



EMPLOYMENT TRIBUNALS

BETWEEN

Claimant

and

Respondent

Mr G Margetson

Mishcon de Reya LLP

JUDGMENT OF THE EMPLOYMENT TRIBUNAL

SITTING AT: London Central

ON: 2 October 2025

BEFORE: Employment Judge A M Snelson (in chambers)

On reading the written representations of the Claimant, the Tribunal determines that the Claimant's application for reconsideration of the judgment dated 26 August 2025 is refused, pursuant to the Employment Tribunals Rules of Procedure 2024, r70(2).

REASONS

Introduction

1. By a reserved judgment with reasons sent to the parties following a hearing on 23 July 2025, I held that the territorial reach of the Employment Rights Act 1996, Parts IV, V and X did not extend to the Claimant's employment by the Respondent and that, accordingly, the Tribunal had no jurisdiction to consider his 'whistle-blowing' claims. Those being his only claims, the proceedings as a whole were dismissed. These reasons should be read with that judgment and those reasons.
2. On 1 September 2025 the Claimant applied for reconsideration of that judgment.

The applicable law

3. By the Employment Tribunals Rules of Procedure 2024 ('the 2024 Rules'), rule 68(1) the Tribunal has power to reconsider any judgment where it is 'necessary in the interests of justice' to do so.
4. Rule 70(2) of the 2024 Rules provides that if the Tribunal considers that there is 'no reasonable prospect of the judgment being varied or revoked' the reconsideration application 'must' be refused and the Tribunal must

inform the parties of the refusal. Rule 70(3) specifies that if a reconsideration application has not been refused under rule 70(2), the Tribunal must send a notice to the parties specifying the period within which any written representations concerning the application must be delivered and inviting their views on whether it can be determined without a hearing.

5. At the heart of the Tribunal's procedures generally is the 'overriding objective' of dealing with cases fairly and justly. This includes, so far as practicable, ensuring that the parties are on an equal footing, dealing with cases in ways which are proportionate to the complexity and importance of the issues, avoiding unnecessary formality, seeking flexibility in the proceedings, avoiding delay, so far as compatible with proper consideration of the issues, and saving expense (see the 2024 Rules, rule 3).
6. In *Outasight VB Ltd v Brown* [2015] ICR D11, Her Honour Judge Eady QC (as she then was), sitting in the EAT, observed that the procedural rules (then the 2013 Rules) allowed Employment Tribunals a broad discretion to determine whether reconsideration of a judgment was appropriate in the circumstances. However, she added that this discretion must be exercised judicially, 'which means having regard not only to the interests of the party seeking the review or reconsideration, but also to the interests of the other party to the litigation and to the public interest requirement that there should, so far as possible, be finality of litigation'.

The application

7. The application rests on five contentions. (1) I made improper and premature findings of fact concerning the merits of the underlying whistle-blowing claim. (2) I 'had a fundamental misunderstanding about which party held out the Singapore office as "culturally and operationally an extension of the London office" '. (3) I made a finding of fact about the global reach of the Respondent (sic) based on misleading information provided by the Respondent. (4) I appeared to misunderstand the 'member-status or otherwise' of the partners working in the Singapore office. (5) I drew an important conclusion which was contrary to the unchallenged evidence presented by the Claimant. I will address these in turn.

Analysis

8. In my judgment, there is nothing in ground (1). I made no finding (improper or otherwise) concerning the substantive merits of the claims. I did make findings (reasons, paras 39 and 69) concerning decisions affecting the Singapore office which were taken in London. Those were findings in the Claimant's *favour*, which I treated as tending to support his case as to the connection between his employment and the UK and UK employment law. He says that I was wrong in failing to identify two senior figures in the London office who, he says, took the decisions. My finding were that one decision was taken by the Board and the other was taken by 'London' (*ie* the decision-maker(s) was/were not identified in my reasons). The challenge strikes me as entirely irrelevant, given the jurisdictional issue which was

before me.

9. Ground (2) is, in my view, equally irrelevant. I expressed the view (reasons para 58) that the Singapore office was a branch of 'Mishcon London' and that it was not necessarily helpful to refer to it as an 'extension' of Mishcon London'. Here the objection is that the Respondent itself has characterised the Singapore office as 'culturally and operationally ... an extension' of London. Leaving aside the obvious (if minor) point that there is a difference between an 'extension' and something which is described as 'culturally and operationally ... an extension', the Claimant's objection again goes nowhere because it misses the point that, whatever the terminology used, I recorded *in his favour* the (uncontroversial) fact that Singapore was not a free-standing entity but a dependent creation of the parent firm in London.
10. I also see nothing in ground (3). The Claimant maintains that I wrongly recorded that the Respondent's New York office closed in 2022 and that in fact it closed in 2020. I see no basis for the surprising assertion that this error (assuming it was an error) was the product of misleading evidence provided by the Respondent. The Claimant argues that the judgment needs to be reconsidered as I proceeded on a misunderstanding that a New York office was still open at the time when the Singapore office was set up. With respect, the submission is hopeless. As my reasons (para 59) make clear, I saw some relevance in the fact that, at the time when the Singapore office was founded, the Respondent had already exhibited interest in extending its reach internationally. The precise timing of the closure of the New York office could not bear materially upon that background fact.
11. Ground (4) fares no better. The reference to misunderstanding the 'member-status or otherwise of the partners working in the Singapore office' is not easily understood. The Claimant appears to agree with the finding (reasons, para 27) that the Singapore partners were members of the LLP. The fact that Ms Ara became a member of the LLP on her appointment in 2020 was not mentioned in the reasons but that uncontroversial detail was supplied by the Claimant in his skeleton argument and, of course, not challenged by the Respondent. It is surprising that the Claimant brings up the subject of Ms Ara, since it tends to undermine his case that appointment to membership of the LLP evidenced a particularly strong connection with GB and GB employment law. No less surprising is his attempt to attach significance to Ms Ara's personal election to resign from the LLP in 2021 (on his case, for tax reasons), which self-evidently cannot help his argument seeking to locate her in the truly expatriate' category and himself somewhere much closer to home.
12. Ground (5) seeks to argue that the judgment should be reconsidered because I drew a conclusion which was contrary to the Claimant's unchallenged evidence. In the reasons, para 57, I stated:

... 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.

The Claimant objects that I was wrong to make the remarks I did about choice of law and arbitration clauses because he had adduced at the preliminary hearing some personal evidence about two London-based law firms known to him which, he said, employed, or had employed lawyers in, respectively, Singapore and the UAE under contracts governed by local law. Again, with great respect, this goes nowhere as a ground for reconsidering the judgment. In the reasons, para 57, I made a general point that the four factors relied on by the Claimant there under discussion were unremarkable in themselves and entirely consistent with the core fact that the Respondent was a law firm with headquarters in London. They add very little to that core fact. If, as the Claimant maintained, there are or have been instances of London law firms employing lawyers under local contracts with local choice of law clauses, that does not come close to supporting the proposition that the four factors relied upon (as to three of which the reconsideration application says nothing), taken together as part of the overall exercise of weighing competing arguments and considerations, add *any* material weight, let alone *decisive* weight, to his case on territorial reach.

Conclusions

13. I return to the statutory questions under the 2024 Rules, rr 68 and 70(2). Nothing in the Claimant's application begins to make the case for the judgment to be reconsidered. Rather, the application simply seeks to re-argue the preliminary hearing. That is not what the reconsideration procedure is for. Reconsideration is not at all 'necessary in the interests of justice'. To the contrary, reconsidering the judgment would run counter to the overriding objective. Further and in any event, for the reasons accompanying the original judgment and those given above, I am entirely satisfied that if the judgment were reconsidered there would be no reasonable prospect of it being varied or revoked. It follows that the application for reconsideration must be refused. If my original decision is wrong in law, the Claimant has a remedy in the form of an appeal to the EAT.
- 14.

EMPLOYMENT JUDGE SNELSON
Date: 2 October 2025

Judgment entered in the Register and copies sent to the parties on 7 October 2025
..... for Office of the Tribunals