



EMPLOYMENT TRIBUNALS

Claimant: Mr P Weston
Respondent: Yunex Ltd
Heard at: Bristol **On:** 19th August 2025
Before: Employment Judge Cadney

Representation:

Claimant: In Person (assisted by his wife)
Respondents: Mr P Nainthy (Solicitor)

PRELIMINARY HEARING JUDGMENT

The judgment of the tribunal is that:-

- i) The claimant's application to amend to include allegations of age related harassment (s26 Equality Act 2010) is granted;
- ii) The respondent's application that the claimant's claims of public interest disclosure detriment / automatic unfair dismissal be struck out as having no reasonable prospect of success is dismissed;
- iii) Agreed case management directions are given in a separate case management order.

Reasons

Preliminary Hearing

1. On 17th June 2025 this case came before me for a TCMPPH at which I listed the claim for a preliminary hearing today to determine the following issues:

i) Which (if any) of the claimants claims should be struck out as having no reasonable prospect of success and/or be the subject of a deposit order as a condition of them being pursued as having little reasonable prospect of success;

- ii) *To identify the claims going forward for final hearing;*
- iii) *To give directions for and list the final hearing.*
- iv) *Since the earlier directions were given the issue of the claimant's amendment application now also falls to be considered.*

2. For ease of comprehension I will set out below the case summary from the earlier hearing.

Case Summary from the CMO 17th June 2025

1. By a claim form presented on 9th September 2024 the Claimant brought the following complaints;

- (a) *Constructive Unfair Dismissal ;*
- (b) *Automatic Constructive Unfair dismissal (public interest disclosure s103A ERA 1996);*
- (c) *Detriment on the grounds of public interest disclosure;*
- (d) *Discrimination on the grounds of age;*
- (e) *Victimisation;*
- (f) *Unlawful Deduction from wages;*
- (g) *Breach of Contract (relating to notice pay)*
- (h) *Breach of contract (relating to IKOS I.P.);*
- (i) *Unlawful deductions from wages/Underpayment of salary;*
- (j) *Accrued but unpaid holiday pay.*

The Issues

1. *Preliminary Hearing* - *I have set out a relatively lengthy summary of the claimant's claims below, following the oral discussion. For the reasons set out below I expressed the provisional/preliminary view that there were difficulties with a number of the claimants' claims, and that Further Particulars were needed in respect of many of them; and that before it could be listed for final hearing and in order to assist the claimant to consider his position in respect of some of the claims, I would set out some provisional views and list the case for a further preliminary hearing at which the issues could be determined, and the case listed for final hearing.*

2. *The Claimant was employed by the Respondent between 10th September 2007 and 15th May 2024 as a Senior Product Engineer.*
3. *Unlawful Deduction from Wages / Underpayment of Salary – The claimant contends that he joined as a Senior Product Engineer in 2007 and has remained with that job title/salary. He asserts that he has “worked in a role which far exceeds the nominal one.”, and which was in fact an entirely different role to the one he was nominally employed to perform. This view is reflected in every annual review, was put in writing to line managers and senior managers; and in a document he wrote in 2023 “Paul Weston – Work in Excess of Role”. This one of the most financially significant parts of his claim – in his Schedule of Loss he claims £262,040 in unpaid salary reflecting this claim.*
4. *The respondent contends that this claim is misconceived, either as a freestanding claim in and of itself; or as part of or a freestanding allegation of a breach of the implied term of mutual trust and confidence. The basis for this is simple. They contend that the claimant was always employed as and paid in accordance with his contractual role and salary as a Senior Product Engineer. They were never under any legal obligation, however the claimant seeks to frame it, to pay him more than his contractual salary. There is no concept in UK law of “fair” pay (outside the context of an equal pay claim which is not relevant in this case) and the tribunal has no jurisdiction to retrospectively promote the claimant and/or to order the respondent to pay to the claimant any sum it considers “fair” or “reasonable” over and above his contractual entitlement; and however it is put this claim or part of a claim is bound to fail.*
5. *In my judgement this must be correct, although the claimant will have the opportunity to persuade the tribunal that there is a claim falling within the jurisdiction of the tribunal at the preliminary hearing.*
6. *For the avoidance of doubt, and as discussed orally, it is likely (again subject to the view of the tribunal at the PH) that the claimant can rely on what he asserts is the failure of the respondent to take his complaints as to his role/salary seriously, either individually or taken cumulatively with his other complaints as a breach of the implied duty of mutual trust and confidence in relation to his constructive dismissal claim.*
7. *Unlawful Deduction from Wages/ Pay and Bonus 2023 – There is a separate claim in relation to deductions from the claimants pay /bonus in 2023 but (as far as I can see) these have not been specifically identified or set out in the Schedule of Loss.*
8. *Further and Better Particulars – The claimant is directed to set out full details of the amounts claimed and how they are calculated.*
9. *IKOS / Intellectual Property – The claimant contends that he was the inventor of an EV urban charging system (IKOS), and that the respondent is in express breach and/or in breach of the implied term of mutual trust and confidence in relation to a number of matters relating to IKOS:*

- i) *The respondent has registered a patent in which he is named as co-inventor whereas he was in reality the sole inventor;*
 - ii) *In May 2020 he was bullied by the patent attorney engaged by the respondent in general, and/or was not permitted to participate fully in the patent application process, and/or was bullied specifically into agreeing that others should be identified as co-inventors;*
 - iii) *The respondent unreasonably and/or impermissibly (see the public interest disclosure claim below) failed to commercially develop the patent and notified the claimant in November 2022;*
 - iv) *When the respondent decided not to commercially develop IKOS he was entitled either by an express contractual term and/or a term implied by custom and practice to be offered the opportunity to purchase the patent for 1 euro, (which was confirmed in writing on 5th June 2020) which the respondent has refused (specifically in writing on 29th March 2023) and continues to refuse to do.*
10. *If this is pursued as a freestanding claim of breach of contract there are a number of potential difficulties for the claimant which he will need to bear in mind. Firstly one of the remedies he seeks, if this claim succeeds, is for an order for specific performance of the contract to order the respondent to sell him the patent for 1 euro. The tribunal has no jurisdiction to order specific performance of a contract (if this is the remedy sought the claim would have to be brought in the County Court), but does have jurisdiction to award damages for breach of contract, but that jurisdiction is limited to £25,000. If this claim is pursued as a freestanding claim in the tribunal the claimant should understand that he will be limiting his damages to a maximum of £25,000 if he is successful (the claimant in his Schedule suggests that the value of this claim may in fact run into millions of pounds); and that he may not subsequently be permitted to bring any further claim in the County Court. The tribunal cannot advise the claimant, but he has previously instructed solicitors, and he is strongly advised to take legal advice in respect of this claim.*
11. *Again the claimant alleges that the respondent refused/failed to engage seriously with his complaints in respect of the IKOS patent (see the discussion of his grievance below). As with the claim above, and as discussed orally, it will open to the claimant, even if this is not pursued as a freestanding claim to pursue the allegation that the respondent failed adequately to engage with his complaints/grievance in respect of this as individually or cumulatively a breach of the implied term of mutual trust and confidence as part of his constructive dismissal claim.*
12. *The respondent factually disputes these claims but contends that in any event they are out of time - the events relating to the patent and patent attorney took place in or about 2020; and as the claimant himself identifies by the latest in March 2023 he was aware of the respondent's decision in respect of selling the patent to him.*
13. *Breach of Contract / Wrongful Dismissal – Notice Pay – The claimant contends that his resignation amounted to a constructive dismissal and that he is entitled to notice pay.*

14. Age Discrimination – The claimant (who is currently 71) contends that he is over nominal retirement age and that the respondent exploited this “when they failed to address my concerns or acknowledge their wrongdoing as they believed the problem would soon go away”. As I understand it the claimant’s age discrimination complaint only relates to his allegation that:
- i) The respondent failed to engage seriously with his complaints/grievance;
 - ii) The reason or part of the reason was his age as they assumed he would soon retire and the problem “would go away”.
 - iii) The claimant has not identified the relevant age group or comparator but (again as I understand it the relevant age group is likely to be those at or over “nominal” retirement age (perhaps above 65) and the comparator a hypothetical comparator below that age.
15. Further and Better Particulars- If there are any other age discrimination claims not identified by the EJ the claimant must supply full particulars of them (in his additional information the claimant refers to “banter” relating to his age but expressly states that he is not bringing any claim arising out of this).
16. Public Interest Disclosure- The claimant contends that, in an email of 9th November 2022 and/or by a letter dated 1st May 2023, and repeated in subsequent correspondence, that he informed the respondent that it had acted unlawfully in not proceeding with the commercial development of IKOS in respect of:-
- i) His rights as the inventor and owner of the intellectual property in IKOS; and/or
 - ii) It was in breach of the Competition Act 1988; and which
 - iii) Was detrimental to the claimant and society generally in hindering the development of and/or the market in EV charging systems.
17. If this is correct the claimant would be relying on:
- i) His asserted reasonable belief that the respondent was in breach of a legal obligation in the failure to comply with the requirements of the Competition Act 1988 and/or the contractual obligation owed to the claimant to commercially develop the patent and/or the breach of the contractual obligation to sell the patent to the claimant for 1 euro;
 - ii) His asserted reasonable belief that the disclosure was in the public interest in that the public has an interest in the fullest possible commercial development of EV charging systems;
18. Automatic Unfair Dismissal (s103A ERA 1996) – The claimant asserts that his dismissal was automatically unfair as he resigned (at least in part) as a result of the detriments he suffered as a consequence of making the public interest disclosures set out below. Directions are given below for the identification of the specific detriments relied on.
19. Public Interest Disclosure Detriment – At various points (in the additional information by way of example) the claimant identifies the detriment, at least in part, as the failure to commercially develop the patent and/or sell it to him which

necessarily cannot be a detriment causally linked to the disclosure as those decisions/events occurred before the disclosures. Other than that the detriments are described in very general terms.

20. Further and Better Particulars – *The claimant is directed to identify:*

- i) Each detriment on which he relies as being causally linked to the disclosure(s) identifying the nature of the detriment, when it occurred, and against whom the allegation is made.*

21. Bullying – *At various points the claimant refers to bullying. There is no freestanding claim of bullying in the tribunal, although the factual allegations could individually or cumulatively amount to breaches of the implied term of mutual trust and confidence as part of the constructive dismissal claim.*

22. Further and Better Particulars – *The claimant is directed to identify:*

- i) Each allegation of bullying – setting out the nature of the allegation; when it occurred; and against whom the allegation is made.*

23. Victimisation – *At various points in the documents the claimant refers to victimisation . It is not clear whether he is using this in the lay sense and/or as a synonym for bullying, or in the technical legal sense. A claim for victimisation (s27 Equality Act 2010) is a claim that the claimant did a protected act (see below) and as a result was subjected to a detriment by the respondent. S27 Equality Act 2010 provides that:*

27 Victimisation

(1) A person (A) victimises another person (B) if A subjects B to a detriment because—

(a) B does a protected act, or

(b) A believes that B has done, or may do, a protected act.

(2) Each of the following is a protected act—

(a) bringing proceedings under this Act;

(b) giving evidence or information in connection with proceedings under this Act;

(c) doing any other thing for the purposes of or in connection with this Act;

(d) making an allegation (whether or not express) that A or another person has contravened this Act

24. Protected Act – In essence a protected act involves an assertion made in the circumstances set out above that the respondent was in breach of the Equality Act.
25. Further and Better Particulars – The claimant is directed to set out:
- i) Whether he is bringing a victimisation claim pursuant to s27 Equality Act; and if so
 - ii) To identify the protected act(s) relied on; and
 - iii) The detriment(s) allegedly causally linked to the protected act identifying the nature of the detriment, when it occurred, and against whom the allegation is made.
26. Constructive Unfair Dismissal – At present, and as I understand it the claimant is relying on all the allegations set out above as being express breaches and/or breaches of the implied term of mutual trust and confidence in respect of his constructive dismissal claim.
27. The specific events which led to his resignation relate, as I understand it , to the conduct of and conclusions in relation to his grievance. The claimant submitted a grievance on 12th September 2023, which following correspondence from his solicitors, was heard at a meeting on 13th February 2024. The grievance was rejected by letter on 16th April 2024; and on 30th April 2024 the respondent wrote, continuing to dismiss his claims and refusing him the right of appeal. He summarises his complaints a to the grievance process as: .
- i) Failing to provide any grievance for the significant underpayment;
 - ii) Refusal to use an independent third party to help resolve the problem despite reasonable requests;
 - iii) Denying the right to explain the grievance on intellectual property;
 - iv) Failure to carry out appropriate investigations or consider evidence;
 - v) Unreasonable delay in communicating an outcome;
 - vi) Failure by HR to monitor the process between hearing and outcome.
 - vii) Refusal to hear an appeal
28. Until the issues set out above are resolved at the Preliminary Hearing it will not be possible to identify specifically the claims forming part of the constructive dismissal claim.
29. Time – The ACAS EC commenced on 30th June 2024 and the respondent contends that any claims relating to matters which occurred before 30th March 2024 may be out of time.

Withdrawn Claims

3. Withdrawn Claims – Since the earlier TCMPH the following claims have been withdrawn:-
- i) Breach of Contract / Unlawful Deduction from wages in the underpayment of salary;
 - ii) Breach of contract / Unlawful deduction from wages in relation to the 2023 bonus;
 - iii) Breach of contract in relation to the claim for damages in relation to the IKOS IP issue;
 - iv) Accrued but unpaid holiday pay;.
 - v) Victimisation.
4. That leaves claims for:
- i) Public Interest Disclosure – Detriment / Automatic Unfair Dismissal;
 - ii) Constructive Unfair Dismissal ;
 - iii) Breach of contract – Notice Pay;
 - iv) Age Discrimination.

Amendment Application

5. The claimant has applied to amend to add further factual allegations of age discrimination and/or to categorise them as both direct discrimination and harassment. There is no objection; and in any event the allegations are already before the tribunal and harassment is a statutory alternative direct discrimination the prejudice to the respondent would be very limited. The application is granted.

Strike Out / Deposit Order Applications

6. The respondent has applied for a strike out/deposit order in respect of the claims of public interest disclosure detriment / automatic unfair dismissal on the basis that the alleged disclosures have no reasonable / little reasonable prospect of being held to be public interest disclosures within the meaning of s 43B ERA 1996. The disclosures relied on as identified in the original CMO were specifically the email of 9th November 2022 and or the letter of 1st May 2023:

Public Interest Disclosure- The claimant contends that, in an email of 9th November 2022 and/or by a letter dated 1st May 2023, and repeated in subsequent correspondence, that he informed the respondent that it had acted unlawfully in not proceeding with the commercial development of IKOS in respect of:-

- i) His rights as the inventor and owner of the intellectual property in IKOS; and/or*
- ii) It was in breach of the Competition Act 1988; and which*
- iii) Was detrimental to the claimant and society generally in hindering the development of and/or the market in EV charging systems.*

If this is correct the claimant would be relying on:

- i) His asserted reasonable belief that the respondent was in breach of a legal obligation in the failure to comply with the requirements of the Competition Act 1988 and/or the contractual obligation owed to the claimant to commercially develop the patent and/or the breach of the contractual obligation to sell the patent to the claimant for 1 euro;*
 - ii) His asserted reasonable belief that the disclosure was in the public interest in that the public has an interest in the fullest possible commercial development of EV charging systems;*
- 7. In his Further and Better Particulars the claimant also sets out the following additional disclosures on which he relies:
 - i) 4th May 2020 (Fand BPs para 29)
 - ii) 21st May 2020 (F and BPs para 39)
 - iii) 29th March 2023 (F and BPs para 103)
- 8. The respondents position was set out in summary in its application.:

At the recent CMPH, C confirmed that his case was that he had made protected disclosures in an email dated 9th November 2022 and a letter dated 1st May 2023 (p.51). In his Response to CMO document (p.56), C added that he had also made protected disclosures in a letter dated 3rd May 2020 (subsequently corrected by C to an email dated 4th May 2020 (p.93)) and a letter dated 21st May 2020.
- 9. R's application for strike out is on the basis that none of the disclosures relied on by C amount to a protected disclosure. R considers that any disclosures by C do not amount to protected disclosures for the following reasons:
 - a. There has been no disclosure of information by C
 - b. Any disclosure by C is not in the public interest, rather C is pursuing purely personal matters.
- 9. I will deal with each of those contentions in turn.
- 10. Information – The first email relied on is from 4th May 2020. It contains a detailed account of the claimant's contentions as to the invention of and development of the EV charging device. This repeated in the letter of 21st May 2020, which also expressly asserts the claimant's right to be identified as the inventor within the meaning of the Patent Act; and that the respondent was in breach of the legal obligation it owed him to accept that he was the inventor and that it had not been developed in the course of his employment, which meant that the respondent had no legitimate interests in asserting any rights in respect of it. There are in the bundle a number of emails between the claimant and Dr Sam Williams which essentially make the same point.

11. Correspondence from the end of 2022 / early 2023 relates to the dispute as to whether the claimant was or was not entitled to be sold the patent for 1 euro, as the respondent had determined not to develop IKOS.
12. The claimant's letter of 1st May 2023 repeats the history of the matter and the factual assertions set out above, together with a further assertion that the failure to proceed with IKOS and/or to deny him the right to purchase it are in breach of the legal obligations it owed him. In addition he contends that not to do so is "akin to limiting technical development". .
13. In my judgement the correspondence clearly contains the disclosure of information relating to:
 - i) The claimant's assertion that he was entitled to be identified as the inventor of IKOS;
 - ii) That the respondent had wrongly deprived him of that identification and/or wrongly asserted that it had rights in the patent;
 - iii) That the respondent failed to develop the invention itself and/or to allow the claimant to purchase the patent;
 - iv) That those factual assertions involved breaches of legal obligations owed to the claimant himself; and was "akin to limiting technical development". .
14. Reasonable belief that the disclosures were in the public interest – As set out above the respondent submits there both was no public interest in any of these disputes and that the claimant cannot reasonably have believed that there was. The essential dispute is purely whether the claimant is entitled to be identified as the sole inventor of IKOS and/or should have been permitted to purchase the patent. Whilst the claimant has sought to suggest that it is more complex, in reality this was and remains a private dispute between the parties, in respect of which there is obviously and necessarily no public interest.
15. The claimant submits that this is not correct, in that there is, or at least he reasonably believed that there is a public interest:
 - i) In the inventors being correctly identified in patents;
 - ii) In the development of patents that are potentially of considerable public value (which he asserts a method of allowing EV charging from the electricity grid is, at least arguably);
 - iii) In the developments of those patents not being artificially restricted so as to advantage the commercial interest of the company which happens to hold the patent and restrict or prevent the public development of the invention.
16. In addition he reasonably believed that the legal obligations referred to above were being breached.
17. Conclusion – In my judgement the arguments are finely balanced. The question is not whether the claimant is correct in any of his assertions; he may for example be making wholly unrealistic assumptions as to the significance of the invention, but whether he reasonably believed them. The respondent may, when all the evidence is heard, be held to be correct, and that there is no public interest in any of the matters disclosed. However this is a relatively early stage in proceedings, the evidence has not been heard, and it is not possible, in my judgement to say that there is no reasonable prospect of the final tribunal upholding the claimant's arguments.

18. It follows that I am not persuaded in this case that it is appropriate to strike out the claims arising from those disclosures.
19. The remaining claims and the case management directions are set out on a separate Case Management Order which accompanies this judgment.

Employment Judge P Cadney
Dated: 12th September 2025

ORDER SENT TO THE PARTIES ON
27 October 2025

FOR THE TRIBUNAL OFFICE