



# EMPLOYMENT TRIBUNALS

**Heard at:** London South

**On:** 12 January 2026

**Claimant:** Mr N L Fonseca Carretas

**Respondent:** Easyshipping Ltd

**Before:** Employment Judge Ramsden

**Representation:**

**Claimant** Non-attending

**Respondent** Mrs S Kokularamanan (Director) and Mr H Sonaimuthu (Employee)

**Interpreter:** Mrs A Barbosa da Silva

## JUDGMENT WITH WRITTEN REASONS

### Procedural background

1. The Claimant presented a Claim Form to the Tribunal on 18 October 2024, bringing complaints that:
  - a) He was owed a redundancy payment;
  - b) He was owed holiday pay; and
  - c) He was owed unpaid wages.
2. The Respondent's Response (presented in time) denied each of these allegations.
3. A hearing to determine the Claim was held before EJ Sudra on 12 March 2025. EJ Sudra converted that hearing to be a Preliminary Hearing for Case Management, noting that the Claimant had not provided the Respondent or the Tribunal with any documents in support of his Claim, despite written Orders to do

so. EJ Sudra noted that the Claimant's first language was not English, and so relisted the Final Hearing, making clear Orders for various preparatory steps to be taken by the Parties for the relisted hearing. A Portuguese interpreter was in attendance and assisted the Claimant and the Tribunal understand each other, and EJ Sudra was satisfied that the Claimant fully understood what he needed to do in order for his Claim to be ready to be heard. EJ Sudra also discussed the Claim and described it, listing the issues between the Parties. That Claim was described by him as being for unpaid wages only (i.e., no complaint of unpaid holiday pay or for a redundancy payment was pursued). EJ Sudra did not issue a judgment dismissing any part of the Claim upon its withdrawal.

4. The relisted Final Hearing was due to take place on 8 September 2025, again before EJ Sudra. For some reason, the Respondent did not attend that hearing. Again, EJ Sudra relisted the hearing – for today's date. In the 8 September 2025 hearing, EJ Sudra observed that "*No postponement of the [8 September 2025] hearing will be granted unless there are exceptional circumstances*" (paragraph 4 of his Orders). He noted that the Parties had each previously sent to each other all supporting documents and evidence they believed relevant to the Claim. EJ Sudra Ordered (among other things):
  - a) That the Respondent was to prepare a Bundle for the Final Hearing and send an electronic copy of that Bundle to the Claimant by no later than 22 September 2025 (paragraph 18);
  - b) Each Party was to write to the Tribunal to confirm their readiness for the Final Hearing, or if not, to explain why not, by 1 December 2025 (paragraph 25);
  - c) An interpreter had been made available for that hearing; and
  - d) The Claimant confirmed that his sole complaint was for unpaid wages, as set out in EJ Sudra's Orders of 12 March 2025.
5. Neither Party wrote to the Tribunal by 1 December 2025 to confirm their readiness for this hearing, despite the above Order.
6. The Tribunal wrote to the Parties on 4 December 2025 to check they were ready for this hearing.
7. The Claimant wrote to the Tribunal on 11 December 2025, informing the Tribunal that he would not attend this hearing as he would be in Portugal undergoing cancer treatment.
8. EJ Sudra wrote to the Claimant on 5 January 2026, interpreting the Claimant's email of 11 December 2025 as an application to postpone this hearing, and refusing that application on the basis that the Claimant had failed to provide medical evidence of his appointment (such as a hospital letter notifying him that he had an appointment on today's date). The Claimant did not write further.

9. Rule 47 of the Employment Tribunal procedure Rules 2024 (the **ET Rules**) provides that:

*“If a party fails to attend or to be represented at a hearing, the Tribunal may dismiss the claim or proceed with the hearing in the absence of that party. Before doing so, it must consider any information which is available to it, after any enquiries that may be practicable, about the reasons for the party’s absence.”*

10. Here, the information that appeared to the Employment Judge to be relevant is that:

- a) This is the third hearing at which this Claim was due to be finally determined, and on each occasion Tribunal resources have been used, including the public expense of a Portuguese interpreter;
- b) The Claim is simple at heart – whether the Claimant is owed compensation for unpaid wages;
- c) The Claimant knew for some considerable time about today’s hearing;
- d) Even if the Claimant had not appreciated when he wrote to the Tribunal on 11 December 2025 that he would need to provide evidence to support an application for postponement, he knew upon receipt of EJ Sudra’s letter on 5 January 2026, a week before this hearing; and
- e) The Claimant confirmed in the previous hearing that all documentary evidence relied upon by either Party had been provided by them to each other, and the Respondent confirmed in this hearing that all those documents were included in the Bundle it provided to the Tribunal on the evening of 10 January 2026 (some 3.5 months later than the deadline for doing so stipulated by EJ Sudra).

11. The Respondent attended this hearing, and was ready to proceed.

12. In light of the above, in particular, that the documentary evidence relied upon by the Claimant was before the Tribunal, and the fact that the Employment Judge did not consider it to be in the interests of justice to postpone this hearing to a fourth hearing, the Employment Judge determined to proceed with the hearing.

### **Factual background**

13. The Parties agree that the Claimant worked for the Respondent as an HGV Driver.

14. The Claimant says that his employment began on 20 September 2020 and continued until 17 September 2024. The Respondent says that the Claimant was initially engaged by it on 20 September 2020 on a self-employed basis, that he only became an employee in October 2021, and that he left the Respondent’s employment in October 2023, only rejoining the Respondent’s organisation as an employee in March 2024.

15. The Claimant's complaint centres around hours that he says he worked and for which he was not paid, which he values at £3,889.
16. The Respondent says that it paid the Claimant for all hours he worked.

### **The hearing**

#### Interpreter

17. Mrs Barbosa da Silva attended the hearing to act as an interpreter between the Claimant and the Tribunal and the Respondent. As the Claimant did not attend, she was released at the outset of the hearing.

#### Adjustments

18. No adjustments were sought by anyone attending.

#### Representation

19. The Respondent was represented in the hearing by Mrs Kokularaman and Mr Sonaimuthu. The Claimant did not attend. The Tribunal Clerk telephoned the Claimant at the time scheduled for the beginning of the hearing, but there was no answer.

#### Compliance with Case Management Orders

20. The Respondent had prepared an electronic bundle for the Tribunal running to 83 pages (albeit later than Ordered).
21. Neither Party had prepared a witness statement, although it seems that the Respondent had misunderstood what was meant by a witness statement, and had instead collated the documentary evidence relied upon by each party as that party's "witness statement" in the Bundle for the Tribunal.
22. The Respondent confirmed that the documents in the "Claimant witness statement" section of the Bundle were all the documents the Claimant had sent to it in support of his Claim.

#### Witness evidence

23. The Tribunal heard evidence from:
  - a) Mr Sonaimuthu; and
  - b) Mrs Kokularaman.

### **Law**

24. Section 13 of the 1996 Act provides:

*"(1) An employer shall not make a deduction from wages of a worker employed by him unless—*

(a) *the deduction is required or authorised to be made by virtue of a statutory provision or a relevant provision of the worker's contract; or*

(b) *the worker has previously signified in writing his agreement or consent to the making of the deduction...*

(3) *Where the total amount of wages paid on any occasion by an employer to a worker employed by him is less than the total amount of the wages **properly payable** by him to the worker on that occasion (after deductions), the amount of the deficiency shall be treated for the purposes of this Part as a deduction made by the employer from the worker's wages on that occasion"* (emphasis added).

25. Section 27 of the 1996 Act defines wages as "any sums payable to the worker in connection with his employment", and that includes, in subsection (a), "any fee, bonus, commission, holiday pay or other emolument referable to his employment, whether payable under his contract or otherwise".
26. The words "properly payable" in section 13(3) mean there must be some legal entitlement to the sum in question (*New Century Cleaning Co Ltd v Church* [2000] IRLR 27).

### **Application to the complaints here**

27. In oral evidence, the Respondent witnesses explained that the arrangement between the Respondent and the Claimant was that the Claimant would send his hours of work on a daily basis, and then a month-end basis, and the Respondent would check that those numbers tallied with its records. Most of a driver's hours would be recorded by the vehicle tracking system, albeit that some additional hours worked would be spent in the loading/unloading in the storage unit, but it was the driver's responsibility to tell the Respondent what those hours were.
28. The Respondent witnesses took some time explaining to the Employment Judge how they had checked the Claimant's WhatsApp messages about his hours worked against their records of payments made to him, and they could not understand why the Claimant said he worked more hours than he told them at the time.
29. The Employment Judge concluded that, on the evidence before her, she could not be satisfied that the Claimant had provided evidence that he was owed any sums by the Respondent, i.e., that any amounts "properly payable" for section 13 purposes had not been paid to him.

### **Conclusions**

30. For the reasons set out above:
- a) The Claimant's complaints:
- (i) That he is owed a redundancy payment; and
  - (ii) That he is owed holiday pay,

is each dismissed upon its withdrawal by the Claimant at the hearing before the Tribunal on 12 March 2025, and again at the hearing on 8 September 2025; and

- b) The Claimant's complaint that there had been unauthorised deductions from his wages is dismissed because the Claimant had failed to satisfy the Tribunal that any such unauthorised deductions were made.

Employment Judge Ramsden

Date: 12 January 2026

JUDGMENT AND REASONS SENT TO THE PARTIES ON  
3 February 2026

For the Tribunal Office

P Wing

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