



EMPLOYMENT TRIBUNALS

Claimant: Mr.R. Balogun

Respondent: VF Services UK Ltd.

Heard at: Manchester (in public; by CVP)
2025

On: 30 July

Before: Judge Callan (sitting alone)

Representation

Claimant: Dr. R. Ibrakakambo

Respondent: Mr. M. Withers (counsel)

JUDGMENT

The judgment of the Tribunal is that the Respondent's application to strike out the claim in this case (there being two other claims in case numbers 4103969/2024 and 2407170/2024) is refused.

WRITTEN REASONS

Background

1. The respondent's application to strike out the claimant's complaint of unfair dismissal in the above claim was heard on 30 July 2025 at a Public Preliminary Hearing and oral reasons were given. The respondent's request for full written reasons for the judgment was made by email dated 13 August 2025. Unfortunately, that application was not forwarded to me until 5 November 2025.

2. On 30 July 2025, the claimant did not attend the hearing and was represented by Dr. Ibrakakambo. I was informed the claimant was hospitalised. An application to postpone the hearing had been made on his behalf and was refused by EJ Batten the previous day.

Respondent's application heard on 30 July 2025

3. The basis of the respondent's application to strike out the claimant's claim in case no: 2400879/2024 was that the Tribunal lacked jurisdiction because of a conciliated agreement reached through the services of an Acas conciliation officer.
4. The parties produced a bundle of documents comprising 140 pages, including the claim form in case no. 2400879/2024, along with two further claim forms, and the ET3 responses and EC Conciliation certificates. Further, the bundle contained email correspondence between the Conciliation Officer and the respondent's representative in the period 29 November 2023 to 11 December 2023. There was a further email from the Conciliation Officer to the claimant's representative dated 3 April 2025.
5. I was provided with a witness statement from the claimant dated 25 April 2025 and a skeleton argument on behalf of the respondent dated 25 March 2025.

Facts relating to claim 2400879/2024

6. The ET1 in case no. 2400879/2024 was lodged on 11 February 2024. The respondent lodged its ET3 on or about 2 May 2024 in which it asserted that the claim was an abuse of process and that the claimant was estopped from pursuing his claims pursuant to section 144(4) Equality Act 2010 (EqA 2010). The ET1 gave the Acas Early Conciliation certificate number R108445/24/91. That certificate was provided in the bundle and showed the date of receipt by Acas of the Early Conciliation notification as 19 January 2024 and the date of issue of the certificate as 23 January 2024.
7. The respondent says there was a conciliation agreement reached on or about 11 December 2023. The ACAS officer's email to which I was referred was sent to the respondent's solicitor and referenced two other EC certificates (numbers R279297/23 and R276498/23) and notably not the EC certificate quoted in the ET1 in this case which postdated the email exchange. The email states that the claimant is satisfied with the resolution reached which I was informed was essentially "words of comfort" to the effect that the respondent would abide by its policies and procedures in dealing with any allegations of wrongdoing on the part of its employees. The email was not sent to the claimant.
8. There is no COT3 relating to the alleged settlement, or terms of settlement. It is recognised that an oral agreement may suffice: **Allma Construction Ltd v Bonner** [2011] IRLR 204. However, the terms of such an oral agreement should be clear. No evidence other than the emails was

produced to evidence the alleged agreement: there was no witness evidence given to support the subject matter of the disputes or claims the agreement encompassed, The respondent relied upon the emails between the respondent's legal representative and the Conciliation Officer referred to above which did not identify the particular "wrongdoing" or nature of the dispute. It is recognised that a promise to abide by policies and procedures or "words of comfort" is sufficient consideration from the respondent to form a binding agreement.

Conclusion

9. The difficulty in this case is that the subject matter of the claim said to have been settled following the conciliation officer having taken action is not clear and the claim is not specified in the emails relied upon by the respondent. The emails reference two Acas EC numbers but not the one entered on the ET1 in case number 2400879/2024.
10. As the subject matter of the Early Conciliation said to have been settled is unclear, the application to strike out the claim on the basis that the jurisdiction of the Tribunal has been ousted is refused. As Lady Justice Smith held in **Hinton v University of London** [2005] IRLR 552, the policy behind the provisions is "to protect employees from the danger of signing their rights away without a proper understanding of what they are doing". Given that policy, and the high threshold applied to striking out claims (or as the case may be, defences) the application is refused.

Judge Callan

Date: 14 November 2025

JUDGMENT SENT TO THE PARTIES ON

Date: 17 November 2025

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