



EMPLOYMENT TRIBUNALS

Claimant: Mr Azzam Hakim

Respondents: Five Stars Clapham Ltd (R1)
La Rueda Clapham Ltd (R2)

Heard at: London South Employment
Tribunal (Croydon)

On: 09 October 2025

Case numbers: 2304480 / 2023 and 2301235 / 2025

Before: Employment Judge M Da Costa

REPRESENTATION:

Claimant: In person via video link
Representative Mr Tufail Hussain of Godwin Austen also in person
via video link

Respondents: Did not attend

JUDGMENT

The judgment of the Tribunal is as follows:

Strike out

1. The claimant's claim against R1 is struck out pursuant to rule 38(1)(a) of the Employment Tribunal Procedure Rules 2024 (no reasonable prospect of success) because R1 (having been dissolved) is no longer a legal entity. That claim is therefore dismissed.
2. R2's response (its form ET3) to the claimant's claim is struck out pursuant to rule 38(1)(a), (b), (c) and (d) of those Rules. Pursuant to rule 22(2) of those Rules, a judgment in default in favour of the claimant is made as below.

Breach of contract

3. R2 was the same entity as R1 for the purposes of regulation 3(1)(a) of the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE") and pursuant to regulation 4(2) of those Regulations the duties and liabilities of R1 transferred to R2 and the omissions of R1 are deemed to have been the omissions of R2.
4. As a result of the TUPE transfer, R2 was in breach of the implied terms of a contract with the claimant by
 - (a) dismissing the claimant without notice in contravention of section 86(1)(a) of the Employment Rights Act 1996,
 - (b) failing to pay the claimant for work done between 7 June 2023 to 1 July 2023 in breach of section 13(1) of that Act, and
 - (c) failing to pay the claimant for holiday accrued but not taken in breach of regulation 16 of the Working Time Regulations 1998.
5. The claimant's complaint against R2 for breach of contract as above is therefore well founded and succeeds.
6. In light of paragraph 3 above, it is declared pursuant to section 24(1) of the Employment Rights Act 1996 that R2 made an unlawful deduction of wages contrary to section 13 of that Act. All of the elements of paragraph 4 above are wages for the purposes of this declaration.

7. R2 is ordered to pay the claimant the sum of **£3,438.66** by way of damages broken down as follows:
 - (a) unpaid wages in the sum of **£2,226**,
 - (b) statutory minimum notice pay in the sum of **£630**,
 - (c) holiday pay accrued but not taken in the sum of **£268.66**, and
 - (d) interest calculated at 8% of the combined totals above from the date that the unlawful deductions occurred (namely 1st July 2023) to 09 October 2025 pursuant to section 24(2) of the Employment Rights Act 1996 in the sum of **£314**.

8. The totals above are gross totals including any tax and national insurance that the claimant may or may not be liable for. This is on the basis that they are calculated using the gross rate of £14 per hour to which the claimant was entitled by way of remuneration.

**Employment Judge M Da Costa
10 October 2025**

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Note

Reasons for the judgment were given orally at the hearing. Written reasons will not be provided unless a party asked for them at the hearing or a party makes a written request within 14 days of the sending of this written record of the decision.

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