

# EMPLOYMENT TRIBUNALS

**Claimant:** Mr T Akhtar

**Respondent:** Cleartech Communications Limited

**Heard at:** Manchester

**On:** 13-14 August 2025

**Before:** Employment Judge Slater  
Mr G Pennie  
Mr P Dobson

## **Representation**

Claimant: In person

Respondent: Mr Todd, counsel

**JUDGMENT** having been sent to the parties on 26 September 2025 and written reasons having been requested in accordance with Rule 60 of the Employment Tribunals Rules of Procedure, the following reasons are provided:

# REASONS

## **Complaints and issues**

1. The claimant brought complaints of disability discrimination. These had been identified as complaints of direct disability discrimination, discrimination arising from disability and failure to make reasonable adjustments at a preliminary hearing for the purposes of case management. The complaints and issues were set out at pages A-34 to A-36 of the hearing bundle. These are reproduced in the Annex to these reasons.
2. At the start of this final hearing the respondent conceded disability in relation to the claimant's visual impairment. The respondent also accepted that it knew or reasonably could be expected to have known that the claimant was disabled at relevant times.

3. The claimant confirmed that he was not claiming any financial loss if successful in his claims but was claiming compensation for injury to feelings plus interest on any award.

### **Evidence**

4. The evidence we heard was oral evidence from the claimant and from Ms Trudy Johnson, Head of Operations for the respondent. We had written witness statements for both witnesses. We also had a bundle of 64 pages initially. At 11:21 am on the first day of hearing the respondent made late disclosure of some additional documents: e-mail trails between the respondent and the recruitment agency about another candidate, KG, KG's CV, and a message from the recruitment agency suggesting the claimant for interview. We did not receive a satisfactory explanation as to why this disclosure was so late although the respondent had been represented for some months prior to this hearing.

5. Although Mr Todd confirmed on instructions after the lunch break that all disclosure had now been made, it appeared from Ms Johnson's evidence that there were some further documents which should have been disclosed and had not been disclosed, for example the job advert and job description for the post for which the claimant was interviewed. Given that the respondent was arguing that the claimant was not recruited because of his lack of relevant experience we would also have expected the CVs of the other four successful candidates to have been disclosed.

6. Since the claimant, if successful, was claiming compensation for injury to feelings only, we told the parties that we would deal with remedy (if applicable) at the same time as liability and that Mr Todd should, therefore, cross examine the claimant on matters relevant to injury to feelings at the same time as cross examining him on matters relevant to liability.

### **Facts**

7. The respondent provides calls, lines, broadband, telephone systems, mobile phones and sim cards to other businesses.

8. In January 2024, the respondent advertised for people to work in telesales. We have not been shown the advert or job description. From Ms Johnson's evidence we find that the role required the jobholder to make calls to, and secure appointments with, managing directors of other businesses. The respondent was looking for people who already had telesales experience. Ms Johnson could not recall whether there were any minimum requirements for experience. The respondent used two recruitment agencies. Ms Johnson tells us that all offers of employment had to be made by the agency after the respondent informed the agency whether or not they wanted to offer employment to a candidate who had been interviewed. For reasons given below, we have found that KG was offered employment during her interview, although the formal documentation was then left to the agency to deal with. Prior to the claimant being interviewed on 7 February 2024 the respondent had offered employment to five candidates including, on 6 February 2024, KG. All five of these were to start on Monday 12 February with a training course.

9. KG was offered employment on 6 February 2024. The e-mail trail of 6 February which was part of the late disclosure indicates that within, at the most, 55 minutes, KG had been interviewed and offered and accepted the post to start on Monday with a salary of £20,000. When referred to this e-mail trail, Ms Johnson denied that she had offered KG the job during the interview, asserting that she must have telephoned someone else at the agency prior to her e-mail to Mollie at 13:50 to make the offer. If that was correct, that would mean that all within no more than 55 minutes KG had been interviewed, Ms Johnson had telephoned someone other than Mollie at the agency, that person had informed KG that she had been offered the job, KG had accepted and that acceptance had been conveyed to Ms Johnson, who then e-mailed Mollie without any reference to the previous call to the agency. We find this implausible. We consider it more likely that Ms Johnson offered the job to KG during the interview, who accepted this, and Ms Johnson then informed Mollie by the e-mail sent at 13:50.

10. The claimant has a visual impairment of retinitis pigmentosa. His eyesight has deteriorated over time. Prior to the covid pandemic, he could manage work with software assistance only. After covid, his sight deteriorated to an extent that he needed a support worker to assist him at work. He had a support worker provided from a couple of months into his employment with Prospect Connect Limited, funded by Access to Work. We accept that the claimant's understanding is that, since he is an existing client of Access to Work, he does not need to go through a new application process in a different job. He was responsible for finding his own support worker, who was funded by Access to Work. We accept his evidence that, prior to his interview with the respondent, he had spoken to a support worker who he understood was available to start at short notice and could, therefore, have been able to start on the Monday after the interview.

11. The claimant was put forward for interview by the same recruitment agent, Mollie, who had put forward KG for interview. KG's employment and that of four other new employees had been confirmed prior to the claimant being suggested for interview.

12. We find, based on Ms Johnson's evidence, that the respondent intended, when deciding to interview the claimant, that he could be offered employment to start on Monday if they considered him suitable.

13. The claimant's disability was not known to the respondent prior to him attending for interview. We accept Ms Johnson's evidence that she was aware at the start of the interview, because of seeing the claimant's white stick beside him, that the claimant had a visual impairment. The claimant had been brought into the interview room by another employee before Ms Johnson entered the room. Ms Johnson did not become aware of the extent of the claimant's visual impairment and the assistance he would require until a later stage in the interview when the claimant formally disclosed his disability and talked about the adjustments he would require.

14. The claimant was interviewed on the afternoon of Wednesday 7 February 2024 by Ms Johnson alone. She tells us she made no notes of the interview and that her contact with the recruitment agency after the interview was by telephone rather than e-mail or other written communication. We, therefore, have no contemporaneous record of what was said in the interview. The interview took about an hour and a half. Towards the end of the interview, Tony Consterdine, the Managing Director, came into

the interview whilst the claimant was showing Ms Johnson various apps on his phone which he used to assist him. Mr Consterdine and the claimant had a conversation about blind cricket. The claimant plays blind cricket domestically and internationally.

15. We find that the claimant left the interview with the clear impression he had been offered the job and was going to start on Monday. The message he sent to Mollie at 16:25 the day after is consistent with him expecting to have received a formal offer via the agency and chasing that up. Given our findings about the offer made to KG during her interview, it is plausible that this happened, in contradiction to Ms Johnson's evidence that they would never do this. We do not consider that the claimant's changing recollection as to whether there was a nod, a verbal affirmation or both undermine the credibility of the claimant's belief that he had been offered employment during the interview.

16. We find that, whatever the essential requirements for the job, which have not been shown to us, the claimant met these. The respondent did not mention any lack of experience in its response to the claim in explaining why the claimant was not employed. We do not find it credible that the respondent would not have mentioned this in the response if this was a material reason for not employing the claimant. Ms Johnson's witness statement provided a misleading narrative in suggesting, in paragraphs 8 and 19 in particular, that there was one position, and that KG was preferred as the better candidate. As we now know from e-mails disclosed late, KG had been offered and accepted employment before the respondent agreed to interview the claimant and there were already five people, including KG, who were due to start their training on Monday. Ms Johnson agreed in evidence that the respondent would potentially have employed the claimant in addition to those five.

17. We find it more likely than not that the claimant was offered the position in the interview. This was after Ms Johnson was aware that he had some visual impairment but before the extent of this and the support that he would require had been discussed.

18. It is agreed that there was a discussion about the claimant needing a support worker in addition to using various apps. Contrary to Ms Johnson's oral evidence, but consistent with her witness statement and the claimant's evidence, we find that the claimant told her about Access to Work. We prefer the claimant's evidence in finding that he told Ms Johnson that Access to Work would fund the support worker. He gave Ms Johnson contact details for Access to Work and encouraged Ms Johnson to speak to them for reassurance. Ms Johnson said she would contact them that day or the next. The parties agree that the claimant said he had someone in mind. We find that the claimant was agreeing he would be able to start on Monday. We find the claimant did not tell Ms Johnson that he could not start on Monday. From Ms Johnson's oral evidence, it appears she made an assumption, without checking, that it would not be possible to have the support worker in place for the claimant to be able to start on Monday.

19. The respondent has not satisfied us that the claimant mentioned an annual salary for the support worker. We accept the claimant's evidence that support workers are paid an hourly rate. If the respondent thought this was to cost £30,000 per annum, we think it more likely than not that they arrived at this conclusion after the interview.

20. We find that the claimant mentioned in interview that he had made a number of other applications for employment since being made redundant but had not had any offers of employment. The respondent has not satisfied us that the claimant has said he was taking other companies to an employment tribunal for disability discrimination. We have seen no evidence that the claimant has brought other claims.

21. On 9 February, after the claimant messaged Mollie on 8 February, Mollie rang him to tell him that he was not successful in obtaining employment with the respondent. We accept the claimant's evidence that Mollie told him that other candidates had been employed. We accept that the claimant was shocked and confused because he had understood he had been offered the job in the interview and they had agreed that he would start on Monday. We accept he believed that the job offer had been retracted because of what he had said about his disability and the adjustments he would need at work.

22. In the respondent's Grounds of Resistance, which were prepared by Ms Johnson, the respondent asserted that the claimant had not been offered employment. The reasons they gave for (on their version of events), not offering him employment were that the respondent understood that they would have to pay a support worker £30,000 per annum and were not in a position to pay this and that the claimant could not start immediately. There was no mention of the claimant not meeting the requirements for the job because of insufficient relevant experience. The respondent asserted in its response that the claimant had said he was taking other companies who had not offered him employment to a tribunal and 'it appears to be a regular thing Tokeer does'.

### **Submissions**

23. The claimant provided some written submissions which we read before hearing oral submissions. Mr Todd, on behalf of the respondent, made oral submissions only. The claimant then made some oral submissions in addition to his written submissions.

24. There were no disputes as to the meaning of the applicable law.

### **Law**

25. The law relating to this area is contained in the Equality Act 2010 (EQA). Section 13 sets out the provisions on direct discrimination. This provides:

"A person (A) discriminates against another (B) if, because of a protected characteristic, A treats B less favourably than A treats or would treat others".

26. Disability is one of the protected characteristics: section 9 EQA.

27. Section 15 EQA contains the provisions on discrimination arising from disability. This provides:

(1) A person (A) discriminates against a disabled person (B) if –

(a) A treats B unfavourably because of something arising in consequence of B's disability, and

(b) A cannot show that the treatment is a proportionate means of achieving a legitimate aim.

(2) Subsection (1) does not apply if A shows that A did not know, and could not reasonably have been expected to know, that B had the disability.

28. The 'something arising' must be a material factor in the unfavourable treatment but it does not have to be the only or main reason.

29. Section 39 of the Equality Act provides, amongst other things, that an employer must not discriminate against an employee by subjecting them to a detriment and discrimination includes direct and Section 15 discrimination.

30. The provisions on failure to make reasonable adjustments are contained in Section 20 of the Equality Act and also Schedule 8 to the Act. Schedule 8 imposes a duty on employers in relation to employees. One of the ways in which the duty to make reasonable adjustments may be triggered is where there is a failure to provide an auxiliary aid where the lack of such an aid would put the disabled person at a substantial disadvantage. Paragraph 20 of Schedule 8 provides that an employer is not subject to a duty to make reasonable adjustments if the employer does not know and could not reasonably be expected to know that the employee had the disability and was likely to be placed at the relevant disadvantage.

31. Section 136 EQA provides:

“(2) If there are facts from which the court could decide, in the absence of any other explanation, that a person (A) contravened the provision concerned, the court must hold that the contravention occurred.

(3) But subsection (2) does not apply if A shows that A did not contravene the provision.”

32. The Tribunal makes findings of fact having regard to the normal standard of proof in civil proceedings, which is on the balance of probabilities. A party must prove the facts on which they rely. The claimant must prove that he suffered the detriment alleged, not merely assert it. Once those relevant facts are established the Tribunal must apply Section 136 in deciding whether there is unlawful discrimination. The Tribunal must consider, at the first stage, all the evidence, from whatever source it has come, leaving aside the respondent's explanation for the treatment, in deciding whether the claimant has shown that there is a prima facie case of discrimination which needs to be answered.

## **Conclusions**

### Direct disability discrimination

33. We have found as a matter of fact that the respondent made and then retracted an offer of employment. We conclude that the claimant has not proved facts from which we could conclude that the retraction was less favourable treatment because of

disability. There are various matters which could potentially have led us to draw an inference of discrimination, for example the misleading account given in Ms Johnson's witness statement and inconsistencies between the response and later evidence. However, our finding that Ms Johnson knew that the claimant had a visual impairment before he was offered the job in the interview means that we cannot conclude that the retraction was because of disability per se. The job offer was retracted subsequently, after the adjustments the claimant would need for employment had been raised. This is more consistent with Section 15 discrimination than with direct disability discrimination. We conclude, therefore, that the complaint of direct discrimination is not well-founded.

Discrimination arising in consequence of disability: s.15 EQA

34. We conclude that there was unfavourable treatment, being the retraction of the job offer. As was accepted by the respondent, we conclude that the provision of support aids and a support worker to enable the claimant to do the job arose in consequence of his disability. The claimant has proved facts from which we could conclude that the retraction of the job offer was because of this something arising in consequence of disability. The claimant had been offered the job in the knowledge of a visual impairment but before the need for a support worker was known to the respondent. The offer was withdrawn after the need for support became known.

35. The respondent has not satisfied us that there was a non-discriminatory reason for the retraction of the job offer. They denied that any offer had been made. The something arising must be a material factor in the decision but does not have to be the only or main reason for the unfavourable treatment. In fact, the respondent's own Grounds of Resistance and Ms Johnson's oral evidence support that the need for a support worker was a material factor in the respondent's decision, on their case, not to offer employment. We found the job was offered but the offer then retracted.

36. We rejected the respondent's explanation that the claimant was not offered employment because of lack of relevant experience. The respondent appears, from the Grounds of Resistance and Ms Johnson's evidence to have been concerned that they would have to bear the cost of the support worker, although the claimant had informed them that the cost would be borne by Access to Work and the respondent did not check the position with Access to Work. Ms Johnson also appears to have made an assumption, without evidence, that it would not be possible to have the support worker in place for the claimant to start on Monday.

37. We conclude that there was unfavourable treatment because of something arising in consequence of disability. We next have to consider whether this unfavourable treatment was a proportionate means of achieving a legitimate aim. The respondent relies on needing someone to begin work straight away and the cost of the support worker being unreasonable.

38. We conclude that needing someone to start working straight away was a legitimate aim. Training had already been arranged for five people, excluding the claimant, to start on Monday. They would need the claimant to be able to start at the same time. The respondent had no evidence, however, that the claimant could not start on Monday and, indeed, he had said that he could. We conclude that retracting

the offer on the basis of an assumption that he could not start on Monday, without evidence to support this, is not a proportionate means of achieving a legitimate aim.

39. We understand the other aim to perhaps be better phrased as not incurring unreasonable costs of a support worker. We conclude that this could have been a legitimate aim if the respondent was to bear the cost of this themselves. However, the claimant had informed them that Access to Work would pay, and the respondent had not checked the position with Access to Work as had been suggested by the claimant. In these circumstances, we conclude that retracting employment was not a means of achieving a legitimate aim or alternatively was not a proportionate means of achieving a legitimate aim.

40. We conclude for these reasons that the complaint of Section 15 discrimination is well-founded.

#### Failure to make reasonable adjustments

41. In relation to the complaint of failure to make reasonable adjustments, we conclude that the duty had not yet arisen because employment had not started; the claimant was not put at a disadvantage by lack of the auxiliary aids. We conclude, therefore, that this complaint is not well-founded.

#### **Remedy**

42. We went on to consider remedy for the Section 15 complaint which we had upheld. The unfavourable treatment was the retraction of the job offer.

43. The claimant does not seek any financial loss. He seeks only compensation for injury to feelings plus interest. The claimant seeks £11,700. The respondent has suggested £2,500 as a more appropriate figure, submitting that any injury was towards the lower end of the Vento lowest band.

44. We accepted that the retraction of the job offer made the claimant feel humiliated and rejected. We find that it led him to question his self-worth and, for a period, made him question whether he would be accepted again in the mainstream job market as a disabled person. It affected his trust in employers and his confidence. The claimant did, however, secure other work within a short period. His ability to work and to seek other work was not therefore significantly affected by the respondent's act of discrimination.

45. We conclude, in these circumstances, that £5,000 is an appropriate award for injury to feelings, given the extent of the injury to feelings suffered by the claimant as a result of the act of discrimination.

46. Interest is to be awarded at 8% on the period from the date of the act of discrimination until today. The interest calculation is as follows. The date of the act of discrimination is 9 February 2024, when the information was conveyed to the claimant that the offer was not being proceeded with. The calculation date is 14 August 2025. The period between and including those two dates is a period of 79 weeks. The calculation of interest is therefore as follows:



$\frac{8}{100} \times \frac{79}{52} \times £5,000 = £607.69$ . We round this up to £608.

Approved by:

**Employment Judge Slater**

Date: 16 October 2025

REASONS SENT TO THE PARTIES ON

27 November 2025

FOR THE TRIBUNAL OFFICE

## **ANNEX**

### **The Issues**

**(as set out in the Record of the Preliminary hearing held on 7 October 2024).**

#### **1. Disability [conceded at start of final hearing]**

- 1.1 Did the Claimant have a disability as defined in section 6 of the Equality Act 2010 at the time of the events the claim is about? The Tribunal will decide:
  - 1.1.1 Did they have a physical impairment: retinitis pigmentosa and glaucoma resulting in severe visual impairment?
  - 1.1.2 Did it have a substantial adverse effect on their ability to carry out day-to-day activities?
  - 1.1.3 If not, did the Claimant have medical treatment, including medication, or take other measures to treat or correct the impairment?
  - 1.1.4 Would the impairment have had a substantial adverse effect on their ability to carry out day-to-day activities without the treatment or other measures?

1.1.5 Were the effects of the impairment long-term? The Tribunal will decide:

1.1.5.1 did they last at least 12 months, or were they likely to last at least 12 months?

1.1.5.2 if not, were they likely to recur?

**2. Direct disability discrimination (Equality Act 2010 section 13)**

2.1 Did the Respondent do the following things:

2.1.1 Retract an offer of employment made to the Claimant on 7 February 2024 or decide not to make an offer of employment to the Claimant?

2.2 Was that less favourable treatment?

The Tribunal will decide whether the Claimant was treated worse than someone else was treated. There must be no material difference between their circumstances and the Claimant's. The Claimant has not named any actual comparator. If there was nobody in the same circumstances as the Claimant, the Tribunal will decide whether she was treated worse than someone else would have been treated.

2.3 If so, was it because of his disability?

**3. Discrimination arising from disability (Equality Act 2010 section 15)**

3.1 Did the Respondent treat the Claimant unfavourably by:

3.1.1 Retracting an offer of employment made to the Claimant on 7 February 2024 or deciding not to make an offer of employment to the Claimant?

3.2 Did the following things arise in consequence of the Claimant's disability:

3.2.1 The need for the provision of support aids and a support worker to enable the Claimant to do the job?

3.3 Was the unfavourable treatment because of any of those things?

3.3.1 Was the treatment a proportionate means of achieving a legitimate aim? The Respondent says that it needed someone to begin working straightaway and the cost of the support worker was unreasonable.

3.4 The Tribunal will decide in particular:

- 3.4.1 was the treatment an appropriate and reasonably necessary way to achieve a legitimate aim;
  - 3.4.2 could something less discriminatory have been done instead;
  - 3.4.3 how should the needs of the Claimant and the Respondent be balanced?
- 3.5 Did the Respondent know or could it reasonably have been expected to know that the Claimant had the disability? From what date? **[The respondent conceded at the start of the final hearing that it had such actual or constructive knowledge at relevant times]**

4. **Reasonable Adjustments (Equality Act 2010 sections 20 & 21)**

- 4.1 Did the Respondent know or could it reasonably have been expected to know that the Claimant had the disability? From what date? **[The respondent conceded at the start of the final hearing that it had such actual or constructive knowledge at relevant times]**
- 4.2 Did the lack of an auxiliary aid, namely software, screens and/or a support worker, put the Claimant at a substantial disadvantage compared to someone without the Claimant's disability, in that he needed the aids to fulfil his role?
- 4.3 Did the Respondent know or could it reasonably have been expected to know that the Claimant was likely to be placed at the disadvantage?
- 4.4 What steps could have been taken to avoid the disadvantage? The Claimant suggests:
  - 4.4.1 The Respondent should have liaised with the Access to Work service to obtain information about the services and funding and then provided the aids required.
- 4.5 Was it reasonable for the Respondent to have to take those steps?
- 4.6 Did the Respondent fail to take those steps?

5. **Remedy for discrimination [At the final hearing, the claimant said he was claiming only compensation for injury to feelings plus interest]**

- 5.1 Should the Tribunal make a recommendation that the Respondent take steps to reduce any adverse effect on the Claimant? What should it recommend?
- 5.2 What financial losses has the discrimination caused the Claimant?

- 5.3 Has the Claimant taken reasonable steps to replace lost earnings, for example by looking for another job?
- 5.4 If not, for what period of loss should the claimant be compensated?
- 5.5 What injury to feelings has the discrimination caused the Claimant and how much compensation should be awarded for that?
- 5.6 Has the discrimination caused the Claimant personal injury and how much compensation should be awarded for that?
- 5.7 Should interest be awarded? How much?