



EMPLOYMENT TRIBUNALS

Claimant

Respondent

Mr F Sheikh

v

Royal Mail Group Limited

Heard at: Norwich

On: 8 August 2025

Before: Employment Judge M Warren

Appearances:

For the Claimant: In person

For the Respondent: Mr L Millington, Solicitor

JUDGMENT on Interim Relief having been sent to the parties on 21 August 2025 and written reasons having been requested in accordance with Rule 60(4) of the Employment Tribunal Rules of Procedure 2013, the following reasons are provided:

REASONS on a JUDGMENT for INTERIM RELIEF

Background

1. Mr Sheikh worked for Royal Mail, latterly as a Customer Operations Manager at the Uxbridge Delivery Office. He had been employed since 6 December 1999. The effective date of termination of his employment was 16 June 2025. There was Early Conciliation between 20 April and 1 June 2024 and he issued these proceedings on 23 June 2025, in time in relation to the date for dismissal. His claims are of ordinary unfair dismissal and automatic unfair dismissal and detriment for having made a protected disclosure. Today's hearing is because in his claim form, he applied for Interim Relief on the basis that he says that he was dismissed because he had made protected disclosures.

Papers before me today

2. For today's hearing, I had a number of documents from Mr Sheikh which included three sets of indexes, an email and a zip file relating to an Anna Walsh and two witness statements, one in relation to his whistle blowing which ran to 24 pages and the other in relation to his unfair dismissal,

which ran to 107 pages. Not all of those pages in those statements were part of his written statement, he had included documents that he wanted to refer to.

3. From the Respondent I had a short set of written submissions and a Bundle which ran to 72 pages.

The Hearing

4. The process which I followed today was that I met the parties at 10 o'clock. I explained to Mr Sheikh what was involved in an Interim Relief hearing, explaining that it was very much a summary process and that his focus needed to be on establishing whether he was likely to succeed in showing that firstly, he had made protected disclosures and then secondly, that the principal reason for his dismissal was those disclosures.
5. I then broke for about 50 minutes to complete my reading. We resumed at about 11 o'clock. I heard submissions from Mr Sheikh followed by submissions from Mr Millington. I then allowed Mr Sheikh to respond, before I then broke to consider my decision.

The Law

6. I shall give a brief summary of the law to put everything in context and I shall try and keep it as much as possible in layman's terms.
7. The right to Interim Relief is at Section 128 of the Employment Rights Act 1996.
8. An Interim Relief Order is an order that the employer reinstates the dismissed employee pending the outcome of the claim for unfair dismissal, or otherwise continues to pay the employee in accordance with the contract pending the outcome of the unfair dismissal case. That is the relief Mr Sheikh seeks.
9. A claimant is entitled to Interim Relief in a whistle blowing case if they are likely to succeed in their case. Another way of putting that, from a case called Taplin v Shippam Limited is that there is a pretty good chance of success. That bar is actually set quite high, deliberately high because of course it is quite an onerous order to make against an employer, because if the application is successful, the employer has to carry on paying the employee and there is no way of getting that money back if the employee ultimately loses.
10. It is an odd quirk of this case that if Mr Sheikh were to succeed in his application, he would still be on statutory sick pay.
11. Assessing an Interim Relief application involves, as I explained to Mr Sheikh at the outset, an expeditious summary assessment of how the case appears on the material available. I have to do the best that I can on what is untested evidence put forward by each side. There is insufficient time to conduct any kind of detailed scrutiny of the case, unlike what would happen at a Final Hearing.

12. In a case of whistle blowing Interim Relief, what you have to establish is firstly that you made protected disclosures. That means that you have to have disclosed to your employer information tending to show,(in this case) a breach or likely breach of a legal obligation, that you reasonably believed in and that you believed to be in the public interest. Then, that you are likely to be able to show to a tribunal that the reason you were dismissed was because of that disclosure.

Consideration and Conclusions

13. I stress that we focus on Mr Sheikh's pleaded case, that is the documents that he filed when he started the case: the ET1 and the document he attached with it. I am not making findings of fact. Nothing I say now is a finding in any way, it is just a consideration by me summarily of the case and what the arguments appear to be.

14. I look particularly first of all at the protected disclosures relied upon. I have numbered them 1, 2 and 3 with sub-paragraphs.

15. **1. The Traffic Commissioner**

15.1. He states that he disclosed to Kristen Hubbard on 7 October 2023 and then; to a number of members of management in an email that he sent out on 22 February 2024, that an individual holding an Operator Licence was not in the post delivering that role.

15.2. Mr Sheikh says that was a breach of Section 17(3)(b) of the Goods Vehicles (Licensing of Operators) Act 1995. Operators must inform the Traffic Commissioner of any material change within 28 days in relation to an Operator's Licence.

15.3. It seemed to me in this regard that Mr Shiekh is likely to have made a protected disclosure. He has disclosed information to his employer that tends to show or that he reasonably believed likely tended to show, a breach of that legal obligation. It would likely be found to be reasonable for him to believe that that is in the public interest; the public would be interested to know Royal Mail was operating its vehicles without an Operator's Licence in that particular location. I think he is likely to succeed on that and it certainly will be subject to detailed analysis by the Tribunal.

15.4. I mention in passing, I do not think the disclosure to the Traffic Commissioner itself would be a protected disclosure, because I do not think that is a post that appears on the list of proscribed organisations to which disclosures outside the employer can be made. That is neither here nor there for today's purposes.

16. **2. Avtar Sinha**

16.1. Mr Sheikh says Mr Sinah had vision night blindness. He was an HGV Driver. He says he made this disclosure by an email to a number of people on 22 February 2024. The disclosure he says he made was in summary, that this person had night blindness but he had been allowed to continue driving when it was not safe for him to do so. He says that no

arrangements were put in place to give Mr Sinha reasonable adjustments so that he could continue in his role safely.

16.2. That too seems to me likely a protected disclosure. He has given information to the employer; he says the legal obligation potentially broken is Health and Safety legislation by letting somebody with a visual impairment drive and also breach of the Equality Act 2010 obligation to make reasonable adjustments for somebody who is disabled. If all of that were true, it would be reasonable to say that is something that would be in the public interest.

17. **3. Three people were given voluntary redundancy rather than managed out of the business through ill health retirement**

17.1. He says that he disclosed to Jessica Smith on 10 November 2022; and to Kristen Hubbard on 21 March 2024 that those three people in summary, had long term health issues and they were allowed to take voluntary redundancy when they should not have been. He says that is a breach of a legal obligation because it is a breach of the Respondent's policies. I have to say, as I indicated during the hearing, a breach of Human Resources management policies is not a breach of a legal obligation and indeed, the policy quotation that Mr Sheikh had provided, referred to there being a matter of discretion in these things. It therefore looks like it was discretionary and not a legal obligation. I think Mr Sheikh is unlikely to establish that he had reasonable grounds for believing that what he disclosed tended to show a breach of a legal obligation.

18. There are then, two disclosures which I think Mr Sheikh might establish at trial. The question then would be whether they were the reason or principal reason for his dismissal on 16 June 2025. That is some 20 months after the alleged disclosures in October 2023 and 14 months after the alleged disclosures in February 2024.

19. Mr Sheikh was dismissed by a Daniel Jones, who was the Southampton Plant Manager, a separate geographical location from the Claimant's place of work and his managers, at Uxbridge. Mr Sheikh had been absent from work with severe depression since May 2023 and he did not return. Mr Jones dismissed him three years later. The dismissal letter is in the Bundle at page 63 and the grounds of dismissal are said to be capability.

20. In his dismissal letter, Mr Jones referred to having invited Mr Sheikh to a formal meeting at the end of a process and that he had not heard anything from Mr Sheikh. He had allowed him a period of five weeks to respond, but had not heard anything from him. That was said to be the background for Mr Jones finally reaching his decision that employment should be terminated. He attached to his letter a document setting out the history and rationale. It might be useful just to read out some excerpts from that document, or to summarise some of its contents:

20.1. Mr Sheikh's absence began in May 2022;

20.2. The reason for Mr Sheikh's absence was stress;

20.3. There had been a grievance about Mr Sheikh himself not receiving

voluntary redundancy;

- 20.4. Mr Sheikh had been referred on three occasions to Occupational Health;
 - 20.5. Mr Jones notes an OH report from 28 October 2024 in which he quoted the advisor as saying, *“Mr Sheikh would like to be considered for redeployment to an alternative role which would reduce potential triggers for his anxiety”*;
 - 20.6. Mr Jones records several meetings with various Absence Managers over the three years;
 - 20.7. Mr Jones further quotes from an Occupational Health Report in which Mr Sheikh expresses his concerns about coming across certain managers whose names are given;
 - 20.8. Recommendations are made that if possible, he be found alternative roles away from those individuals;
 - 20.9. Mr Jones sets out that having regard to those recommendations, what they call a “scoping exercise” was undertaken to try and find vacant roles;
 - 20.10. On 25 February 2025 Mr Sheikh was sent the outcome of that scoping exercise;
 - 20.11. Mr Jones records Mr Sheikh as expressing an interest in two particular roles: that of Data Product Owner and of Cyber Engineering Manager, which were specialist roles requiring specific qualifications. Notwithstanding that, Mr Sheikh had been encouraged to apply for them;
 - 20.12. Mr Jones also records Mr Sheikh was offered his allocated role of Collections Customer Operations Manager in other locations, which were declined by him because they were within a 45 minute commute of his home location, which he said meant that he would still be likely to come across the managers he did not want to see again;
 - 20.13. Mr Jones records a discussion with Mr Sheikh on 14 March in which Mr Sheikh had declined all other options of other employment that had been put forward to him; and
 - 20.14. Mr Jones says that he then explained the next step in the process would be a formal meeting and he says that Mr Sheikh’s attitude towards him then completely changed and he refused to engage with him further.
21. It has to be said that the three year period of absence alone is enough to make it very difficult to think it likely that a tribunal would conclude that the reason for Mr Sheikh’s dismissal was protected disclosures made some 14 months earlier. I am not saying that Mr Sheikh cannot or that he will not, it is that just now, I cannot say that it is likely that he will.

22. Mr Jones produced for today a witness statement, but of course he did not give evidence. It is signed and dated by him on 30 July 2025 and gives an indication of what he might say at trial. He says he was unaware of Mr Sheikh making any protected disclosures and says that he took over managing his absence on 12 June 2024, prior to that he had not had any interactions with him.
23. At trial that evidence might not be credible. A Tribunal might not believe Mr Jones, but at this stage I cannot say in the face of the background and what is written there, that it is likely that a Tribunal will find that evidence not credible.
24. Mr Sheikh says that Mr Jones' mind had been poisoned or influenced by others. At this stage I have no basis upon which I can say that he is likely to succeed in that argument. He might, but I cannot say that is a more likely explanation than is the explanation that he had been absent from the business for three years through ill health.
25. It is unlikely that if the Respondent were motivated by and ill disposed towards Mr Sheikh because of his disclosures, they would have put up with him being absent from work for three years, rather than to have taken the opportunity of dismissing him for his capability absence much sooner.
26. It seems that the Respondent tried to persuade Mr Sheik to go back to work. I understand that the job vacancies provided as a result of the scoping exercise was something like 177 vacancies and the two that Mr Sheikh applied for, on the face of the evidence at page 61 of the bundle, seemed to be fairly hopeless from Mr Sheikh's point of view.
27. All in all I cannot say that it is likely that Mr Sheik will succeed in his complaint that he was unfairly dismissed because of his protected disclosure.
28. Therefore, on that basis the Interim Relief application must fail.

Application for Reconsideration

29. At the same time as asking for Written Reasons, Mr Sheik also applied for a reconsideration of my decision not to grant interim relief.
30. Rules 68 to 71 of the Employment Tribunal's Rules of Procedure 2024 provide for the possibility of a Judgment being reconsidered by an employment judge when it is in the interests of justice to do so.
31. The, "interests of justice" means that there must be something about the case that makes it necessary to go back and reconsider, for example a new piece of evidence that could not have been produced at the original hearing, a mistake as to the law, a decision made in a parties absence. It is not the purpose of the reconsideration provisions to give an unsuccessful party an opportunity to reargue his or her case. If there has been a hearing at which both parties have been in attendance, where both parties have had their opportunity to present their evidence and their arguments before a decision was reached and at which no error of law was made, then the interests of justice are that there should be finality in

litigation. An unsuccessful litigant in such circumstances, without something more, is not permitted to simply reargue his or her case, to have, “a second bite at the cherry”, (per Phillips J in Flint v Eastern Electricity board [1975] IRLR 277). See Outasight VB Ltd v Brown UKEAT/0253/14.

32. I emphasise again the summary nature of a reconsideration application. Mr Sheike’s request for reconsideration merely seeks to reargue his application. There is no reasonable prospect of my Judgment being varied or revoked and therefore, the application for reconsideration is refused.

Approved by:

Employment Judge M Warren

Date: 13 October 2025

Sent to the parties on

14 January 2026

For the Tribunal office

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