



EMPLOYMENT TRIBUNALS

Claimant: Mr N Luhar

Respondent: Merrill Lynch International

Sitting at: London Central

On: 8th October 2025

Before: Employment Judge Nicklin

JUDGMENT ON RECONSIDERATION APPLICATION

The Claimant's application dated 19th September 2025 for reconsideration of the judgment on preliminary hearing sent to the parties on 5th September 2025 is refused.

REASONS

1. By a written application to the tribunal dated 19th September 2025 ("**the Application**"), the Claimant applied for reconsideration of the judgment striking out his claim that was sent to the parties on 5th September 2025 ("**the Strike Out Judgment**").
2. The Application was properly made under Rule 69 of the tribunal's Procedure Rules 2024 and brought within the 14-day time limit. I have therefore considered the Application in accordance with Rule 70.
3. For the reasons set out below, in my judgment, there is no reasonable prospect of the Strike Out Judgment being varied or revoked and the Application must accordingly be refused pursuant to Rule 70(2).
4. The Claimant has set out seven issues or bases for the Application. I shall deal with each in turn below.
5. Firstly, the Claimant says that the Strike Out Judgment does not properly apply or give weight to the ACAS Code of Practice on Settlement Agreements.

- a. This was not a point advanced by the Claimant during the hearing on 1st August 2025. Notwithstanding, I have had regard to the ACAS Code of Practice. Nothing turns on the guidance in the Code as to the conclusions in the Strike Out Judgment because the issue concerning strike out was whether the Claimant had a reasonable prospect of success in establishing that the Settlement Agreement (as defined in the Strike Out Judgment) is unenforceable as a result of economic duress. That required an assessment of the prospects of the Claimant's arguments, taking his factual case of what occurred at its highest and presuming he could prove all such facts.
 - b. Further, the Strike Out Judgment addressed the compliance of the Settlement Agreement with the statutory requirements for settlement agreements, although the basis of the Claimant's argument that he is not bound by the Settlement Agreement was not, in any event, concerned with such compliance.
 - c. Insofar as the Claimant says that he did not have 10 calendar days (as recommended at paragraph 12 of the Code) to consider the offer of the additional medical cover, this is of no assistance to the Claimant. The Claimant plainly had time to consider the Settlement Agreement and receive the statutory advice from Mills & Reeve LLP. The guidance is directed at ensuring that an employee has a reasonable period "*to consider the proposed settlement agreement*". The offer of an additional benefit does not reasonably require a further 10 calendar days when the employee has already had time to consider the Settlement Agreement as a whole and obtain necessary advice. In any event, as above, this procedural point does not improve the prospects of success of the claim in circumstances where the Claimant is relying on economic duress.
6. The second point is that the Claimant disputes the decision made in the Strike Out Judgment as to prospects of success on the basis that he says that the factual allegation of economic duress "*warrants full evidential testing*". This does not establish any grounds to vary or revoke the Strike Out Judgment. The Claimant does not have any reasonable prospects of success in establishing that the Settlement Agreement is unenforceable for the reasons fully set out in that judgment.
 7. Thirdly, the Claimant says that there was inadequate consideration of legal advice timing and informed consent. This concerns the fact that the offer of the medical cover benefit, as an addition to the Settlement Agreement, came after he had received his statutory advice from Mills & Reeve LLP. This point was expressly considered and analysed at paragraph 21(g) of the Strike Out Judgment. The statutory requirements for advice were fulfilled and not affected by the subsequent offer of an additional benefit.
 8. Fourthly, the Claimant repeats the point made during the hearing of the Application that he was effectively compelled to enter into the Settlement Agreement because of his urgent family medical circumstances. This was comprehensively considered at paragraphs 21(e) and (f) of the Strike Out Judgment. There is a marked

distinction between the Claimant feeling, personally, that he was compelled to take a particular decision in light of his family circumstances and an illegitimate threat made towards him by the Respondent causing him to enter into the agreement.

9. The fifth point is that the Strike Out Judgment failed to consider government policy reform and the context as applicable to the Claimant's situation when entering into the Settlement Agreement. The Strike Out Judgment applied the law to the facts as advanced by the Claimant, taking his case at its highest and presuming he could prove all relevant facts at final hearing, in determining the question of reasonable prospects. The Claimant does not set out the legal basis for the contextual matters on which he relies on this point, but, in any event, the general context set out does not affect the decision made. Had, on the Claimant's factual matrix, there been a claim with reasonable prospects as to the unenforceability of the Settlement Agreement (including in respect of the contextual matters raised), the claim would not have been struck out. However, the factual case advanced, as set out in the Strike Out Judgment, does not come close to meeting the test for economic duress.
10. Sixthly, the Claimant says that strike out was premature and unjust and factual issues ought to be determined at trial. Whilst factual matters are usually determined at trial, Rule 38(1)(a) of the Procedure Rules 2024 expressly provides for the striking out of a claim which has no reasonable prospect of success. As explained above and in the Strike Out Judgment, the decision has been made assuming that the Claimant could prove all of the facts on which he relies.
11. Finally, the Claimant raises a number of further points which can be summarised as a failure by the tribunal to consider the broad conduct of the Respondent at the time that the Settlement Agreement was concluded where "*a significant new condition at the last minute*" was imposed. The Respondent's conduct, on the Claimant's case, was fully analysed in paragraph 21 of the Strike Out Judgment. The amendment to the Settlement Agreement was the addition of the medical cover benefit, not a 'condition' imposed upon the Claimant. Whilst the Claimant's case is that this made the provision of that additional cover conditional upon entering into the Settlement Agreement, the options available to the Claimant were fully considered in paragraph 21(e) of the Strike Out Judgment. As above, the Claimant's case as to the Respondent's conduct, taking his factual case at its highest, does not have reasonable prospects of establishing economic duress.
12. I have also considered the references to the relevant authorities set out at the end of the Application. The position is as set out above and in the Strike Out Judgment.
13. Accordingly, there is no reasonable prospect of the Strike Out Judgment being varied or revoked and the Application must therefore be refused.

Employment Judge Nicklin

Date: **8th October 2025**

JUDGMENT & REASONS SENT TO
THE PARTIES ON

7 November 2025

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FOR THE TRIBUNAL OFFICE