



EMPLOYMENT TRIBUNALS

Claimant: Justin Seal Lawes

Respondent: Fleet Maritime Services (Bermuda) Ltd

on: 27th October 2025

BEFORE: Employment Judge T. Vincent Ryan

REPRESENTATION:

Claimant: Written Application

Respondent: Written submissions

JUDGMENT

The judgment of the Tribunal is that the Claimant's claim that the Respondent breached his contract of employment is withdrawn and this litigation in the Employment Tribunal has therefore ended; the claim is not dismissed.

REASONS

1. By email dated 15 October 2025 the Claimant notified the Tribunal that he was withdrawing his claims of Breach of Contract in the Tribunal (the only remaining claim in this protracted litigation).
2. In doing so the Claimant requested: "the claims **not** be dismissed in accordance with Rule 51(a) of the Employment Tribunals Procedure Rules 2024 on the basis the Claimant intends to pursue his claims for breach of contract in the UK County or High Court or another Jurisdiction. The Tribunal is aware there remains a jurisdictional dispute between the parties and we submit therefore there is a legitimate reason for not dismissing the claims. We submit (sic) is in accordance with the Overriding Objective and in the interests of justice to not dismiss the claims."

3. By emails dated 16 October 2025 and 22 October 2025 the Respondent opposed withdrawal and, alternatively, the request that the claims not be dismissed. The Respondent's position was submitted in detail and has been duly considered.
4. The Employment Tribunal Procedure Rules 2024, Section 51 provides:

Where a claim, or part of it, has been withdrawn under [rule 50](#) (end of claim), the Tribunal must issue a judgment dismissing it (which means that the party advancing it may not commence a further claim against the party responding or replying to it raising the same, or substantially the same, complaint) unless—

(a) the party advancing the claim has expressed at the time of withdrawal a wish to reserve the right to bring such a further claim and the Tribunal is satisfied that there would be legitimate reason for doing so, or

(b) the Tribunal believes that to issue such a judgment would not be in the interests of justice.

5. In this case the Claimant has unequivocally withdrawn his claims of Breach of Contract. If the withdrawal email had said no more, I would have been obliged to dismiss the claims.
6. The Claimant has however expressed, at the time of withdrawal, a wish to reserve the right to bring such a further claim in another jurisdiction.
7. I am satisfied, given the history of this litigation and the contents of the Claimant's said email, that he has a legitimate reason for expressing that wish, his stated intention to pursue the claim in another jurisdiction, where I know that the Claimant has pleaded grounds for such a claim, there are complexities in the matter, and there are issues as regards further action in this jurisdiction. He does not speculate about the possibility of pursuing these claims or state a mere aspiration in some indefinite period of time; the Claimant has confirmed a firm intention. I have no evidence or submission before me to the effect that the Claimant is time-barred or otherwise prohibited from pursuing the claims in another jurisdiction. The onus is on the Claimant to bring his stated intention to fruition.
8. I have considered the Respondent's representations. I appreciate their comments. If Rule 51 required a merits based analysis (beyond satisfying myself of the legitimacy of the reason for requesting that the claims not be dismissed) I would have invited the parties to provide further written submissions and suggested the option of holding a preliminary hearing by video or in person. As I say, I note the Respondent's views on the merits of the Claimant's request and criticism of his failing to date to bring matters to a head. I agree that parties to litigation require certainty. I consider that the current situation is sub-optimal. There are issues that could perhaps be considered further under Rule 51 (b), if the Claimant had not satisfied the requirements of Rule 51 (a). Rule 51 provides for one or other provision to apply 51 (a) "or" (b).

9. When the matter was stayed, and on each subsequent extension of the stay, I anticipated that the Claimant would indeed either pursue or withdraw these claims, and in the latter circumstances the claims would be dismissed. The delay and uncertainty is unsatisfactory, but not something that I feel I can address further without hearing from the parties and that is not required in view of my decision.
10. I am obliged to consider the Overriding Objective, and I have done so. My decision must be based on the interests of justice. In this case I have to consider those interests where the Claimant has satisfied me that Rule 51 (a) applies, and is satisfied. On that basis, it would not be in the interests of justice to dismiss these claims. I hope and trust that the parties will conclude this saga soon.

Approved by Employment Judge T V Ryan

Date: 27/10/25

JUDGMENT SENT TO THE PARTIES ON

29 October 2025

Katie Dickson
FOR THE TRIBUNAL OFFICE