



EMPLOYMENT TRIBUNALS

Claimant
Mr A Orabi

Respondent
v Selina Management Company UK Limited

Heard at: Central London Employment Tribunal

On: 30 September 2025

Before: Employment Judge Norris, sitting alone (via CVP)

Representation:

Claimant – In person (Mr O Ismail, companion)

Respondent – Did not appear and was not represented

JUDGMENT (RULE 22)

1. The Respondent did not file an ET3 by the deadline or at all.
2. At a Hearing on 30 September 2025, attended by the Claimant and his companion Mr Ismail and conducted by remote means (Cloud Video Platform) a determination of the claims was made as follows:
 - a. The Respondent unfairly dismissed the Claimant and is ordered to pay him:
 - i. A basic award of £3,500;
 - ii. A compensatory award of £36,429.36 (£32,929.36 loss of earnings and £40 towards the travel costs incurred by the Claimant).The first £30,000 of the compensation for unfair dismissal is to be paid to the Claimant without deduction and the remainder is to be paid net of tax;
 - b. The Respondent has not shown that the Claimant was in repudiatory breach of contract and has failed to pay notice pay in the gross sum of £20,000;
 - c. The Respondent failed to pay for holiday accrued but untaken by the Claimant in the gross sum of £20,681.69; and
 - d. The Respondent failed to reimburse the Claimant's expenses in the sum of £333.44. This is a net sum, which is not subject to any deductions.
3. The Respondent is accordingly ordered to pay the Claimant the total sum of £77,444.49, on which the Respondent is to account to HMRC for any tax payable.

WRITTEN REASONS

1. The Claimant was employed by the Respondent from 8 July 2019 until 31 May 2024, as the Respondent's Country Finance Director. His annual salary on termination was £80,000. He also benefited from health insurance and an employer pension contribution of 3%. His contractual notice entitlement from the Respondent was three calendar months.
2. In August 2023, the Claimant's personal laptop was stolen and certain information, including that of the Respondent, was compromised, leading to a theft from the Respondent's bank account in Germany. The Respondent launched an investigation, which the Claimant says concluded he was not culpable for the incident. However, the Respondent commenced disciplinary proceedings. The Claimant went off sick and did not return to work thereafter.
3. The disciplinary hearing took place on 16 May 2024 and on 31 May 2024, the Claimant received notice of dismissal. His appeal on 24 June 2024 was unsuccessful.
4. The Claimant entered Early Conciliation (EC) with ACAS between 17 July and 28 August 2024. He lodged his claim with the Tribunal, alleging unfair dismissal, failure to pay notice and accrued holiday pay and claiming arrears of pay, on 5 October 2024. During EC, the Claimant had named both the Respondent and Selina Hospitality PLC, and the EC certificate was accordingly issued in both names. However, as Selina Hospitality PLC did not have a separate EC certificate (and appeared in any event to be in administration) the claim was accepted only against the Respondent.
5. The Respondent was required to submit its response to the claim by 22 November 2024. No response was received by that date, or at all. The Claimant provided email addresses for a number of the Respondent's employees, and the Tribunal emailed them on 16 December 2024 to ascertain whether they had received the claim form. None of them replied. A Hearing was listed for 6 March 2025.
6. In February 2025, it appeared that the Respondent was entering compulsory liquidation. The Tribunal vacated the Hearing and imposed a stay. The Claimant was however asked to supply calculations for the remedy claimed and did so. The Respondent did not enter liquidation, and the Hearing was re-listed for 30 September and 1 October 2025. A Notice of Hearing was sent to the parties.
7. The Hearing duly commenced on 30 September. I was satisfied that it was appropriate to proceed in the Respondent's absence. According to Companies House, the Respondent remains active at the date of the Hearing. It had been notified of the listing and that it would be permitted to attend only to the extent permitted by the Tribunal. It had not made any attempts to contact either the Claimant or the Tribunal and had shown no interest in being heard in the proceedings.
8. I took into account what the Claimant said in his claim form and in his schedule

of loss. I explained that the Tribunal does not have jurisdiction to deal with complaints of distress, inconvenience to the Claimant or a negative impact on his professional reputation. The Claimant was not bringing a discrimination claim and therefore there could be no award for injury to feelings, aggravated damages or injury to health. Further, any compensation for unfair dismissal had to have occurred **after** the dismissal. The Claimant could not claim for loss of earnings during the period between October 2024 and May 2025 when he was off sick and earning SSP only, as that was all he was entitled to according to his contract of employment.

9. However, I was satisfied that the Respondent had not shown it had a fair reason for dismissal and the Claimant's claim of unfair dismissal accordingly succeeded.
10. Further, it had not shown that the Claimant was in repudiatory breach of contract, which might have entitled it to dismiss him without notice. I accepted that the Claimant had shown there was a breach by the Respondent. Therefore, his claim for notice pay also succeeded.
11. The Claimant told me that he had carried over a number of days' holiday from previous years, as a result of COVID. He shared his screen and showed me an email exchange in September 2023, in which he had notified the Respondent of his intention to take some of that holiday and carry over the rest, and the Respondent had indicated it was content for him to do so. However, the Claimant then went off sick and therefore did not take the holiday as planned. When he was dismissed, his last payslip shows that he was paid only for the days accrued in 2024 to the date of dismissal and not for the prior accrual. His claim for accrued but untaken holiday pay therefore also succeeded.
12. The Claimant sent in a number of emails which showed me that he had submitted an expenses claim for £333.44 in total, which remained outstanding. I was satisfied that the Claimant had properly evidenced his entitlement to this amount.
13. The sums to be paid are calculated as follows:

Unfair dismissal – basic award

- a. The Claimant had four complete years of employment with the Respondent at the date of dismissal (his reference in the claim form to the termination date being on 31 July was an error; that was the date his appeal outcome was given). As such, taking into account his age at dismissal and the applicable cap on his weekly pay, his basic award was calculated to be £3,500.

Unfair dismissal – compensatory award

- b. The Claimant secured alternative employment just over 20 weeks after his dismissal. His losses of 20 weeks and three days amount to £32,889.36 (gross) and he incurred in the region of £40 in train fares for attending interviews in London. He did not claim benefits while he was out of work.

The burden is on the Respondent to show that the Claimant has unreasonably failed to mitigate his losses; it has not done so. I find no contributory fault on the Claimant's part has been shown, and to the extent that the dismissal was procedurally unfair, I am not satisfied that the outcome would have been the same in any event and therefore make no *Polkey* or other deduction.

Accordingly, the compensatory award totals £32,889.36 and the total for unfair dismissal is £36,429.36 of which the first £30,000 is to be paid without deduction and the balance is to be grossed up with the Respondent accounting to HMRC for any deductions payable.

Notice pay

- c. I was satisfied that the Claimant was contractually entitled to three months' notice and that he did not receive any notice or pay in lieu. His claim for notice pay in the gross sum of £20,000 is well-founded and succeeds. The Respondent must account to HMRC for any deductions and pay the Claimant the net sum.

Holiday pay

- d. The Claimant had accrued 64.08 days' holiday by the time he went off sick in October 2023. He accrued a further 11.67 days in 2024 up to the effective date of termination. He was paid for 8.35 days in his last payslip. Therefore he is owed payment for 67.4 outstanding days, which I calculated to be the sum of £20,681.69. Again, this is a gross sum, from which the Respondent is to make any necessary deductions and pay to the Claimant the net balance.

Other payments

- e. Finally, the Claimant is entitled to reimbursement of his expenses in the sum of £333.44.

Employment Judge Norris
Date: 3 October 2025

JUDGMENT SENT TO THE PARTIES ON

7 October 2025

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FOR THE TRIBUNAL OFFICE