



# EMPLOYMENT TRIBUNALS

**Claimant:** Miss Gina Robinson

**Respondent:** Mr Thavarasa Sujanthan

**Heard at:** Cambridge

**On:** 16 December 2025

**Before:** Employment Judge MJ Smith

## REPRESENTATION:

**For the Claimant:** In person

**For the Respondent:** No attendance, having notified the Tribunal in advance

# RESERVED JUDGMENT

1. The claimant was an employee of the respondent at the relevant time. The claim will therefore proceed.
2. The claimant's claim for unfair dismissal is well-founded.
3. The claimant's claim for redundancy is not well founded and is dismissed.
4. The claimant's claim for notice pay is well-founded.
5. The claimant's claim for holiday pay is not well-founded and is dismissed.
6. The claimant's claim for failure to provide a statement of employment particulars is well-founded.
7. The claimant is awarded £886.14 for unfair dismissal.
8. The claimant is awarded £390.75 for notice pay.

9. The claimant is awarded £260.50 for failure to provide a statement of employment particulars.

## **REASONS**

### **Introduction**

10. This is a claim for unfair dismissal under section 230 of the Employment Rights Act 1996 in that she was dismissed in breach of Regulation 7 of the TUPE Regulations.
11. This is a claim for redundancy on the basis that the claimant was dismissed for a reason in section 139 of the Employment Rights Act 1996.
12. This is a claim for notice pay, within the meaning of section 86 of the ERA 1996, holiday pay, within the meaning of regulation 13 of the Working Time Regulations 1998, and failing to provide a statement of particulars. The basis for the claim is that the claimant's employment transferred to the respondent who failed to provide a statement of employment particulars and dismissed the claimant without notice and did not pay notice pay or accrued holiday pay.
13. The respondent is the owner of Wrentham Stores which is a convenience store located in Wrentham. The claimant states that she was employed as a shop assistant by Radhi UK Ltd (operated by Amrish and Meera Patel), who owned Wrentham Stores, from 1 August 2020 until she was dismissed without notice on 25 February 2024 by the respondent. The claimant contacted early conciliation via ACAS on 1 March 2024 and the ACAS Certificate was issued on 18 March 2024. On 26 March 2024 the claimant presented her claim form. There was a period of clarification regarding the claimant's employment with Radhi UK Ltd after which the claim form was accepted and sent to the respondent on or around 15 November 2024.
14. The case appeared for preliminary hearing at Norwich on 29 September 2025 to determine whether the respondent's ET3 response form had been presented within the time limit. Employment Judge Hunt concluded that it had been presented within the time limit and the response was accepted. The case proceeded to case management and the final hearing date was set.
15. The case appeared before the tribunal for a on 16 December 2025 at Cambridge for a final hearing. The claimant's date of birth is 3 July 1970 and at the date of the hearing the claimant was 55 years old.

### **Preliminary Matters**

16. The respondent did not attend the final hearing. The notice of final hearing was sent to both parties by order on 22 October 2025. The respondent had sent a

letter on 30 October 2025 requesting that the final hearing proceed in their absence. The tribunal proceeded in the absence of the respondent in accordance with rule 47 of the Employment Tribunal Procedure Rules 2024.

## **Law**

18. Section 230 of the Employment Rights Act 1996 provides:

230.— Employees, workers etc.

(1) In this Act “employee” means an individual who has entered into or works under (or, where the employment has ceased, worked under) a contract of employment.

(2) In this Act “contract of employment” means a contract of service or apprenticeship, whether express or implied, and (if it is express) whether oral or in writing.

(3) In this Act “worker” (except in the phrases “shop worker” and “betting worker”) means an individual who has entered into or works under (or, where the employment has ceased, worked under)—

(a) a contract of employment, or

(b) any other contract, whether express or implied and (if it is express) whether oral or in writing, whereby the individual undertakes to do or perform personally any work or services for another party to the contract whose status is not by virtue of the contract that of a client or customer of any profession or business undertaking carried on by the individual;

and any reference to a worker's contract shall be construed accordingly.

(4) In this Act “employer”, in relation to an employee or a worker, means the person by whom the employee or worker is (or, where the employment has ceased, was) employed.

(5) In this Act “employment” —

(a) in relation to an employee, means (except for the purposes of section 171) employment under a contract of employment, and

(b) in relation to a worker, means employment under his contract;

and “employed” shall be construed accordingly.

(6) This section has effect subject to [sections 43K, 47B(3) and 49B(10)]<sup>2</sup>; and for the purposes of Part XIII so far as relating to Part IVA or section 47B, “worker” , “worker's contract” and, in relation to a worker, “employer” ,

“employment” and “employed” have the extended meaning given by section 43K.

(7) This section has effect subject to section 75K(3) and (5).

17. Regulations 2, 3, 4 and 7 of the Transfer of Undertakings (Protection of Employment) Regulations 2006 provide:

**2.— Interpretation**

(1) In these Regulations—

“assigned” means assigned other than on a temporary basis;

“collective agreement” , “collective bargaining” and “trade union” have the same meanings respectively as in the 1992 Act;

“contract of employment” means any agreement between an employee and his employer determining the terms and conditions of his employment;

references to “contractor” in regulation 3 shall include a sub-contractor;

“employee” means any individual who works for another person whether under a contract of service or apprenticeship or otherwise but does not include anyone who provides services under a contract for services and references to a person's employer shall be construed accordingly;

“insolvency practitioner” has the meaning given to the expression by Part XIII of the Insolvency Act 1986;

references to “organised grouping of employees” shall include a single employee;

“recognised” has the meaning given to the expression by section 178(3) of the 1992 Act;

“relevant transfer” means a transfer or a service provision change to which these Regulations apply in accordance with regulation 3 and “transferor” and “transferee” shall be construed accordingly and in the case of a service provision change falling within regulation 3(1)(b), “the transferor” means the person who carried out the activities prior to the service provision change and “the transferee” means the person who carries out the activities as a result of the service provision change;

“the 1992 Act” means the Trade Union and Labour Relations (Consolidation) Act 1992;

“the 1996 Act” means the Employment Rights Act 1996;

“the 1996 Tribunals Act” means the Employment Tribunals Act 1996;

“the 1981 Regulations” means the Transfer of Undertakings (Protection of Employment) Regulations 1981.

### **3.— A relevant transfer**

(1) These Regulations apply to—

(a) a transfer of an undertaking, business or part of an undertaking or business situated immediately before the transfer in the United Kingdom to another person where there is a transfer of an economic entity which retains its identity;

### **4.— Effect of relevant transfer on contracts of employment**

(1) Except where objection is made under paragraph (7), a relevant transfer shall not operate so as to terminate the contract of employment of any person employed by the transferor and assigned to the organised grouping of resources or employees that is subject to the relevant transfer, which would otherwise be terminated by the transfer, but any such contract shall have effect after the transfer as if originally made between the person so employed and the transferee.

(2) Without prejudice to paragraph (1), but subject to paragraph (6), and regulations 8 and 15(9), on the completion of a relevant transfer—

(a) all the transferor's rights, powers, duties and liabilities under or in connection with any such contract shall be transferred by virtue of this regulation to the transferee; and

(b) any act or omission before the transfer is completed, of or in relation to the transferor in respect of that contract or a person assigned to that organised grouping of resources or employees, shall be deemed to have been an act or omission of or in relation to the transferee.

(3) Any reference in paragraph (1) to a person employed by the transferor and assigned to the organised grouping of resources or employees that is subject to a relevant transfer, is a reference to a person so employed immediately before the transfer, or who would have been so employed if he had not been dismissed in the circumstances described in regulation 7(1), including, where the transfer is effected by a series of two or more transactions, a person so employed and assigned or who would have been so employed and assigned immediately before any of those transactions.

(4) Subject to regulation 9, any purported variation of a contract of employment that is, or will be, transferred by paragraph (1), is void if the sole or principal reason for the variation is the transfer.

(5) Paragraph (4) does not prevent a variation of the contract of employment if—

(a) the sole or principal reason for the variation is an economic, technical, or organisational reason entailing changes in the workforce, provided that the employer and employee agree that variation; or

(b) the terms of that contract permit the employer to make such a variation.

(5A) In paragraph (5), the expression “changes in the workforce” includes a change to the place where employees are employed by the employer to carry on the business of the employer or to carry out work of a particular kind for the employer (and the reference to such a place has the same meaning as in section 139 of the 1996 Act<sup>2</sup>).

(5B) Paragraph (4) does not apply in respect of a variation of the contract of employment in so far as it varies a term or condition incorporated from a collective agreement, provided that—

(a) the variation of the contract takes effect on a date more than one year after the date of the transfer; and

(b) following that variation, the rights and obligations in the employee's contract, when considered together, are no less favourable to the employee than those which applied immediately before the variation.

(5C) Paragraphs (5) and (5B) do not affect any rule of law as to whether a contract of employment is effectively varied.

(6) Paragraph (2) shall not transfer or otherwise affect the liability of any person to be prosecuted for, convicted of and sentenced for any offence.

(7) Paragraphs (1) and (2) shall not operate to transfer the contract of employment and the rights, powers, duties and liabilities under or in connection with it of an employee who informs the transferor or the transferee that he objects to becoming employed by the transferee.

(8) Subject to paragraphs (9) and (11), where an employee so objects, the relevant transfer shall operate so as to terminate his contract of employment with the transferor but he shall not be treated, for any purpose, as having been dismissed by the transferor.

(9) Subject to regulation 9, where a relevant transfer involves or would involve a substantial change in working conditions to the material detriment of a person whose contract of employment is or would be transferred under paragraph (1), such an employee may treat the contract of employment as having been terminated, and the employee shall be treated for any purpose as having been dismissed by the employer.

(10) No damages shall be payable by an employer as a result of a dismissal falling within paragraph (9) in respect of any failure by the employer to pay wages to an employee in respect of a notice period which the employee has failed to work.

(11) Paragraphs (1), (7), (8) and (9) are without prejudice to any right of an employee arising apart from these Regulations to terminate his contract of employment without notice in acceptance of a repudiatory breach of contract by his employer.

## **7.— Dismissal of employee because of relevant transfer**

(1) Where either before or after a relevant transfer, any employee of the transferor or transferee is dismissed, that employee is to be treated for the purposes of Part 10 of the 1996 Act<sup>3</sup> (unfair dismissal) as unfairly dismissed if the sole or principal reason for the dismissal is the transfer.

(2) This paragraph applies where the sole or principal reason for the dismissal is an economic, technical or organisational reason entailing changes in the workforce of either the transferor or the transferee before or after a relevant transfer.

(3) Where paragraph (2) applies—

(a) paragraph (1) does not apply;

(b) without prejudice to the application of section 98(4)<sup>4</sup> of the 1996 Act (test of fair dismissal), for the purposes of sections 98(1) and 135 of that Act (reason for dismissal)—

(i) the dismissal is regarded as having been for redundancy where section 98(2)(c) of that Act applies; or

(ii) in any other case, the dismissal is regarded as having been for a substantial reason of a kind such as to justify the dismissal of an employee holding the position which that employee held.

(3A) In paragraph (2), the expression “*changes in the workforce*” includes a change to the place where employees are employed by the employer to carry on the business of the employer or to carry out work of a particular kind for the employer (and the reference to such a place has the same meaning as in section 139 of the 1996 Act).

(4) The provisions of this regulation apply irrespective of whether the employee in question is assigned to the organised grouping of resources or employees that is, or will be, transferred.

(5) Paragraph (1) shall not apply in relation to the dismissal of any employee which was required by reason of the application of section 5 of the Aliens Restriction (Amendment) Act 1919<sup>5</sup> to his employment.

(6) Paragraph (1) shall not apply in relation to a dismissal of an employee if the application of section 94 of the 1996 Act to the dismissal of the employee is excluded by or under any provision of the 1996 Act, the 1996 Tribunals Act or the 1992 Act.

18. Section 108 of the Employment Rights Act 1996 provides:

108.— Qualifying period of employment.

(1) Section 94 does not apply to the dismissal of an employee unless he has been continuously employed for a period of not less than [two years]<sup>1</sup> ending with the effective date of termination.

(2) If an employee is dismissed by reason of any such requirement or recommendation as is referred to in section 64(2), subsection (1) has effect in relation to that dismissal as if for the words “ [two years]<sup>1</sup> ” there were substituted the words “one month”.

19. Section 98 of the Employment Rights Act 1996 provides:

98.— General.

(1) In determining for the purposes of this Part whether the dismissal of an employee is fair or unfair, it is for the employer to show—

(a) the reason (or, if more than one, the principal reason) for the dismissal, and

(b) that it is either a reason falling within subsection (2) or some other substantial reason of a kind such as to justify the dismissal of an employee holding the position which the employee held.

(2) A reason falls within this subsection if it—...

(c) is that the employee was redundant...

20. Regulation 13 of the Working Time Regulations 1998 provides:

13.— Entitlement to annual leave

(A1) This regulation applies to—

(a) a worker in respect of any leave years beginning before 1st April 2024, and

(b) a worker to whom regulation 15B does not apply in respect of any leave years beginning on or after 1st April 2024.

(1) Subject to paragraph (5), a worker is entitled to four weeks' annual leave in each leave year.

(3) A worker's leave year, for the purposes of this regulation, begins—

(a) on such date during the calendar year as may be provided for in a relevant



agreement;...

(5) Where the date on which a worker's employment begins is later than the date on which (by virtue of a relevant agreement) his first leave year begins, the leave to which he is entitled in that leave year is a proportion of the period applicable under [paragraph (1)]<sup>5</sup> equal to the proportion of that leave year remaining on the date on which his employment begins...

(9) Leave to which a worker is entitled under this regulation may be taken in instalments, but—

(a) [[subject to the exceptions in paragraphs (14), (15) and (17)]<sup>9</sup> , ]<sup>8</sup>it may only be taken in the leave year in respect of which it is due, and

(b) it may not be replaced by a payment in lieu except where the worker's employment is terminated.

### **The evidence before me**

21. I was provided with a bundle for the final hearing. The claimant gave evidence before the tribunal. Having heard the evidence I made the following findings of fact.

### **My findings of fact**

22. The claimant was employed as a Shop Assistant by Radhi UK Ltd and commenced her employment on 1 August 2020. There was no written contract of employment but there was an oral agreement between the claimant and Ms Meera Patel in relation to the claimant's working days and hours. The claimant was initially employed to work fourteen hours per week. The claimant worked on Thursdays and Fridays for seven hours each day. The claimant also worked overtime when required to do so and was working on Thursdays, Fridays, Saturdays and Sundays each week towards the end of Radhi UK Ltd's ownership of Wrentham Stores.

23. Radhi UK Ltd sold Wrentham Stores to the respondent on Wednesday 19 February 2024. The claimant worked Thursday 20 February and Friday 21 February of that week but was dismissed on Tuesday 25 February 2024 via text message from the respondent. No employment particulars were provided to the claimant by the respondent who asserted in written evidence that this was because no employment relationship existed between them.

### **Employment Status**

#### Employment Status with Radhi UK Ltd

24. The claimant provided a letter from Mr Amrish Patel setting out the start date of her employment with Radhi UK Ltd. This letter gave the start date as 1 August 2020. In section 230 ERA an employee is someone who has entered in or works under a contract of

employment (s230(1)). This contract means a contract of service whether express or implied and whether oral or in writing (s230(2)).

25. The Tribunal found that the claimant had entered into an oral contract with Radhi UK Ltd for the supply of her services as a shop assistant. The claimant was an employee for the purposes of section 230. The Tribunal found that this employment commenced on 1 August 2020 and was ongoing until February 2024.

26. The respondent asserted in written evidence that the claimant's employment, if it existed, had not transferred under the TUPE Regulations such that the respondent had no employment obligations towards the claimant.

### Relevant transfer

27. The parties agreed that Wrentham Stores was sold by Radhi UK Ltd to the respondent and this sale completed on 19 February 2024. In Regulation 3 TUPE Regulations the transfer must be a relevant transfer. The transfer was of a business in the United Kingdom to another person and that business retained its identity. The shop has retained its identity and the claimant worked at the shop under the ownership of the respondent on 20 and 21 February 2024. The Tribunal found that the transfer of ownership from Radhi UK Ltd to the respondent was a relevant transfer.

### Employment status with respondent

28. Regulation 4 TUPE Regulations provides that the effect of a relevant transfer is not to terminate the contract of employment of any person employed by the transferor and assigned to the organised grouping of employees that is subject to the relevant transfer which would otherwise be terminated by the transfer (reg 4(1)). The claimant was the only employee at Radhi UK Ltd and, as such, the Tribunal found that she was assigned to the organised grouping of employees subject to the transfer.

29. Regulation 4(1) further sets out that any such contract shall have effect after the transfer as if originally made between the person so employed and the transferee. As the transferee, the respondent has to give effect to the oral contract of employment between the claimant and Radhi UK Ltd as if the respondent was the original employer. The Tribunal found that the claimant's employment had transferred under TUPE to the respondent.

30. Regulation 4(2) sets out that on completion of the transfer all the transferor's (Radhi UK Ltd) rights, powers, duties and liabilities under or in connection with the contract were transferred to the transferee (respondent). The respondent's defence to this is that there was no employment relationship and no agreement with Radhi UK Ltd for the claimant's employment to transfer to the respondent. Mr Amrish Patel's letter of 9 July 2024 gave

evidence of the fact that the respondent agreed to retain the claimant after the sale of Wrentham Stores and they reviewed the claimant's working hours, days of work and pay details. The TUPE Regulations are clear that any existing employee who is assigned to the ordinary grouping of employees upon transfer retains any rights they had under the transferor and that the transferee becomes responsible for those rights. The Tribunal found that the respondent had shown no reason to displace Regulation 4 TUPE Regulations and was the employer of the claimant from 19 February 2024.

**Incorrect respondent**

31. The respondent raised the issue of his being incorrectly named as the respondent in these proceedings. This issue was raised for the first time on 30 October 2025 after the date of the preliminary hearing. The respondent never raised this as an issue in his ET3 response form or at the preliminary hearing on 29 September 2025. The evidence in the bundle shows Mr Sujanthan listed at Companies House but no corresponding listing for Mrs Ratthika Camalin Michael t/a Wrentham Stores. The respondent provided no evidence of Mrs Michael being the owner of Wrentham Stores. The claimant gave evidence that all communications had taken place with the respondent, indeed the exhibits provided by the respondent namely the messages relating to the claimant's work hours have the name 'tsujanthan@hotmail.co.uk' recorded as being the sender. This contradicts the witness statement of Mrs Michael where she states that she was the one in communication with the claimant. The Tribunal found that Mr Sujanthan is the correct respondent.

**Unfair Dismissal**

32. Having found that the claimant was employed by Radhi UK Ltd from 1 August 2020 and that there was a relevant transfer and that the claimant was a part of the grouping of employees that forms part of the transfer, the Tribunal found that the claimant therefore had more than two years' qualifying service in order to bring a claim for unfair dismissal. The Tribunal found that the claimant could bring a claim in unfair dismissal against the respondent in accordance with section 108 ERA.

**What was the reason or principal reason for the claimant's dismissal?**

33. The parties agree that the claimant worked for the respondent for two days before being dismissed. The claimant was informed of her dismissal by text message on or around 21 February 2024. The exhibits in the bundle corroborate the claimant's version of events that she was expecting to work her usual hours and was seeking to confirm that. The response from the respondent asked her to work on Monday 26 February instead of her usual weekend days. The claimant's evidence is that when she asked to discuss hours and days of work she was informed that she was dismissed.

34. The respondent's written evidence is that as there was no employment relationship there

was no obligation towards the claimant. The respondent also argued in written submissions that the claimant's part time, casual role did not meet the threshold for two years of continuous service.

35. Under section 108 there is no requirement for the continuous service to be with the same employer. From 1 August 2020 to the effective date of termination namely 25 February 2024, the claimant had been continuously employed first by Radhi UK Ltd until 19 February 2024 and then by the Respondent until 25 February 2024. This is more than two years' continuous service.
36. Under Regulation 7 TUPE Regulations where the employee of the transferor or transferee is dismissed before or after a relevant transfer then they will be unfairly dismissed if the sole or principal reason for the dismissal is the transfer. The evidence from both parties is that in the first week of ownership the claimant worked for the respondent. However, once that week ended, the respondent stopped the claimant from working and dismissed her. The respondent in his written submissions references that he is entitled to determine his staffing requirements based on operational needs and that he was under no obligation to retain the claimant as she had an employment relationship with the previous owner not the respondent. No evidence was provided in relation to operational need or what had changed such that the claimant's services were no longer required. The Tribunal found that the principal reason for the dismissal was the transfer which is an automatically unfair dismissal within the meaning of Regulation 7.

### **Redundancy**

37. As the reason has been determined to be the transfer, there is no issue of redundancy arising.

### **Notice Pay**

38. The claimant was dismissed without notice and is entitled to statutory notice pay because there was no written or oral contract setting out terms of notice period or notice pay.

### **Holiday Pay**

39. The claimant was not entitled to statutory holiday pay because she was unable to detail what leave had or had not been taken during the previous employment year.

### **Statement of Employment Particulars**

40. The respondent accepted in written submissions that no employment particulars were provided to the claimant but asserted that this was because no employment relationship

existed such that particulars ought to be provided. The Tribunal having found that the claimant's employment transferred to the respondent also found that the respondent should have provided a statement of employment particulars to the claimant.

## **Remedy**

### **Unfair Dismissal**

41. The claimant wanted compensation only and did not wish to be reinstated or reengaged. At the time of her dismissal the claimant was earning £521 per month gross which is £130.25 per week gross. The claimant is entitled to a basic award.
42. The claimant is entitled to 1.5 weeks gross pay for each year of employment which is £195.38. The claimant was employed for 3 years and the amount to be paid is £586.14.
43. The claimant is awarded £300 for loss of her statutory rights as a result of the dismissal as it will take her two years to accrue the right not to be unfairly dismissed. The total payable in respect of the unfair dismissal is £886.14.
44. The claimant is not awarded a compensatory award because she was able to find a better paying job very shortly after her dismissal. There was no evidence of any financial losses suffered by the claimant which may give rise to a compensatory award.
45. The claimant is not awarded an amount for loss of her pension rights as she was not in receipt of a pension during the course of her employment.
46. The Recoupment Regulations do not apply.

### **Notice Pay**

47. The claimant is entitled to statutory notice pay which is 1 week for each full year of employment. This amounts to 3 weeks for 3 full years of employment. The amount to be paid is £390.75. This figure has been calculated using gross pay to reflect the likelihood that the claimant will be taxed upon it as Post Employment Notice Pay.

### **Holiday Pay**

48. There is no entitlement to be paid holiday pay.

### **Statement of Employment Particulars**

49. The claimant is entitled to the minimum award of two weeks' pay under section 38 of the Employment Act 2002. The amount to be paid is £260.50.

50. It would not be just and equitable to award four weeks' pay as the claimant was able to find employment within a relatively short period of time and was not significantly disadvantaged.

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**Recording and Transcription:**

Please note that if a Tribunal hearing has been recorded you may request a transcript of the recording, for which a charge may be payable. If a transcript is produced it will not include any oral judgment or reasons given at the hearing. The transcript will not be checked, approved or verified by a judge. There is more information in the joint Presidential Practice Direction on the Recording and Transcription of Hearings, and accompanying Guidance, which can be found here:

[www.judiciary.uk/guidance-and-resources/employment-rules-and-legislation-practice-directions/](https://www.judiciary.uk/guidance-and-resources/employment-rules-and-legislation-practice-directions/)

**Approved by  
Employment Judge MJ Smith  
5 January 2026**

Judgment sent to the parties on:

9 January 2026

For the Tribunal:

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**Notes**

All judgments (apart from judgments under Rule 51) and any written reasons for the judgments are published, in full, online at <https://www.gov.uk/employment-tribunal-decisions> shortly after a copy has been sent to the claimants and respondents.

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transcript is produced it will not include any oral judgment or reasons given at the hearing. The transcript will not be checked, approved or verified by a judge. There is more information in the joint Presidential Practice Direction on the Recording and Transcription of Hearings and accompanying Guidance, which can be found here:

[www.judiciary.uk/guidance-and-resources/employment-rules-and-legislation-practice-directions/](http://www.judiciary.uk/guidance-and-resources/employment-rules-and-legislation-practice-directions/)