



EMPLOYMENT TRIBUNALS

Claimant: Mr M Z U Khan

Respondent: Rebwar Ali Ciao Pizzeria

Heard at: Leeds Employment Tribunal **On:** 29th July 2025

Before: Employment Judge Bridge

Representation
Claimant: in person
Respondent: did not attend

JUDGMENT

1. The Claim for unpaid wages is well founded and succeeds.
2. The Respondent must pay to the Claimant the sum of £457.60 less such sums, if any, as are required by law to be deducted for tax and national insurance contributions

REASONS

Background

1. The Claimant brings a claim for unpaid wages. He claims that he is entitled to 40 hours' pay for work carried out between 10th and 14th December 2024.
2. Acas early conciliation took place between 31st December 2024 and 31st January 2025.
3. The ET1 was received on 28th February 2025.
4. The ET3 was received on 27th June 2025.

Issues

5. The issues that fall to be determined in this claim were the following:
 - a. Was the Claimant a worker or an employee within the meaning of section 230 of the Employment Rights Act 1996?
 - b. If so, what remuneration was he entitled to receive between 9th and 14th December 2024?
 - c. Was a deduction made from that wage?
 - d. Was the deduction unlawful?

The Hearing

6. The Respondent did not attend the hearing. A member of staff attempted to contact the Respondent using the telephone number recorded on the ET3 without success. There is no record on the Tribunal file of the Respondent having applied for a postponement of the hearing, or of the Respondent having informed the Tribunal that it would not be attending today.
7. I am content that the Respondent was aware of today's hearing as it / he has submitted an ET3 in response to the claim and a notice of hearing dated 30th May 2025 was sent to the address listed in the ET3.
8. I decided to proceed with the hearing in the Respondent's absence in accordance with Section 47 of the Employment Tribunal Procedure Rules 2024. There was no evidence to suggest that postponing the hearing would result in the Respondent attending on another occasion.
9. The Claimant confirmed that the only claim he is pursuing is his unpaid wages from 10th to 14th December 2024.
10. The Tribunal had a bundle of documents amounting to 50 pages.
11. The Claimant also gave evidence on oath. That evidence was unchallenged as the Respondent was not present.

Findings of Fact

12. I make the following findings of fact based on the unchallenged evidence of the Claimant.
13. The Claimant was employed by the Respondent from either June or July 2024 as an employee.
14. He was sent his hours each week on a What's App group and expected to work those hours. Instructions were provided to him via the What's App group that he was expected to follow, and he was able to communicate with the Respondent via this group.

15. His role was as a delivery driver, and he was paid at £10 per hour mainly in cash. Occasionally his wages were paid into his bank account.
16. He was told that the payments were made to him after the Respondent had deducted tax.
17. He was not provided with a written a contract of employment or a statement of employment particulars.
18. I accept that the week commencing 9th December the claimant worked the following hours:
 19. Tuesday 10th 1pm-10pm
 - Wednesday 11th 1pm-9pm
 - Thursday 12th 1pm-10pm
 - Friday 13th 1pm-12am
 - Saturday 14th 1pm-4pm.
20. On 14th December the Claimant told the Respondent that he would not be working beyond the following week.
21. He did not actually work beyond Saturday 14th December 2024.
22. On 16th December the Client sent a text message to the Respondent detailing the hours he worked as outlined above asking for £400 payment for the 40 hours worked.
23. The Respondent has not paid the Claimant any money for these hours.

The Law

Right not to suffer unauthorised deductions from wages

24. Section 13 of the Employment Rights Act 1996 states: -

“An employer shall not make a deduction from wages of a worker employed by him unless—

- (a) the deduction is required or authorised to be made by virtue of a statutory provision or a relevant provision of the worker’s contract, or*
- (b) the worker has previously signified in writing his agreement or consent to the making of the deduction.”*

Section 13(3) ERA provides:

“Where the total amount of wages paid on any occasion by an employer to a worker employed by him is less than the total amount of the wages properly payable by him to the worker on that occasion (after deductions), the amount of the deficiency shall be treated for

the purposes of this Part as a deduction made by the employer from the worker's wages on that occasion.”

Definition of Employee and Worker

25. Section 230 of the Employment Rights Act 1996 defines an employee as: -

“an individual who has entered into or works under (or, where the employment has ceased, worked under) a contract of employment.”

26. A worker is defined as: -

“an individual who has entered into or works under (or, where the employment has ceased, worked under)—

(a) a contract of employment, or

(b) any other contract, whether express or implied and (if it is express) whether oral or in writing, whereby the individual undertakes to do or perform personally any work or services for another party to the contract whose status is not by virtue of the contract that of a client or customer of any profession or business undertaking carried on by the individual; and any reference to a worker's contract shall be construed accordingly.”

Definition of Wages

27. Section 27 of the Employment Rights Act 1996 defines wages as

“Any sums payable to the worker in connection with his employment”

28. A deduction is a complete or partial failure to pay what was properly payable on a particular occasion. It includes a reduction in wages - **Bruce and ors v Wiggins Teape (Stationery) Ltd 1994 IRLR 536, EAT.**

National Minimum Wage

29. Section 1 of the National Minimum Wage Act 1998 states that

“(1) A person who qualifies for the national minimum wage shall be

remunerated by his employer in respect of his work in any pay reference period at a rate which is not less than the national minimum wage.”

Conclusions

30. The Claimant is an employee of the Respondent within the meaning of Section 230 of the Employment Rights Act 1996. Though there was no written contract, the relationship between him and the Respondent was one with the characteristics of an employer and employee.
31. The Claimant agreed to work the hours provided to him by the Respondent in the What's App group. He was obliged to work the hours sent to him as illustrated in the messages he provided in evidence to the Tribunal. He was expected to work these hours personally. He was integrated into the business via the What's App group where he was given instruction about his work and the hours he should work.
32. I find that the claimant worked 40 hours between the 10th and the 14th of December 2024 and was entitled to be paid for those hours.
33. The Claimant is entitled to payment for 40 hours work. £10 per hour is less than the national minimum wage in force at the time. The applicable rate for the claimant was £11.44 per hour.
34. There is no lawful reason that this remuneration has not been paid. The Claimant is therefore entitled to be paid for the 40 hours he worked at the national minimum wage in force at the time. This gives a total payment due to the Claimant of £457.60.
35. The Respondent has made an unauthorised deduction from the Claimant's wages.
36. I order the Respondent to pay the Claimant £457.60, less such deductions, if any, which the Respondent is required by law to make in respect of tax and national insurance contributions.

Approved by:

Employment Judge Bridge

29 July 2025

JUDGMENT SENT TO THE PARTIES
ON

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FOR THE TRIBUNAL OFFICE

Notes

All judgments (apart from judgments under Rule 51) and any written reasons for the judgments are published, in full, online at <https://www.gov.uk/employment-tribunal-decisions> shortly after a copy has been sent to the claimants and respondents.

If a Tribunal hearing has been recorded, you may request a transcript of the recording. Unless there are exceptional circumstances, you will have to pay for it. 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:

www.judiciary.uk/guidance-and-resources/employment-rules-and-legislation-practice-directions/