



# EMPLOYMENT TRIBUNALS

**Claimant:** Dzhan Kurt  
**Respondent:** Sundrax Ltd

**Heard at:** Watford Employment Tribunal (remote via video)  
**On:** 9 February 2026  
**Before:** Employment Judge L Wilson (sitting alone)

**Appearances:**  
For the Claimant: In person  
For the Respondent: Maria Bragina, Manager

**JUDGMENT** having been sent to the parties on 24 February 2026 and written reasons having been requested in accordance with Rule 60 of the Employment Tribunals Rules of Procedure, the following reasons are provided:

## REASONS

### Claims and Issues

1. The claim was presented in the Watford Employment Tribunal on 9 October 2024. The claimant brought claims for unlawful deductions from wages and breach of contract. An ET3 response was received on 27 January 2025. The case was listed for final hearing on 9 February 2026 before a Judge sitting alone.
2. The amount requested by the claimant is a total of £16,000.02 gross, of which £12,309.36 remains payable (£3690.66 having been repaid by the respondent).
3. During the hearing, the claimant withdrew his Breach of Contract claim for the sum of £5143.37 in bonus payment, so only the claim for Unlawful Deduction of Wages in respect of unpaid salary remains.
4. The respondent acknowledges that the claimant was owed £16,000.02 gross for unpaid salary, as set out in the wage slips attached to the ET3.

5. Of that amount, both parties agree that £12,309.36 gross remains outstanding. The respondent disputed the Breach of Contract claim, but this is no longer before the Tribunal so I do not address this further.

### **Proceedings and Record of Hearing**

6. No Preliminary Hearing took place, but the parties were ordered to comply with various case management directions in the Written Orders dated 18 July 2025.
7. The respondent sent the Tribunal two sets of documents consisting of 15 pages in total, including witness statements from Maria Bragina, Manager, and Miss Angel Terjek. The claimant sent 4 pages, consisting of his witness statement and other supporting documents. Unfortunately, the claimant's documents did not reach the Tribunal before the day of the hearing, through no fault of the parties. The Tribunal took time to consider these documents at the start of the hearing, and the parties were content to proceed.
8. At the hearing, Mr Kurt represented himself. Ms Bragina attended on behalf of the Respondent. Miss Terjek was not available to give live evidence, but her evidence was agreed to be uncontroversial on the salient issues.

### **Time Limit**

9. The ET1 has been issued out of time. The date of receipt by Acas of the EC notification is 2 October 2024 and the date of issue by Acas of this certificate is 7 October 2024. The ET1 was presented on 9 October, which was 9 days out of time.

### **Law**

#### **Time Limit: Jurisdiction**

10. Section 111(2) of the Employment Rights Act 1996 (ERA 1996) provides that a tribunal "shall not consider" employment rights claims unless it is presented in time. Unpaid Wages and Breach of Contract claims usually have to be presented to a tribunal before the end of the three-month period starting with the effective date of termination, although that deadline would be extended by participation in Acas early conciliation.

**Discretion to Extend Time Limit: ‘Not Reasonably Practicable’/ “Reasonable”.**

11. In respect of Deduction from Wages and Breach of Contract claims, a tribunal may only extend time for presenting a claim where it is satisfied that it was “not reasonably practicable” for the complaint to be presented in time, and that the claim was nevertheless presented “within such further period as the tribunal considers reasonable”.
12. There are two limbs to this formula. Firstly, the employee must show that it was not reasonably practicable to present his claim in time. The burden of proving this rests firmly on the applicant (*Porter v Bandridge Ltd* [1978] IRLR 271, [1978] ICR 943, CA).
13. Second, if he succeeds in doing so, the tribunal must be satisfied that the further time beyond the primary time limit within which the claim was in fact presented was reasonable. In *Tesco Stores Ltd v Kayani* UKEAT/0128/16 (8 September 2016, unreported) the Employment Appeals Tribunal emphasised the importance of separating out the two stages of whether it was not reasonably practicable to bring the claim within time and, if so, whether the further time within which the claim was presented was reasonable.
14. The Court of Appeal in *Palmer v Southend-on-Sea Borough Council* [1984] ICR 372 at [34] held that to construe the words ‘reasonably practicable’ as the equivalent of ‘reasonable’ would be to take a view too favourable to the employee; but to limit their construction to that which is reasonably capable, physically, of being done would be too restrictive. The best approach is to read ‘practicable’ as the equivalent of ‘feasible’ and to ask: ‘was it reasonably feasible to present the complaint to the Tribunal within the relevant three months?’
15. In *Walls Meat Co Ltd v Khan* [1979] ICR 52 at p.56, Denning LJ held that the following general test should be applied in determining the question of reasonable practicability:

‘Had the man just cause or excuse for not presenting his complaint within the prescribed time limit? Ignorance of his rights – or ignorance of the time limit – is not just cause or excuse, unless it appears that he or his advisers could not reasonably have been expected to have been aware of them. If he or his advisers could reasonably have been so expected, it was his or their fault, and he must take the consequences.’
16. In the same case (at p.61), Brandon LJ drew a distinction between a Claimant who is ignorant of the right to claim, and a Claimant who knows of the right to claim but is ignorant of the time limit:

'While I do not, as I have said, see any difference in principle in the effect of reasonable ignorance as between the three cases to which I have referred, I do see a great deal of difference in practice in the ease or difficulty with which a finding that the relevant ignorance is reasonable may be made. Thus, where a person is reasonably ignorant of the existence of the right at all, he can hardly be found to have been acting unreasonably in not making inquiries as to how, and within what period, he should exercise it. By contrast, if he does know of the existence of the right, it may in many cases at least, though not necessarily all, be difficult for him to satisfy an industrial Tribunal that he behaved reasonably in not making such enquiries.'

17. The Court of Appeal in *Marks & Spencer plc v Williams-Ryan* [2005] EWCA Civ 470 also set out a number of legal principles distilled from a review of case law. One such principle is that Section 111(2) ERA 1996 should be given a liberal interpretation in favour of the employee.

#### **Time Limit: Determination**

18. Calculating the Time Limits can potentially be confusing to a litigant in person, especially where English is not their first or primary language and when they suffer from a health impediment.
19. In considering whether it was reasonably practicable for the claimant to present his claims within the limitation period, I have read all the papers referred to above and heard oral evidence on this matter.
20. The reasons for the delayed presentation of the claim form are largely uncontroversial. It is accepted by the respondent that English is not the claimant's primary language, that he was unrepresented throughout proceedings due to lack of financial means and, most significantly, that he was suffering stress after he stopped working with the respondent. I have heard evidence about how his mental health affected the claimant's day-to-day life, prevented him attending to his activities of daily living and prevented him from engaging in the Tribunal process as quickly as he otherwise would have done without those health difficulties. I accept the claimant's evidence on this point and I accept his evidence that he was unable to seek medical assistance due to cultural reasons relating to stigma surrounding mental health. I have seen correspondence between the parties following the claimant's last date of employment, in which the claimant sought to resolve matters with the respondent without the need for litigation.

21. The respondent does not resist the application or challenge the claimant's evidence, albeit Jurisdiction remains a matter for the tribunal and cannot be extended by agreement.
22. In all the circumstances, I conclude that it was not reasonably practicable for the claim to have been filed by 30 September 2024. I further conclude that the delay of 9 days was reasonable in all the circumstances.
23. Consequently, the claimant's application for an extension of time in respect of the claims succeeds.

## **The Claims**

### **Submissions**

24. The claimant submits that the respondent made an unlawful deduction from wages in respect of his salary between January and June 2024.
25. As referred to above, the claimant initially claimed Breach of Contract in respect of unpaid commission payments from March 2023 to June 2024. However, at the conclusion of his evidence and submissions to the Tribunal, the claimant indicated that he would "accept" the salary claim and not proceed with the Breach of Contract claim. The tribunal explained the consequences of withdrawal to the claimant and gave him time to reflect on this. After taking time for consideration, and upon confirming his understanding that the claim would be dismissed upon withdrawal, the claimant formally withdrew the Breach of Contract claim. The Breach of Contract claim was accordingly dismissed.
26. The respondent accepts that the claimant's salary between January and June 2024 was unlawfully withheld.

### **Findings of Fact**

27. The claimant, Mr Kurt, was employed by Sundrax Limited as a sales engineer between 10 January 2022 and 30 June 2024. Maria Bragina was his manager. The claimant's role included sales, demonstrating products to customers, delivering presentations to new clients and making 'cold calls'. The claimant was paid on the last day of each month. His monthly basic pay was £2666.67, as detailed in the wage slips attached to the ET3.

28. After the claimant's probationary 3-month period ended successfully, Maria Bragina held a meeting with him in her office. No one else was present. They discussed payment, and she informed the claimant that he would be paid a bonus for his sales. Ms Bragina specified that the claimant would be paid 5% for new clients and 3% for old clients. No time frame or other limitations were put on this. Both parties remember this conversation in Ms Bragina's office and both gave similar evidence as to the nature of the discussion.
29. Both parties are also agreed that thereafter, the claimant was paid 5% bonus on new sales. The claimant did not dispute receiving 3% on sales with old clients.
30. Both parties were also agreed that bonus payments ceased in March 2023. The respondent did not dispute the excel spreadsheet presented by the claimant, which MB described as their "joint document". This shows that the last bonus payment was in January 2023. The respondent acknowledged that she did not tell the claimant in advance that she would cease paying the bonus, albeit she did talk to him about the financial difficulties the respondent was in. The claimant was well-aware of these difficulties, not least because the respondent and all staff had to move out of the office premises due to liquidity problems. After the bonus payments stopped, the claimant asked the respondent for them, and informed Maria Bragina of particular sales he had made with new clients. The respondent accepted in evidence that these were the sorts of sales that had attracted the 5% bonus payments previously. The claimant did not agree to the cessation of bonus payments.
31. In terms of salary, there is no dispute here, in respect of either the facts or figures which are detailed in the January to June 2024 wage slips.
32. Both parties also agree that some of the outstanding salary has been paid back, but that £3690.66 remains outstanding.
33. In her witness statement dated 14 August 2025, Maria Bragina said the claimant's outstanding salary remains unpaid due to "*severe financial difficulties faced by the company*". She gave further evidence to the tribunal of the financial problems the respondent experienced, which the claimant largely agreed with.
34. In an unsigned statement dated 13 August 2025, Miss Angel Terjek told the tribunal that she worked within the administration department between October 2022 and March 2023. At time of joining the company, it was already experiencing debt problems, which worsened. By the time Miss Terjek left, there were serious financial problems.

35. Angel Terjek was not available for cross examination, and her statement did not contain a declaration of truth; however, the claimant does not dispute these aspects of her statement. The remaining parts of her statement are irrelevant to the issues before the tribunal.

## Law

### Deduction from Wages

36. Section 13 of the Employment Rights Act 1996 states:

*“(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].*

37. 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”.

38. 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.

39. There is no requirement for the sum to be payable or paid during the currency of the worker’s contract for it to be covered by section 13: *Robertson v Blackstone Franks Investment Management Ltd* [1998] IRLR 376.

40. Once it is established that there is a statutory or contractual provision or a written agreement authorising the type of deduction in question, and what the scope of that authorisation is, a tribunal may then go on to consider whether the actual deduction is in fact justified: *Fairfield v Skinner* 1992 ICR 836 EAT.

**Decision**

41. Both parties agree that the respondent made an unlawful deduction from the claimant's salary, in the sum of £16,000.02 gross. Of that, £3690.66 has been repaid by the respondent. The financial difficulties suffered by the company do not provide a defence to this claim. Accordingly, the claim is well-founded and I order the sum of **£12,309.36 gross** to be paid by the respondent.

Approved by:

**Employment Judge Wilson**

8 April 2026

SENT TO THE PARTIES ON

9 April 2026

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FOR THE TRIBUNAL OFFICE