount of about 1,400 (some 650 being legal professionals), the vast majority work in the UK.

24. The Respondent operated a branch in New York from 2008 to 2022 and currently has offices in Hong Kong and Singapore, as well as 'associations' with two legal practices, one located in Hong Kong and the other in Saudi Arabia.

25. The Respondent's London offering is built around six departments: Corporate, Dispute Resolution, Employment, Innovation, Private and Real Estate. The Singapore and Hong Kong offices are not treated as part of the departmental structure. Rather, they are shown on the firm's website as separate operations. The Singapore Dispute Resolution Practice, of which the Claimant was the most senior member, did not form part of the London Dispute Resolution department.

26. Formulation of policy and strategy and all major decisions rest with the Respondent's Board ('the Board'), which is composed of the Chairs of each department, certain additional appointed members and (*ex officio*) the Managing Partner.

The Singapore office

27. The Respondent's Singapore office opened in 2020. It had and has the status of a branch rather than being a free-standing legal entity. Partners working in the Singapore office are members of the LLP. Lawyers qualified in England, Singapore, Indonesia, New York and Australia were recruited to provide services in diverse practice areas including private wealth, international tax and succession planning, finance and debt restructuring, corporate lending and international mergers and acquisitions. With effect from about August 2020 the Singapore office also offered international arbitration services through the Claimant and, a year

later, Henry Winter, who is an Australian national qualified in Australia, and a more junior colleague. That line of work ended with the closure of the Singapore dispute resolution practice in late 2024.

28. The decision to set up the Singapore office was taken by the Board in London. The hope was that, although it would inevitably need financial support initially, the venture would become self-funding in time. It did expand: immediately after the Claimant joined, there were four full-time lawyers (of whom three were partners) and two working on a contract basis; on 8 May 2025 there were 15 lawyers (including one contractor), of whom four were partners.

29. The Singapore office is licensed by the Singapore legal authorities as a 'Foreign Law Practice'. This appears to mean that it has limited authority to advise on matters of Singapore law. On this point, the Claimant remarked (witness statement, para 7.4):

> **The Foreign Law Practice status reflects Mishcon's business focus … The lawyers usually advised on matters subject to laws other than Singapore law (especially English law matters). We aimed to, and did, work on cross-border matters for international clients, often in Asia. As far as I was aware, the Singapore office lawyers did not work on domestic Singapore matters and they rarely worked for Singaporean clients.**

I have no reason to doubt what the Claimant says and did not understand it to be the subject of any real challenge on behalf of the Respondent.

30. In May 2020 Ms Tahira Ara was appointed Singapore Managing Partner and Head of Asia. She was the most senior person in the Singapore office and responsible for its day to day running. Among others, the Claimant and Mr Winter reported directly to her. She conducted their annual appraisals.

31. Of the Singapore-based staff, Ms Ara alone reported to a London-based manager (the Managing Partner).

32. Although the decision to recruit the Claimant was taken by a panel of three London partners, it was Ms Ara who first interviewed him and she wrote the business case proposing his appointment.

33. Budgets for all offices were set by the London leadership. The Singapore office budget, which treated the office as a single, self-contained department, was prepared in Singapore on Ms Ara's instructions before being submitted to London for approval.

34. In routine administrative matters, the Singapore office was modelled on established arrangements in London. For example, the London time recording and billing systems were adopted and conflict checks were done on a firm-wide basis. In the early days, the Singapore office looked to London for more general administrative support. This was because the office was not fully set up until, it seems, about October 2020. Thereafter, secretarial, HR and, in due course, paralegal, resources were hired and less reliance was placed on help from London. On his rare visits to London (see below) the Claimant occasionally called upon the administrative assistance of the PA to the Head of International

Arbitration.

35. Practitioners in the Singapore office were subject to the Respondent's compulsory firm-wide training regime, which it delivers through what is known as the Mishcon Academy. This is regarded as important in the organisation, not only as a means of delivering essential (and mandatory) continuing professional education but also as a means of inculcating and strengthening a collective ethos and set of values.

36. In similar fashion, practitioners in the Singapore office were required to comply with a number of firm-wide policies adopted by the Respondent, including the Harassment, Bullying and Victimisation policy and the Confidential Reporting Policy.

37. The Claimant made the point that he had been a member of the International Arbitration Group, based in London. Mr Libson accepted that he had been involved in the London International Arbitration Practice. I attach no significance to the small difference in terminology. I accept that the Claimant (like his Australian colleague, Mr Winter) attended meetings of that body from time to time (no doubt remotely), and that it was part of, or associated with, the London Dispute Resolution Department. But the Department had no managerial control over the Claimant or Mr Winter and attending meetings of the body did not render them members of the Department.

38. I accept the Claimant's evidence that, on occasions, he and Mr Winter received professional support from London-based practitioners in relation to particular matters on which they were working at the Singapore office. There was no suggestion that either ever worked on London matters.

39. The immediate cause of the ending of the Claimant's employment was the decision of the Board to close down the Singapore Dispute Resolution practice.

The Claimant's employment at the Singapore office

40. The Claimant's letter of appointment declared him to be 'an Equity Partner of Mishcon de Reya LLP in the Singapore Branch.' His was a salaried position.

41. It seems to be undisputed that, on joining the LLP, the Claimant was required to pay a capital contribution in Sterling.

42. The Claimant's relationship with the Respondent was governed by express terms which included a choice of English law clause and provision for LCIA arbitration in London.

43. The Claimant was paid in Singapore, in local currency. He was liable to the Singapore authorities for tax on his earnings, as a local employee. His tax filings named his employer as Mishcon de Reya LLP (Singapore Branch).

44. The Claimant's remuneration did not include any provision for reimbursement in respect of travel to or from the UK, save that he was able to recover travel costs relating to the annual Partners' meetings in London, which he was required to attend.

45. Day to day management and control of the Claimant and the other practitioners and staff in the Singapore office was entirely the province of Ms Ara. He made much of this in his pleaded case, observing (Appendix 1 of the Claims Summary, para 1.2): 'Tahira's control over the affairs of the office, subject only to [the then Managing Partner's] approval, is absolute.' Ms Ara took decisions on a wide range of topics, from staffing and remuneration to commercial questions, such as charging rates and write-offs. She determined the Claimant's pay (subject only to approval from London). She approved his expenses claims. She also led on the strategic development of the Singapore office generally, albeit subject ultimately to approval from London on major issues.

46. The Claimant's ambition on joining the Singapore office and thereafter was accurately summarised in his claims summary: 'We were targeting cross-border arbitration work from clients who are most likely based outside Singapore (but with arbitration clauses choosing Singapore as the seat) … My competitive edge lies in Tokyo and Bangkok.'

47. In line with this perception as to the direction of the Singapore arbitration practice, the Claimant undertook business development trips to Bangkok and Japan in May 2022 and January 2023 respectively.

48. Over the four years of his membership of Mishcon de Reya LLP, the Claimant spent only 11 days working at the Respondent's London office. Aside from attending annual Partners' meetings, the main purpose of his visits, on his own case, was to get to know some of the London practitioners and raise the profile of the Singapore office. In other words, the objective was not to carry out tasks in furtherance of his Singapore caseload, but to seek opportunities to build connections with a view to expanding the Singapore international arbitration practice. Mr Libson's unchallenged evidence about the Claimant's visits to London in March 2022 and July 2023 (witness statement, paras 69 and 72) substantiates these findings.

The rival submissions

49. I will leave the written submissions on both sides to speak largely for themselves. The following bare outline may serve to convey the essential shape of the arguments.

50. The Claimant conceded that, for the purposes of the distinction drawn in *Ravat* and *Bates van Winkelhof*, he was properly classified as an expatriate employee who lived and worked 'wholly outside Great Britain', apparently accepting that the exceedingly rare occasions on which he performed *some* work within Great Britain were *de minimis*. But, despite the concession, he submitted that the factors on which he relied demonstrated an especially strong connection with Great Britain and British employment law which 'overwhelmingly' displaced the territorial pull of the place of work. Those factors, he contended, variously: (a) arose out of his connections to Great Britain; (b) related to his membership of Mishcon de Reya LLP; (c) pertained to the Singapore office; and (d) arose specifically from his working relationship with the Respondent.

51. Mr Rajgopaul KC was happy to accept the Claimant's concession that this was a 'wholly outside Great Britain' case but argued that, even if the Tribunal saw the matter differently, an analysis based on him being treated as living and working at least part of the time in Great Britain would have led to the same outcome. Either way, submitted Mr Rajgopaul, the Claimant fell a very long way short of demonstrating a sufficient connection with Great Britain and great British employment law such as would give the Tribunal jurisdiction to entertain the claims.

Analysis and conclusions

52. In my judgment this is a very clear case.

53. I start with the Claimant's concession. Although I initially wondered if it was correct, further reflection persuades me that my doubts were misplaced. The principle is that the 'truly expatriate' worker requires an especially strong connection with Great Britain and British employment law in order to displace the pull of the place of work. Where one draws the dividing line between the 'truly expatriate' worker and the worker who lives and/or works for some of the time in Great Britain is ultimately a matter of assessment and common sense. (I remind myself that I am concerned with principles, not rules (*Lawson*, para 27), and I must avoid the error of treating the authorities like statutory provisions.) The Claimant is a qualified lawyer of considerable experience. He has not sought to resile from any part of his written case. Although he *might* have chosen to argue otherwise, I am in no position to reject his classification of this as a 'wholly outside Great Britain' case as wrong. Accordingly, I proceed on the footing that the concession is correct.

54. The Claimant submits that most of the points taken on behalf of the Respondent rest on the undisputed fact that, at all material times, he lived and worked in Singapore. Accordingly, he says, they add nothing to the starting-point, which is that it falls to him to show a sufficiently close connection with Great Britain and British employment law to displace the pull of Singapore. As he puts it, those points are 'baked in'. The argument is neat and attractively made. I accept it as far as it goes, but I do not think that it goes very far. The difficulty for the Claimant is that the 'baked in' points do not merely reinforce the fact that the pull of the place of work is inherently very powerful (as all the authorities show); they also tend to diminish to a greater or lesser extent the points on which he relies as demonstrating a special connection with Great Britain and British employment law.

55. Moreover, Mr Rajgopaul raises a similar, and no less telling, argument the other way, namely that a large proportion of the factors relied on by the Claimant are no more than incidents of undisputed facts which, in themselves, go nowhere near to showing the necessary connection with Great Britain and British employment law, such as the facts that the LLP was and is based in London, the Singapore office was and is a branch of the London establishment (rather than a free-standing legal entity), the Claimant was a member of the LLP, the Claimant and his family are British and have family and friends in Britain, and so on. Mr Rajgopaul's submission has obvious force.

56. The Claimant collected 34 factors which, he maintained, 'weigh in favour of Great Britain'. He arranged these under the four heads identified in para 50 above

(lettered (a)-(d)). Under Head (a) he lists six factors arising out of his connections with Great Britain. These are: his British nationality; his England & Wales solicitor qualification; his 'history of working only for British law firms'; his practice of spending at least four weeks per year in Great Britain for personal reasons; the fact that he owns property (including a family home) in Great Britain; and the fact that he paid NI contributions in Great Britain. With respect, these are points of little consequence. The first two show some connection with Great Britain but there is no basis for regarding Parliament as having intended the 1996 Act to extend special protection to British nationals or persons with professional grounding in Great Britain. The third to sixth are unsurprising consequences of the first two. The third is wrong in fact: as noted above, he did work (briefly) for a non-British law firm, but the materiality of his choice of (predominantly British) employers throughout his career in the Far East is, in any event, elusive.

57. Under Head (b), the Claimant sets up four factors 'relating to his membership of the LLP': the LLP's registration in Great Britain; the choice of law clause; the jurisdiction/London arbitration clause; and the Sterling-denominated capital contribution. All of these are, in my view, unremarkable points. They all flow naturally from the undisputed fact that the LLP is a legal practice based and registered in London. It would be odd if a contract between any London LLP and a newly-recruited partner (wherever he or she was to work) contained a choice of law clause nominating any law other than the law of England and Wales or attaching jurisdiction to courts other than the courts of England and Wales. The applicable currency in London being Sterling, it would be surprising if a joining partner's contribution were measured in any other currency. As the case-law shows, the first, second and third factors are not to be disregarded but, certainly in the current context, I treat them as carrying quite limited weight.

58. Head (c) lists 10 factors 'pertaining to Mishcon Singapore'. The first two make the point that the Singapore office was a 'branch' or 'extension' of 'Mishcon London'. I am not sure that using the word 'extension' is helpful. The Respondent does not quibble with the notion that the Singapore office was established as, and remains, a 'branch' of the LLP. As I have found, it did not form part of the departmental structure which applies to the London operation; rather, the Singapore office operated as a free-standing, self-contained unit, albeit without a legal identity separate from the LLP. I accept that the juridical status of the office can be seen as a small factor in the Claimant's favour, at least in the sense that, were it to have an overseas legal personality truly independent of the LLP, his task of showing the requisite connection with Great Britain and British employment law would be all the more difficult. The fact that the office trades under the Mishcon de Reya name and seeks to benefit from the Firm's reputation adds nothing: it is merely an incident of its status as an overseas branch of the London LLP.

59. The third factor under Head (c) is said to be that the Singapore office 'is not a part of a global organisation'. On its face, this seem a tendentious and question-begging proposition. At the time when the Singapore office was set up the LLP had already run a New York office for some 12 years and the Hong Kong office was opened soon afterwards. I have also made findings about two further 'associations'. On any view, the LLP had a record of extending its reach in several directions internationally and showed no sign of any inclination to shift to a more

cautious or insular strategy. I do not see that this factor advances the Claimant's case at all.

60. The fourth factor under Head (c) is that the Singapore office 'is a Foreign Law Practice'. I have recorded my findings on this above. I do not accept that the way in which the Singapore authorities register the office, or the scope of the work which it can perform, has any significant bearing on the degree of connection between the Claimant's employment and Great Britain or British employment law. The fact (if it is a fact) that the office can give no advice on Singaporean law does not signal a strong connection with Great Britain or Great British law, let alone British employment law. The key factor is the location where the work is performed. The parties agree that the work of the Dispute Resolution Practice in Singapore was intended to, and did, serve the needs of the Firm's Far Eastern client base. As the Claimant explained, for the purposes of his practice at least, the client base had a strong territorial bias, particularly towards Tokyo and Bangkok. If the Claimant spent some of his time advising his Far Eastern clients on matters of English law, this can lend precious little weight to his assertion of an 'especially close connection' with British law, and even less to such a connection with British employment law.

61. The remaining six factors under Head (c) all concern control exerted by, or services or support provided by, 'Mishcon London', *viz*: approval of budgets; production of invoices; use of a common time-recording system; shared use of other systems and resources; application of the firm-wide training regime; and application of firm-wide policies. In my judgment, these also add little to the Claimant's case. The fact that budgets are ultimately determined (although all the preparation work happens locally) by the LLP leadership (the Board) is an obvious and inevitable incident of the fact that the Singapore office is a branch, not a separate legal entity. The shared use of invoicing procedures, time-recording systems and other resources is (as Mr Libson observed without challenge) standard and anything but surprising. It would be most surprising if a new office was expected to set itself up with new infrastructure and processes in circumstances where these could be provided at minimal cost and delay by the parent organisation. (In the instant case, two additional circumstances made reliance on central equipment and resources (and staff in the short term) necessary: first, as I have found, Singapore had no physical office until October 2020; second, it was obviously desirable to have common systems and documentation given the intention that the office should trade as a branch of the LLP and the two should be seen by clients and the outside world as sharing the Mishcon de Reya identity.) As for the compulsory training regime and policies, again, these seem to me to assist the Claimant very little. They are simply concomitants of the undisputed fact that the LLP was setting up a branch of Mishcon de Reya, to be run by its partners and staff, in Singapore. Leaving aside any regulatory requirement, it was obviously desirable that all members and staff across the entire organisation should be expected to espouse the same ethos and maintain common standards.

62. Head (d) contains 14 factors said to be specific to the Claimant's working relationship with the Respondent. The first is that the LLP chose to make him a member of a British LLP. With respect, this adds nothing to the fact that he was

made a member of the LLP (which happened to be British). As already noted (under Head (b)), he is entitled to a small credit in the balance on account of the fact that the LLP is British. He does not get the credit twice.

63. The second factor is that Mishcon recruited the Claimant 'as an English-qualified solicitor'. This is not understood. He was an English-qualified solicitor and he was recruited. But there is no basis for any assertion that he was recruited *to work as* an English-qualified solicitor. He is entitled to a small credit for the fact of his British nationality. I do not see that he is entitled to any additional credit for being English-qualified. If that is wrong, any credit must be vanishingly small.

64. Thirdly, the Claimant relies on being shown on the Respondent's website as a member of the LLP. Here again, I find that the Claimant is not entitled to any extra credit. The simple fact is that he was a member of the LLP and that the website correctly showed him as such.

65. The fourth and fifth factors (respectively) are that the London leadership negotiated the Claimant's terms and had the final say in his recruitment. These points add nothing to the fact that it was the (London) LLP which set up the Singapore office and which ultimately took all key decisions on its funding. These considerations have already been accounted for in the analysis above. No additional weight is added here to the Claimant's case.

66. The sixth factor is the Claimant's involvement in the International Arbitration Group.[3] I have made findings on this above (para 37). It was consistent with his position as an international arbitration specialist in the Singapore office and a member of the LLP that he should involve himself from time to time in the activities of that body. Doing so did not turn him into a member of the London Dispute Resolution Department and was not inconsistent with his separate status as an employee working at the Singapore office.

67. The seventh and eighth factors are concerned with the use by the Singapore office of administrative support from London and certain London systems and processes. These have been considered under Head (c) above. If they count in the Claimant's favour as suggesting a connection with Great Britain, I find that they do so to a very limited extent only. Moreover, as I have found, reliance on administrative support in particular was a matter of necessity in the early days and Singapore's reliance on London diminished over time.

68. The ninth factor was the requirement for the Claimant to attend the London office annually for the Partners' meetings. This was a natural incident of his status as a Partner in the LLP. The fact that the LLP is based and registered in London already stands to the Claimant's credit. He is not entitled to any additional credit for the requirement to attend the meetings.

69. The tenth factor is said to be that the Claimant's performance was assessed by 'Mishcon London'. I have found that the Claimant was subject to appraisal by his line manager in Singapore, Ms Ara. There was no separate performance management or appraisal at a higher level in London. But London unquestionably did review the profitability of the Dispute Resolution Practice in Singapore and it

[3] For brevity I will assume that this is the correct name of the body (see para 37 above).

was ultimately the decision of the senior management in London that its performance (measured in financial terms) was inadequate and could not be sustained. All of this was entirely consistent with the established facts. London set up the Singapore office with a view to it becoming self-financing in due course. Up to that point, it inevitably fell to London to support Singapore financially. That, in turn, was an inevitable consequence of the fact that Singapore operated as a branch of the London LLP. The fact that London ultimately determined the Claimant's fate does not add anything to what is already established and he is entitled to no further credit for it.

70. The eleventh factor is said to be that 'London' determined the Claimant's remuneration. I have made findings on these matters. Ms Ara proposed the terms on which he should be recruited and took decisions as to adjustments to his remuneration thereafter. These decisions were subject to signing off by decision-makers in London. This, again, adds nothing to what has already been established concerning the relationships in play and the natural consequences of those relationships.

71. The twelfth and thirteenth factors are said to be (respectively) the facts that the Respondent suspended the Claimant and terminated its relationship with him. It is common ground that the LLP in London took the decision to close down the Dispute Resolution Practice in the Singapore office and that this had consequences which included the Claimant's suspension and ultimate expulsion from the LLP. Its power to take those steps was not in question. That power derived from the constitutional machinery through which the LLP was and is operated. The exercise of the power is another illustration of the established fact that key strategic decisions concerning the Singapore office ultimately lay with London-based decision-makers. This state of affairs is already reflected in my findings above, which give the Claimant a modest credit in the balance of factors which I am required to weigh. No additional credit is earned here.

72. The fourteenth factor is said to be that the Claimant does not have 'equivalent' rights in Singapore. I am not sure whether this argument was pursued. If it was, I am clear that it is misconceived. For what it is worth, the parties appear to agree that Singapore does not exercise jurisdiction equivalent to that under Parts IV and V of the 1996 Act, or at least that any protection for 'whistle-blowers' under Singaporean law is not as strong as that under British law. But I accept Mr Rajgopaul's submission that, as a matter of law, this is not a factor which can play any part in my analysis (see *Dhunna*, cited above).

Summary and disposal

73. Having reviewed the arguments with care, I have reached the clear conclusion that the Claimant entirely fails to demonstrate reasons to displace the natural analysis, namely that, having been employed to work wholly abroad, the proper inference is that Parliament cannot have intended that the protection of the 'whistle-blowing' provisions of the 1996 Act should be treated as extending to his employment. Most of his arguments rest on the undisputed fact that he is British and English-qualified and was employed by an LLP based in London. It does not help him to compile a long list of further 'factors' most of which are for the most part natural or at least unremarkable consequences of those particular

circumstances. His is the paradigm case of an individual employed to work abroad. If he has any statutory employment law remedy, it lies abroad.

74. The Tribunal does not have jurisdiction and the proceedings must be dismissed accordingly.

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EMPLOYMENT JUDGE SNELSON

Date: 26 August 2025

Judgment entered in the Register and copies sent to the parties on 28 August 2025

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