EMPLOYMENT TRIBUNALS

Claimant	**AND**	**Respondent**
Ms Bahar Khorram		Capgemini UK Plc

Heard at: In public, hybrid **On:** 29 October 2025
(in chambers 30 October 2025)

Before: Employment Judge Adkin
Members: Mr I Allwright
Ms L Jones

Appearances

For the Claimant: in person
For the Respondent: Ms H Gardiner, of Counsel

JUDGMENT

1. In relation to the successful complaint of failure to make reasonable adjustments pursuant to s.20 and s.21 of the Equality Act 2010 the Respondent shall pay the Claimant the follow sums:

   1.1. **£10,000** for injury to feeling;

   1.2. Interest on injury to feeling calculated at 8% from 10 December 2023 to 5 December 2025 (726 days) of **£1,591.23**;

   1.3. Loss of income (salary and benefits excluding pension) for the period 3 February 2024 to 5 March 2024 (a period representing an extension of the probationary period to 9 months), calculated at 32 days giving **a gross figure of £11,422.13 from which the Respondent should deduct income tax and national insurance before paying the Claimant,** providing detail of the calculation to the Claimant;

   1.4. Loss of pension **£640** (no deduction to be made);

1.5. Interest on loss of income calculated at 8% on an estimated £7,500 net loss from the mid-point of 3 February 2024 and 5 December 2025, (335 days) of **£550.68**.

2. There will be no uplift of the award under s207(A) TULR(C)A 1992.

REASONS

Evidence

3. The Tribunal retained the evidence from the liability hearing and received the following further documentation: an agreed remedy bundle of 547 pages and witness statements from the Claimant and from the Respondent's witnesses:

   3.1. Mr Steve Baldwin;

   3.2. Ms Robyn Wright.

4. Mr Baldwin gave evidence and was cross examined by the Claimant. Ms Wright's statement was not challenged by the Claimant and we took this statement as read.

Hearing

5. This was a public, hybrid hearing at which Respondent's counsel Miss Gardiner and Ms Wright (and some observers) joined remotely. The Tribunal, Claimant and Mr Baldwin were in the Tribunal hearing room.

6. The arrangements for the hearing had been agreed to accommodate counsel's childcare arrangements in half term, made at a time when both sides were represented by counsel.

Issues

7. We identified with the at the outset of the hearing the following issues:

   7.1. What is the level of the Injury to feeling award?

   7.2. As to financial loss, what would have happened had reasonable adjustments been made?

      7.2.1. R says that C would have failed her probation irrespective.

      7.2.2. C says her employment would have continued. If so for how long?

7.2.3. Alternatively is there a percentage chance, employment would have continued and if so for how long?

7.3. Mitigation – has the Claimant made reasonable attempts to find alternative work?

Submissions

8. We had the benefit of an opening note and closing note (submitted after the close of the hearing) from the Claimant on remedy and each side made 15 minutes closing oral submissions.

9. We also had the benefit of an exchange of emails between the parties, by agreement, in an attempt to narrow issues in relation to the arithmetic of calculating net pay.

Findings of Fact

10. Our reasons for liability contain detailed findings of fact which we rely upon but have not repeated.

11. Miss Gardiner provided us with a helpful chronology relevant to remedy in her opening note, which we do not need to repeat here.

12. The following matters are substantially contained within the liability reasons, but are repeated here in summary form for ease of reference.

Workplace needs assessment

13. On 7 November 2023 Robyn Wright, HR Engagement Manager, sent the workplace needs assessment to the Claimant.

14. On 10 November 2023 Ms Wright, met with the Claimant to discuss the Workplace Assessment report. She documented that in a follow up email. We found that knowledge of substantial disadvantage dated from this date. The Respondent had knowledge of disability dating back to September 2023.

15. On 13 November 2023 the Claimant sent a detailed email to both Mr Baldwin and Ms Wright following on from the review of the OH report.

Sick leave

16. The Claimant took two weeks' of sick leave in November and then took a week off on annual leave into early December.

17. On 24 November 2023 the Claimant and Ms Wright had a telephone call which covered a variety of topics, as confirmed by a follow-up email.

Probation extension

18. On 27 November 2023 the Claimant's probation was extended to 19 January 2024 i.e. some six weeks after it had been due to expire in early December 2023.

19. The Claimant had a further conversation with Ms Wright on 29 November 2023.

Probation Review Meeting

20. A further probation review took place on 8 December 2023.

Probation Review Meeting

21. There was a further probation review meeting on 21 December 2023.

Further extension of probation & change of line management

22. On 8 January 2024 the Claimant's probation was further extended to the end of January 2024.

23. Mr Neil Davis took over as her probation manager, notwithstanding her earlier concern that she did not want to report to Mr Davis.

Single ADHD counselling session

24. On 9 January 2024 the Claimant attended one ADHD counselling session which had been arranged for her following the recommendation of the workplace needs assessment.

25. The remainder of the six sessions were then cancelled before the Claimant had undergone them.

Probation Review Meeting

26. On 10 January 2024 there was a further probation review meeting.

Rearranged presentation

27. On 16 January 2024 the Claimant made a rearranged presentation.

Further presentation 23 January 2024

28. On 23 January 2024 the Claimant made another presentation.

Final probation review & grievance

29. On 29 January 2024, the Claimant was invited to a probation review meeting on 31 January.

30. On the following day 30 January 2024, the Claimant raised a "formal grievance".

Probation review outcome

31. The probation review meeting took place in the Claimant's absence on 31 January 2024.

32. A follow-up letter dated 2 February 2024 from Neil Davis (by now the Claimant's line manager) confirmed that her employment would be terminated with immediate effect, with a payment in lieu of notice.

Grievance & grievance appeal outcome

33. The Claimant's grievance was dealt with by Amit Ghosh, Vice President, who provided an outcome letter dated 26 March 2024 in which he rejected the various points raised in the grievance in an outcome letter which contained a little over four pages of close type.

34. The Claimant was given a right to appeal the grievance outcome, which she exercised.

35. An outcome to the grievance appeal, 9 pages of close type, was provided on 12 July 2024 by Simon Derbyshire, Vice President.

36. The Tribunal found that both the grievance and appeal were not merely superficial. There had been an investigation which genuinely grappled with the matters raised by the Claimant.

Law

37. **Abbey National Ltd v Chagger** [2010] ICR 397 CA in assessing compensation for discriminatory dismissal, it is necessary to ask what would have occurred had there been no unlawful discrimination. If there were a chance that dismissal would have occurred in any event, even had there been no discrimination, then in the normal way that must be factored into the calculation of loss (paragraph 57).

38. "Loss of a chance" - a Tribunal may award loss of income as part of a compensatory award on a percentage basis where a "real and substantial" chance has been lost (per Singh J in **Timothy James Consulting Ltd v Wilton** UKEAT/0082/14/DXA applying **AlliedMaples Group Ltd v Simmons and Simmons** 1995 1 WLR 1602, CA).

CONCLUSIONS

REASONABLE ADJUSTMENTS

KNOWLEDGE

39. We find that the Respondent was aware of the disability from 8 September 2023.

40. The PCPs of requiring multitasking and requiring deadlines to be observed were both established, and found to cause the Claimant a substantial disadvantage.

41. The alleged PCP of lack of clarity was not established.

42. We have considered below the reasonable adjustments which the Tribunal accepts were established and the time by which we would have expected those adjustments to be made i.e., looked at another way, the date on which that duty was breached.

TIMING

Adjustment (b) Setting achievable and realistic tasks to prevent overwhelming workloads

43. The Tribunal found that our liability decision contained an error on this point that the date of knowledge in relation to this allegation was **10 November 2023** not 10 December 2023. This was the date that Ms Wright, HR Engagement Manager, met with the Claimant to discuss the Workplace Assessment report. There was no material event on 10 December.

44. By that date the Respondent had knowledge of disability and also the disadvantage that was being caused to the Claimant by the multitasking and the deadlines.

45. We find that this adjustment could have been made straightaway.

46. In breach of that duty to make adjustments, on **8 December 2023** a new element added was added to the Claimant's probationary objectives. This was the first discriminatory act.

47. The Claimant raised that new objectives unachievable at probation review meeting on **21 December 2023**.

48. We find that had this adjustment been made, there would have been no additional objectives made on 8 & 21 December 2023. These additional objectives placed unnecessary pressure on the Claimant. Had this adjustment been made and no additional objectives given to the Claimant she would have made better progress with existing objectives.

Adjustment (d) Neuro diversity awareness training (3 hour webinar) for colleagues to enhance their understanding of neuro diversity.

Adjustment (e) ADHD awareness training (1 hour online webinar) for up to 15 attendees to better understand ADHD and its impact on the work place.

49. It is convenient to deal with both of these adjustments together.

50. These adjustments were recommended in the report dated 27 October 2023. This report was forwarded on 7 November 2023 and discussed in a meeting on 10 November 2023.

51. We accepted the unchallenged written evidence of Ms Wright in the remedy hearing that there would have been a significant lead time in putting these

recommendations into practice. This would have required gaining budget approval, instructing the provider that this training was required and then coordinating with the team members to receive the training.

52. We find that taking a realistic view of this it would have taken until the **second week of January 2024** i.e. after the December festive period and New Year to put this into effect. That represented the date of the breach of duty.

53. In her evidence in the remedy hearing the Claimant suggested that she would have or could have cut short annual leave/sick leave to facilitate the recommendations of the occupational health report. There is no evidence that the Claimant made that clear to the Respondent at the time. Robyn Wright was available for the Claimant to speak to, and there was regular contact throughout November. We note that the Claimant was suffering from anxiety throughout this period and her evidence in the remedy "she wanted to stay away from the toxic environment and did not want to interact with the team."

54. We have revisited the witness statement of Robin Wright from the liability hearing. It is clear that her perspective she was making regular contact with the Claimant and it was difficult to progress matters when the Claimant was suffering from anxiety. Looking at the overall timeline, it is frustrating that such little progress was made during November, but Robin Wright was hampered in her ability to make progress while the Claimant was on sick leave.

Adjustment (f) Six x 2 hour workplace coaching sessions focussed on ADHD improving time management and coping strategies. The Claimant's case is only one session was provided, after which a manager did not approve the remainder.

55. The failure in relation to this adjustment was **16 January 2024**. That was the date that the second session did not occur.

Adjustment (g) Coaching sessions with a line manager to enhance communication and collaboration.

56. These coaching sessions were something that the Claimant positively indicated in her email of 13 November 2023 that she wanted to carry out with her manager Steve Baldwin, as she communicated in an email sent both to him and Robyn Wright in HR.

57. This was never implemented.

58. For similar reasons to adjustments (d) and (e) above we find that it would have taken until the **second week of January 2024** for this these coaching sessions to put into effect. That represented the date of the breach of duty.

Effect of implementation of reasonable adjustments

Delay

59. We find that, given the practical problems getting the adjustments up and running, and a delay which is largely not the fault of either party, but a product of the

Claimant being on sick leave, annual leave and Christmas and the practicalities of engaging external providers and arranging team member's diaries, most of these adjustments would only have been able to take effect by the **second week of January 2024**.

Extension of probationary period

60. We find on the balance of probabilities that the Claimant would have participated and, acting fairly, in order to give these various adjustments the chance to bed in, a short further extension to the probation period would have been likely.

61. It would certainly make no sense to dismiss on at the end of January 2024, only 2-3 weeks after these adjustments have been made. We note that the probation policy allows for an extension up to 3 months. In the circumstances in which the adjustments were made so late, we find that the full three-month extension to the probation period would have been granted.

62. The Claimant's employment commenced on 5 June 2023. We find that she would have been given the maximum three month extension to her probation period i.e. nine months to **5 March 2024**.

Passing probation (loss of a chance)

63. In the liability decision, we found that the dismissal was not itself discriminatory and accordingly we consider that this is not a classic **Chagger** type of case.

64. We have considered as best we can what would have happened had the relevant reasonable adjustments been made, and evaluated the opportunity to pass probation as a loss of a chance. Was there a "**real and substantial**" chance of the Claimant passing probation following the adjustments?

65. We find had the adjustments been made for the Claimant as outlined above, no additional objectives would have been set in December 2023 and some supportive measures implemented in January 2024. On the balance of probabilities we found that the probation period would be extended just over a month to the maximum 9 month period to allow these to bed in as described above.

66. The next question we have considered is the likelihood that the Claimant would have passed her probation with those adjustments in place and with a further extension of the probation period.

67. We have considered the content of the letter of dismissal, including the history of the four original objectives not being completed and the whole history of the employment relationship. There are good reasons to believe that the Claimant would not have passed her probation even with significant support and extension of time and the adjustments we have found ought to have been made.

68. There were problems from the beginning. The role the Claimant was performing was not the role she originally applied for. She wanted to change manager very early on. She did not get on with Steve Baldwin at all as was evident from contemporaneous documentation. She wanted to report to Mr Bradbury.

69. There was a slow start to the Claimant's probation objectives being set. That was not her fault. She did not receive much management support early on. There was a significant amount of remote working which meant that the Claimant did not have the amount of supervision that she might otherwise have had. Each of these factors were unhelpful and made the Claimant's task of completing the probation objectives more difficult. These circumstances were not however related the failure to make adjustments and this was at a time before her disability was known about.

70. There was a mismatch of communication styles. During the cross examination of Mr Baldwin during the remedy hearing the Claimant pointed out that he spoke very fast and commented that was an issue for her during her employment. Mr Baldwin's agreed that there was an issue with communication between the two of them, but his view was that the problem was more fundamental. His evidence about co-coaching was:

> "co-coaching may have helped communication. In terms of technical and competency that wasn't being demonstrated because the objectives and success criteria were not being met"

71. We find that Mr Baldwin genuinely believed that the Claimant was simply not meeting the objectives set for her. That is consistent with the contemporaneous documentation throughout the probation process. It is evident that Mr Davis the dismissing manager came to the same conclusion.

72. We accept the Respondent's submission that the Claimant's role was considered a senior, well paid role and it was not considered appropriate to "baby step" her. There was an expectation of a significant amount of individual learning and development. The Claimant's managers felt that this was not occurring.

73. The Claimant's first presentation due on 5 September 2023 was completely abortive and unfortunately she did not take up Mr Baldwin's suggestion to use the time agreed and follow-up if need be. Rather she cancelled it outright. It seems that simply did not understand the nature of the exercise (a concise, high level overview) or at least the way that the Respondent wanted it done.

74. A couple of weeks later on 19 September 2023 when the presentation given there were some negative messages about the Claimant's performance. This generally negative feedback continued in the main in response later presentations, although some positive points were noted. There was never a point during probation where it looked as if the Claimant was close to satisfying the Respondent's expectations.

75. Assuming that the Respondent had made the adjustments necessary following on from the occupational health report, these would substantially have come into effect in December and January. This was close to the end of the probation period, even with a further extension. This would have had some prospect of ameliorating the disadvantage suffered by the Claimant. It had some prospect of improving communication and relieving the pressure of the further objectives on her. Looking at the matter globally however, taking account of all of the circumstances and the employment history, we did not find that there was "real and substantial" chance of the Claimant passing probation even with those adjustments.

76. In the circumstances we do not find that we should make an award for loss of a chance of passing probation.

Injury to feeling award

77. We have considered the seventh addendum to the **Presidential Guidance** for a claim presented after 1 April 2024 which gives the following guidance:

> In respect of claims presented on or after 6 April 2024, the "**Vento** bands" shall be as follows: a lower band of £1,200 to £11,700 (less serious cases); a middle band of £11,700 to £35,200 (cases that do not merit an award in the upper band); and an upper band of £35,200 to £58,700 (the most serious cases), with the most exceptional cases capable of exceeding £58,700.

78. In the original Schedule of Loss prepared for the hearing on liability dated 4 November 2024, the Claimant put compensation for injury to feeling at £20,000. In an updated Schedule of Loss dated 31 October 2025 for the remedy hearing, the Claimant suggests a mid-high band award of £50,000.

79. The Respondent's counter-schedule of loss puts the injury to feeling award at £10,000.

80. The discrimination in this case relates to a specific period from 8 December 2023 to the dismissal by letter of 2 February 2024. The Tribunal has focussed on the effect of the discrimination as distinct from the stress of the probation period generally. It is clear that by 8 December the Claimant was already suffering from mixed anxiety and depression. Medication had been increased on 16 November. She took two weeks off sick. Sadly therefore she was quite unwell before the 8 December decision to include further objectives.

81. We remind ourselves that the dismissal itself was not discriminatory, although we find that had adjustments been made the likely knock on effect was the probation would have been extended.

82. As to the impact on the Claimant, we have the content of her witness statement for the remedy hearing:

> "• Significant Physical Manifestations: I suffered severe and debilitating physical symptoms of anxiety and stress, including chest pain, shaking, and muscular tension, which escalated to **a peak in October–November 2023**. This is documented in my psychotherapist's reports, which confirm my engagement in regular therapy from September 2023 until my dismissal to manage this crisis (remedy bundle pages 54–55, 46-47). Most notably, I experienced a dramatic and unhealthy weight loss of 7 kg, a stark indicator of the extreme physical toll this period took on me.
>
> • Medical Intervention and Potent Medication: My condition necessitated intensive medical intervention. My psychiatrist prescribed heavy-duty, acute-use medications including Diazepam to

> manage my symptoms and enable basic functioning. My reliance on such powerful medication underscores the severity of my anxiety.
>
> • Certified Incapacity for Work: The situation became so unmanageable that my Consultant Psychiatrist formally recommended I take two weeks of sick leave. The Tribunal's judgment confirms that I "took two weeks' of sick leave" (Judgment, para 105), a period of complete inability to cope that was directly caused by the work situation.
>
> • Sustained Period of Suffering: This was not a short-lived episode. My medical records show a continuous period of intensive treatment from September 2023 through to my dismissal in January 2024, evidencing four months of sustained psychological distress directly attributable to the Respondent's actions.
>
> [emphasis added]

83. We accept the Claimant's evidence that she suffered from a four month period of sustained psychological distress, including significant weight loss. This *peaked* in October-November 2023, i.e. before the discriminatory failure to make reasonable adjustments. The award for injury to feeling therefore does not compensate the Claimant for this extremely unpleasant period.

84. The impact of the discriminatory conduct fell in a little less than two month from 8 December to 2 February 2024. It did not initiate the Claimant's ill health during this period. She was already ill and her symptoms had already peaked. The Claimant in her witness statement wrote "The Respondent's conduct was an active source of ongoing harm that aggravated my initial injury" and "I suffered a documented health crisis, which was exacerbated by the Respondent's knowledge of my plight and their failure to act, and this injury has been prolonged over a significant period."

85. These are probably closer to submissions rather than evidence, but in general terms we accept these submissions. The discriminatory conduct we find did *exacerbate* and *prolong* the Claimant's ill health.

86. As to the Vento guidelines, our finding was that this case fell toward the **upper end of the lower band**.

87. As to the level of the award, taking account of another point of reference, although this has not been brought as a personal injury, appellate guidance suggests the Judicial College guidelines for personal injury can be a reference point to assessing injury to feeling, although it is not precisely the same exercise.

88. This short period of less than 2 months would certainly fall right at the lower end of the guidelines for Psychiatric Damage Generally 4(A):

> (c) Moderate £7,150 to £23,270
>
> While there may have been the sort of problems associated with factors (i) to (iv) above there will have been marked improvement by trial and the prognosis will be good.

Cases of work-related stress may fall within this category if symptoms are not prolonged.

89. Typically awards in this category would reflect a longer period of injury, which is why we find that the lower end of this category is the appropriate reference point.

Conclusion on injury to feeling award

90. This is not case as sometimes occurs in which an employer has pitched the figure unrealistically low in a counter-schedule.

91. Taking all of the above into consideration and in particular the short duration and the fact that the Claimant was already unwell leads us to the conclusion that **£10,000** is the appropriate award.

92. No deduction for tax should be made to this award.

ACAS uplift

Last minute amendment

93. We note the Respondent's objection to the Claimant's request for an uplift under ACAS having been raised at the last minute. It is correct to say that this part of the claim was not in the original schedule of loss, nor was this dealt with at the liability hearing. The uplift appeared for the first time in the updated schedule prepared shortly before the remedy hearing.

94. We have decided we are able to deal with this on the substantive merits.

Verbal complaints not part of process

95. In respect of the matters that the Claimant complains of in November and December, i.e. matters relating to things that she raised with Robin Wright verbally, these are not part of a written grievance that would engage the ACAS code.

Thorough process

96. Looking at the grievance process, which began with the written grievance sent on the day before the final probation review meeting, i.e. very much at the last minute before consideration of termination.

97. We do not find that the grievance and grievance appeal processes were superficial. There was a thorough investigation of the points raised by the Claimant. Indeed during the liability hearing reference was made in cross examination to the conclusions of the grievance officer, with which the Claimant accepted.

Delay

98. We have looked carefully at the timescale. The timeline for the grievance and grievance appeal is set out above. There was some delay but not in our assessment an unreasonable delay in this case which was not straightforward to investigate. This was not a simple factual dispute but required an examination of

some quite complex objectives, requiring a degree of investigation and interpretation.

99. We have concluded that in the circumstances of this case and bearing in mind the amount of detail that is contained in the outcome documents that there is not an unreasonable delay such that we ought to make an uplift under the ACAS provisions.

ACAS breach conclusion

100. We did not conclude that there was a breach of the ACAS code for dealing with grievances.

Assessment financial loss

Quantum

101. The compensatory award in this case is loss of income for the period 3 February 2024 to 5 March 2024 (a period representing an extension of the probationary period to 9 months). This is not a payment on termination and accordingly tax and national insurance is due in the usual way since this represents earnings.

102. Given that this is a relatively small sum of slightly over one month's earnings, the Tribunal proposes to order the **gross sum for pay and benefits** subject to deductions to be applied by the Respondent rather than carry out a complicated grossing up calculation.

103. Regarding pension contribution, we have worked on the basis that a lost employer pension contribution of £1,000 per month represents £600 net loss for a higher rate tax payer. This has been calculated net rather than gross because the Tribunal is not going to order that a payment is made to a pension, but rather that the Claimant is compensated for her net loss. It is not envisaged that tax will need to be deducted from this figure.

104. The calculation is as follows:

104.1. Monthly pay and benefits (exc. pension) - the calculation based on the pay slip of 31 January 2024 is base monthly pay of £10,000 plus benefits of £708.25 making a monthly total of £10,708.25.

104.2. Pay and benefits at 32 days instead of 30 days: £10,708.25 x (32/30) = **£11,422.13**. Employer to deduct tax and national insurance from this gross figure pay and benefits.

104.3. Pension of £1,000 per month represents £600 net loss for a higher rate tax payer. At 32 days instead of 30 days: £600 x (32/30) = **£640**. Net figure requiring no deduction.

Interest

105. Interest on injury to feeling is provided per the calculation in the judgment above.

106. Interest on the compensatory award is calculated on a rough and ready basis. The Tribunal does not have a precise net loss figure given that the employer will calculate deductions. Using a broad brush £7,500 figure for net loss overall, calculated at 8% from the mid-point of 3 February 2024 and 5 December 2025, (335 days) gives £7,500 x 8% x (335/365) = **£550.68**.

107. No deduction for tax should be deducted from interest.

Mitigation of loss

108. We found that the Claimant's period of financial loss was limited to 32 days for reasons give above.

109. In the alternative, had we been required to deal with mitigation of loss, we would have expected the Claimant to find a role at an equivalent level of salary 24 months from the date of termination. We heard evidence that she has made relatively few job applications to date and formed the impression that she was awaiting the outcome of this litigation before she began her job search in earnest.

Employment Judge Adkin

5 December 2025

Sent to the parties on:

10 December 2025

……..

For the Tribunal:

……..