



## EMPLOYMENT TRIBUNALS

**Claimant:** Mr A Parhiar

**Respondent:** BrightHR Limited

**Heard at:** Manchester Employment Tribunal

**Before:** Employment Judge Dunlop

### Representation

**Claimant:** In person

**Respondent:** Mr R Katz (Solicitor Advocate)

JUDGMENT having been given orally on 5 December 2025 (a written Judgment is awaiting promulgation by the Tribunal administration), and written reasons having been requested on 15 December 2025 in accordance with Rule 60(4) of the Employment Tribunals Rules of Procedure 2024, the following reasons are provided:

# REASONS

### Introduction

1. These are the written reasons for the Tribunal's judgment sent to the parties on 5 December 2025. Mr Parhair's sole remaining complaint was one of wrongful dismissal.
2. Mr Parhair was summarily dismissed on 2 November 2023. It is common ground that his contractual notice period was four weeks and that the equivalent gross notice pay would have been £2,461.54. It is also common ground that no notice pay was paid. The respondent's position was that Mr Parhair was not entitled to notice as he was summarily dismissed for gross misconduct. I had to determine whether the respondent was entitled to summarily dismiss Mr Parhair.

### The Hearing

3. The hearing took place as an in-person hearing at Manchester Employment Tribunal. I was provided with a bundle of documents comprising around 120 pages, which I read in full. The bundle was prepared by the respondent and, after some discussion, Mr Parhair confirmed all relevant documents were before the Tribunal.

4. I heard evidence from Mr Parhair, who had prepared a written witness statement and was cross-examined by Mr Katz.
5. On behalf of the respondent, I heard evidence from Mr Warren O'Donovan, who had been Mr Parhair's Team Leader at the relevant time, and had been involved in making the decision to dismiss. Mr O'Donovan had also produced a witness statement and was cross-examined by Mr Parhair.

### **The Issues**

6. The only issue for determination was whether the claimant's conduct amounted to a repudiatory breach of contract entitling the respondent to dismiss without notice. If it was not, it was agreed that Mr Parhair would be entitled to four weeks' notice pay in the sum of £2,461.54 gross.

### **Findings of Fact**

7. The allegations of gross misconduct fall into two categories. In a wrongful dismissal claim (and in contrast to an unfair dismissal claim) I am required to make primary findings of fact about whether the claimant committed the misconduct as alleged.
8. Mr Parhair commenced work for the respondent on 19 January 2023 as an Employment Law Consultant. The role involved taking calls from clients and taking appropriate actions within the respondent's case management system. If Mr Parhair gave advice, he had to select a particular "advice given" icon within the interface and then summarise the advice given so that it would be stored on the system. Not all incoming calls would require advice to be given, the action might be simply to log information provided by the client, to ask the client for something, or to raise an action for another team to deal with.
9. In this role, Mr Parhair and his colleagues were subject to KPIs and performance against those KPIs was monitored by the respondent. One of the KPIs related to how many times a Consultant "gave advice" during each day, which was identified using the recording process I have described.
10. As to the first category of misconduct, the respondent says that Mr Parhair made entries into its electronic case handling system that were fraudulent or dishonest. Mr Parhair accepts that he made entries that were incorrect. His case about why they were incorrect was somewhat confused at times. He said that he may have made mistakes, and referred to the fact that he was struggling with mental health; that he was working in a pressured environment and that he had not been adequately trained. He also seemed to suggest at other points that the the incorrect entries may have been made by other people, or generated by system errors, rather than being his own mistakes.
11. The background to these incorrect entries was a general background of poor performance by Mr Parhair. He had commenced work in January 2023. His probation had been extended in July 2023, after the initial six month period. It was further extended in October 2023. Both probationary reviews

identified problems with the clarity of advice given to clients, and with hitting KPIs.

12. The fact that the respondent extended Mr Parhair's probation period demonstrated that it was willing to work with employees who did not immediately reach the standards expected in the role. Mr O'Donovan, who was Mr Parhair's line manager through most of his employment, gave clear evidence about the training and support that Mr Parhair received, which I accept.
13. In late October 2023, an issue was identified which went beyond the poor performance concerns already noted. Mr O'Donovan and Lucy Cobb (who was a new in-coming manager due to replace Mr Donovan as Mr Parhair's line manager), noticed that the system showed that Mr Parhair had a number of outstanding tasks, which then suddenly disappeared when he was due to leave the office that day. Looking at the records on the electronic case management system, they realised that the Mr Parhair had moved tasks to the following day without contacting the client.
14. The respondent operates service-level agreements (SLAs) with its clients which stipulate minimum service levels such as the time the client can wait for a call-back, or for a substantive response to a query. It appeared to Mr Donovan and Ms Cobb that Mr Parhair was taking actions which would put the respondent in breach of these SLAs.
15. This prompted Mr O'Donovan to review Mr Parhair's records more generally. He found several instances where Mr Parhair had recorded on the system that he had 'given advice' to clients but had not in fact done so. These instances were evidenced in print-outs before the Tribunal. Mr O'Donovan was able to confidently talk through the print-outs explaining what they showed in each case. I found his explanations clear and compelling.
16. In some instances, instead of giving advice, Mr Parhair had done another action, for example asking the client for a document or instigating a handover to a different team. Those things were part of his role, but they did not amount to "giving advice" actions and should not have been recorded as such. In other instances, there was simply a 'dot' typed into the space to show what advice would be given.
17. As I have said, giving advice to clients was one of Mr Parhair's KPIs. Recording that he had given advice when, in actual fact, he had not, would inflate his KPI figures. Separately, the respondent's system would indicate that clients were receiving a service when they had not received that service. I fully accept that that is a serious matter, I understand why Mr O'Donovan and Ms Cobb were concerned. This was not something that could wait until the next probationary review (which was the approach that Mr Parhair suggested should have been taken).
18. However, in considering whether this can properly be regarded as gross misconduct, amounting to a repudiatory breach of the contract and justifying summary dismissal, I consider that I must decide whether these actions were deliberate or accidental. Mr Parhair says that he was accidentally

making incorrect recordings on the system and that that ought properly to be viewed as a capability issue and not a gross misconduct issue, and he would therefore be entitled to his notice pay. I agree with that analysis, but only *if* Mr Parhair is correct that this conduct was accidental. That is a question I will return to.

19. A meeting was held on 2 November 2023 by Mr O'Donovan and Ms Cobb, to put the allegations to Mr Parhair. Mr Parhair could not provide an explanation for the entries which satisfied his managers. It is agreed that Mr Parhair left the meeting and refused to engage with further attempts to question him about the incorrect entries. Mr O'Donovan says that Mr Parhair stormed off, shouting, and saying "I am not doing this" before taking his belongings and leaving. Mr O'Donovan was clear that Mr Parhair did not swear, but Mr O'Donovan regarded his actions as unprofessional and abrupt. Mr Parhair's account is that he began to feel severely unwell, that he stood to leave and informed his managers he was too ill to continue. He says that both the managers shouted at him and were aggressive and intimidating.
20. The failure of this meeting is a demonstration of why it is often wise to make sure that employees facing serious allegations are given an indication of what a meeting will be about before they attend, even if they have insufficient service to benefit from statutory protection. I accept that Mr Parhair did shout, and did say "I am not doing this" and that this was reflective of his distressed mental state at the time. I make no findings as to the actions of the managers because I am not required to do so.

### **Legal principles, analysis and conclusions**

21. Absent repudiatory breach, an employer who dismisses an employee must pay contractual notice. The question is not whether conduct is labelled gross misconduct, but whether it demonstrates a deliberate intention to disregard the essential requirements of the contract. This is a claim requiring primary findings of fact. The burden rests on the respondent once dismissal and non-payment are established: **Hovis Ltd v Louton UKEAT 1023/20**.
22. Two allegations of misconduct are relied on by the respondent, firstly Mr Parhair's actions in wrongly recording that advice had been given to clients on several occasions when it had not been. Secondly, his actions in "storming out" of the meeting on the 2 November.
23. Dealing with the first matter; as I have alluded to above, the key question is whether Mr Parhair acted deliberately (and therefore dishonestly) in making the recordings that he did. The burden of proof is on the respondent to show that there was such dishonesty. They are asserting that there was, in order to make good their defence in relation to his claim. Mr Parhair need only show that he was dismissed (which he was), and that he was not paid for his contractual notice period (which he wasn't).
24. Mr O'Donovan's evidence was careful and considered. He explained the training that Mr Parhair had undertaken and the reasons why the "advice given" log was known to be important by everyone in the business. He

explained that it would be impossible for anyone else, other than Mr Parhair, to have made the notification that advice had been given and for the 'dot' to have appeared in the dialogue box for reasons other than that Mr Parhair had put it there. Mr O'Donovan's explanations today are consistent with his actions as a manager – when there was a capability issue, this was logged and addressed in line with the probation review system. The issue that came to light in November were qualitatively different from the background performance concerns.

25. Set against Mr O'Donovan's evidence, I have Mr Parhair's evidence. I don't draw any adverse inferences from Mr Parhair's failure to explain himself in the meeting on 2 November – which I will come to as a separate issue below. I accept that he was faced with serious allegations without warning and that he was suffering from mental health difficulties. What is more difficult for me to understand is Mr Parhair's failure to address the allegation of dishonestly fully and convincingly in his witness statement for these proceedings – which he had plenty of time to prepare – and in his oral evidence today. When asked for an explanation, he repeatedly tried to deflect the question. Such explanations as were eventually given were vague and confusing and, at times, contradictory.
26. Weighing up all the evidence I have heard, I am satisfied that the respondent has shown that the entries referred to were made dishonestly, and that by doing so Mr Parhair did commit gross misconduct, entitling the respondent to dismiss him without notice.
27. For completeness, I return to the fact that the respondent also relied on Mr Parhair's conduct in the 2 November meeting as being a separate instance of gross misconduct, also justifying dismissal.
28. On the basis of the facts I have found I would conclude that Mr Parhair's actions on 2 November did not amount to gross misconduct. His reaction was unprofessional and disruptive, but not abusive. It has to be seen in the context of a "surprise" meeting (as he put it) where very serious allegations were being put to him. It demonstrates that he was under emotional stress but does not, of itself, show any intention to repudiate the contract.
29. Of course, that finding does not change the fact that I have found that the incorrect entries amounted to gross misconduct in themselves. I am also satisfied that they were the primary reason for the summary dismissal, and that Mr Parhair would have been summarily dismissed following the meeting on 2 November even if he had acted professionally throughout that meeting. In those circumstances, the claim must fail.

Approved by:  
**Employment Judge Dunlop**

Date: 09 January 2026

WRITTEN REASONS SENT TO THE PARTIES ON

24 February 2026

FOR EMPLOYMENT TRIBUNALS

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