



EMPLOYMENT TRIBUNALS

Claimant: Mr G Hilmi
Respondent: Iconic Plastics Limited
Heard at: East London Hearing Centre
On: 7 November 2025
Before: Employment Judge Park

Representation

Claimant: In person
Respondent: Mr S Suleyman (director)

RESERVED JUDGMENT

The Judgment of the Tribunal is that:

1. The claimant was unfairly dismissed. His claim for unfair dismissal succeeds.
2. The claimant's claims for unlawful deduction of wages, notice pay and holiday pay are all successful.
3. The respondent did not provide the claimant with written statement of particulars of employment and this had not been provided when these proceedings were instigated. His claims for unfair dismissal, unlawful deduction of wages, notice pay and holiday pay all succeed so I must consider what compensation to award due to the lack of written statement of particulars.
4. The claimant's claim for direct disability discrimination does not succeed and is dismissed.
5. The compensation for the claims that succeeded will be determined at a remedy hearing. The parties will be informed of the date of that hearing.

REASONS

Claims and issues

1. The claimant submitted his ET1 on 11 September 2024. Within this he said he was pursuing claims for disability discrimination and that he was owed notice pay, holiday pay, arrears of pay and other payments.
2. A preliminary hearing was held on 12 June 2025. At that it was clarified that the correct respondent was Iconic Plastics Limited. The issues were discussed and clarified. These were as follows:
 - 2.1. The claimant is disabled due to having been diagnosed with cancer. This is automatically deemed to be a disability.
 - 2.2. The claim was about the claimant's dismissal. He was pursuing claims for unfair dismissal and direct disability discrimination about the dismissal.
 - 2.3. The claimant also says that the respondent has not paid him his proper notice pay or holiday pay and during the course of his employment he had not been paid the correct wages.

Procedure, documents and evidence heard

3. At the preliminary hearing directions had been given for the preparation of the case. This included disclosure of documents, preparation of a bundle for use at the hearing and exchange of witness statements.
4. Both parties are litigants in person. Mr Suleyman is the sole director and shareholder of the respondent company. The claimant was the respondent's only other employee. Neither the claimant nor Mr Suleyman were familiar with the Employment Tribunal process.
5. The directions had not been complied with. Both parties had sent some documents directly to the Tribunal. These were not collated into a bundle and some were difficult to read, being photos of other documents. The claimant and his partner had prepared brief witness statements, though these did not set out complete accounts of the events that lead to the claim.
6. Both parties brought some hard copies of documents to the Tribunal hearing, though these were loose rather than copies in a single file. The Tribunal clerk was able to make copies of these documents during the morning of the hearing and collate these into a short bundle. This took some time and it was not possible to start hearing the evidence until the afternoon.
7. I heard evidence from the claimant, his partner and Mr Suleyman. The parties were able to cross-examine each other. This became heated at times. Due to both parties being unrepresented I also asked extensive questions to enable me to gain a full understanding of the factual background that lead to the claim.

8. The evidence about the claimant's wages was incomplete. It was agreed that the claimant was paid partially by bank transfer and partially in cash. Both parties provided copies of some bank statements showing transfers, but these were incomplete. Neither was able to provide a complete account of how the claimant was paid in oral evidence. Due to the delays in starting the hearing, while copies of documents were collated, there was insufficient time for me to give judgment orally in any event. I reserved the judgment and gave directions for both parties to send into the Tribunal additional documentary evidence about the sums paid to the claimant by way of wages.
9. Both parties sent in additional documents as directed. There was some delay in this information being referred to me, which I needed in order to complete this judgment.

Findings of Fact

10. The respondent company is a small business. Mr Suleyman is the sole director and shareholder. He explained that he also receives some assistance on an ad hoc basis from family members.
11. The business makes injection molded products. This includes things like takeaway containers. Mr Suleyman explains he receives materials to do this from suppliers. He then uses this in his machines to make products for the customer. The claimant's job was to deliver those products to local customers. Deliveries to customers further away are sent by courier.
12. By way of general background I found that Mr Suleyman had little understanding of his responsibilities as an employer. This is understandable given the size of his business and the fact that the claimant was his first employee. He was unaware of what was required in terms of providing a written contract or the claimant's basic rights as an employee, such as those provided by the Employment Rights Act 1996. This meant that there was a considerable level of informality about the arrangements between the claimant and respondent. It was still an employment relationship and the claimant was an employee.

Contract and wages

13. The claimant started working for the claimant in April 2022. The claimant was the respondent's only employee. He was employed as a driver. The claimant was not provided with a written contract or record of his terms and conditions of employment. The terms were agreed between the claimant and Mr Suleyman verbally. It was agreed by both parties that the claimant worked 3 days per week for which he would be paid £270 per week.
14. I found there was a lack of clarity from both parties about how the claimant was paid in practice. Mr Suleyman suggested that the claimant asked to be paid more and partly in cash shortly after his employment started. He said the cash payment was £35 per week and was in respect of holiday. The claimant suggested that when he first started work he had not been paid for some days such as bank holidays or ad hoc days when there was no work. The claimant asked to be paid for those days and the respondent adjusted

his pay to reimburse for those sums. That reimbursement was paid at £35 per week which he asked to be in cash.

15. There was no clear documentary evidence to assist me in ascertaining the nature of this arrangement. I concluded that it was accepted that the claimant received some cash for much of his employment in addition to £270 per week. On consideration I have concluded that the explanations given by the claimant and Mr Suleyman probably refer to the same thing, namely reimbursement of wages for days the claimant had not worked but should have been paid. This is consistent with what the claimant says and Mr Suleyman's explanation that the payment was about holidays.
16. In terms of payment, the respondent provided monthly pay statements to the claimant. These showed the claimant being paid a monthly salary. In practice though the claimant was paid on a weekly basis. The claimant's bank statements show him receiving payments of £270 per week. On occasions he received slightly different sums. At times in 2023 he received £305 per week, it then reduced back to £270. This again is consistent with the claimant receiving an additional payment of £35 which was initially paid directly into his bank account and then was paid in cash.
17. Based on this, my conclusion is that the claimant's rate of pay remained £270 per week. Any additional payments in cash were reimbursement of earlier underpayments. These did not vary the underlying agreement in respect of the claimant's pay, which was £270 per week for 3 days of work.
18. I have also noted that due to there being no written contract of employment there were no expressly agreed terms about the claimant's entitlement to paid annual leave. The parties did not provide clear evidence about what happened in practice. There does not appear to be any agreed way of the claimant taking holiday and being paid for it. Mr Suleyman said that the claimant would take a week off in June to go camping. As set out below, it is also apparent that Mr Suleyman went on holiday in July 2024 and the business was closed during that period, so the claimant was also effectively on leave. Therefore, at times the claimant did take time off and was still paid but this was not formalised in any way.
19. The information that the parties sent in after the hearing showed the following:
 - 19.1. The claimant provided pay statements from May 2023 until August 2023. These show that most months the claimant's documented net pay was £1170. This equates to £270 per week therefore I have concluded that the agreement between the claimant and respondent was that he would receive £270 net per week and his gross pay was slightly higher.
 - 19.2. The claimant provided bank statements for the same period. These showed the sums he actually received, which were weekly rather than monthly. Most weeks were £270 per week but some weeks he received less and on occasion more. For example, on 4 occasions during 2024 the claimant only received £180. Neither party has explained why that was.

- 19.3. I have analysed what the pay statements include, what the claimant received and what the claimant ought to have received from August 2023 until July 2024, including a sum paid after the termination of employment. These show the following:
- 19.3.1. For a period of 12 months the claimant should have received £14,040.00 net.
 - 19.3.2. The total amount in the pay statements show the claimant receiving £13,813.00
 - 19.3.3. The claimant's bank statements show he received for the same period £13,999.
- 19.4. In addition the claimant received a pay statement in August 2023 showing £180.00 which the claimant received.

The claimant's ill-health and events leading to termination of employment

20. In October 2023 the claimant was diagnosed with cancer. He continued to work as normal for the respondent. He subsequently found out that the cancer had spread and he needed treatment.
21. The claimant says that he was open with the respondent about what was happening. Up until July 2024 the claimant continued working without any issues. The claimant explained that he managed to fit his medical appointments around his working days so it did not have any practical impact.
22. In July 2024 the claimant was due to start a course of radiotherapy. He had been undergoing other treatment before then in preparation. The claimant explained to Mr Suleyman that he may feel fatigued when he underwent the radiotherapy treatment.
23. The claimant said that Mr Suleyman and his father were harassing him about whether he would be able to continue working and suggested he reduced his days. Mr Suleyman disputed this.
24. The claimant's account of any comments made by Mr Suleyman's father was not clear. I did not hear any evidence from Mr Suleyman's father. I accept there may have been discussions from time to time between the claimant and the father. However, due to the lack of clarity in the evidence I was not satisfied on the balance of probabilities that Mr Suleyman's father harassed the claimant about his ill health and how it would impact his work. I also note that the claimant's health did not in practice have any impact on his ability to work. Any discussions would only have been hypothetical.
25. In May 2024 the respondent lost one of their customers, Papa Johns. Mr Suleyman explained that one of the days the claimant worked each week was delivering to that customer. Once he lost that customer he no longer needed the claimant to work three days a week.

26. On 18 June 2024 Mr Suleyman sent a message to the claimant to say he was reducing his work to two days per week. The following day the claimant raised a grievance about this. The claimant said there was a verbal contract for three days per week and he also said this was discrimination due to him having cancer.
27. On 20 June 2024 Mr Suleyman wrote to the claimant. In this he stated the claimant's hours would be reduced to 16 hours per week. As a result his pay would reduce to £180 plus £35 cash. However, he also said he would offer £90 per week as a gift while he was having his treatment. The claimant continued to receive £270 per week until the middle of July. His pay for the last 2 weeks of July was slightly lower, equating to £350 for the last 2 weeks.
28. The claimant started radiotherapy in July 2024. During this time he needed treatment every day. However, he continued to arrange his appointments around his work for the first 2 weeks of July. His last working day was 15 July 2024. Mr Suleyman was then on holiday for the last 2 weeks of July and the business was temporarily closed during that time. The claimant was not required to work then.
29. Mr Suleyman explained that around this time he had changed suppliers for the material he used in his business. The first delivery arrived on 15 July 2024. He immediately realized there was a problem. He tried to use it and it clogged his machine. He was on leave from 17 July 2024. While away Mr Suleyman was trying to sort things out but becoming more anxious about the situation.
30. Mr Suleyman returned on around 27 or 28 July 2024. As a result of the problems with the new supplier he had suffered financial loss but also had a significant amount of material taking up space in the business premises that needed to be disposed of.
31. At some point during the last 2 weeks of July Mr Suleyman decided that he may not be able to carry on with the business. He explained that in the short term they would run out of existing stock to deliver to customers. He would be unable to produce new stock until he had cleared the machines and start production again. I accepted this was the case. Mr Suleyman had provided some evidence relating to the problem with the faulty materials. His explanation of how his business worked and the immediate impact of the faulty materials was clear, coherent and credible. It was apparent that it was a very small business where unexpected events could have a significant short-term impact.
32. Mr Suleyman decided that at that point to dismiss the claimant as he would not need a driver. He was also seriously considering closing the business at this point. On 31 July 2024 Mr Suleyman called the claimant and told him this. This was the claimant's last day of treatment. The claimant's said that Mr Suleyman called him that day and told him he had a bad batch of materials so was going to close the business and hence was letting him go.
33. Having heard from Mr Suleyman I concluded that this decision was made very swiftly. Due to the business situation Mr Suleyman was panicking and

made the decision to dismiss the claimant hastily. He did not consider any alternatives or discuss the situation with the claimant. However, I accepted that at the time he was having serious concerns about the future of his business.

34. Mr Suleyman said he paid the claimant for one week's notice. I have concluded this is what the payment in August 2024 related to. He did not pay the claimant any other sums at this point.
35. After the claimant's employment ended his sister contacted Mr Suleyman seeking payment on her brother's behalf. The relations between the claimant and Mr Suleyman soured further following this correspondence. The claimant subsequently brought this claim.
36. Mr Suleyman said he did get the business up and running again. From late August or early September he started using another driver, but it was a different arrangement. He did not employ any driver directly but it was a contract situation.

The Law

37. The Claims pursued by the Claimant are:

- 60.1 unfair dismissal;
- 60.2 direct disability discrimination about the dismissal;
- 60.3 unpaid wages;
- 60.4 holiday pay; and
- 60.5 notice pay.

Unfair dismissal – Employment Rights Act 1996

38. This is a claim for unfair dismissal. The law on unfair dismissal is set out in the Employment Rights Act 1996. The relevant sections are as follows:

- 38.1. Section 95(1) Employment Rights Act 1996 states:

“For the purposes of this Part an employee is dismissed by his employer if – (a) The contract under which he is employed is terminated by the employer (whether with or without notice).”

- 38.2. Section 98(1) Employment Rights Act 1996 states:

“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 for the dismissal.”

39. What that means is that the burden is on the employer to show the reason for dismissal. For the dismissal to be fair it must be for one of the reasons then listed in the section 98 ERA. There are a number of different potentially fair reasons. For the purposes of this claim it the relevant provision is:

*“A reason falls within this subsection if it –
is that the employee was redundant.”*

40. If the employer establishes that there is a potentially fair reason then I must go on to consider the fairness of the employer to dismiss the employee for that reason. Section 98(4) of the Employment Rights Act 1996 states:

“The determination of the question whether the dismissal is fair or unfair (having regard to the reason shown by the employer) depends on whether in the circumstances (including the size and administrative resources of the employer’s undertaking) the employer acted reasonably or unreasonably in treating it as a sufficient reason for dismissing the employee and shall be determined in accordance with equity and the substantial merits of the case.”

41. The definition of redundancy is set out in section 139 of the ERA:

the dismissal is wholly or mainly attributable to—

- (a) the fact that his employer has ceased or intends to cease—
 - (i) to carry on the business for the purposes of which the employee was employed by him, or*
 - (ii) to carry on that business in the place where the employee was so employed, or**
- (b) the fact that the requirements of that business—
 - (i) for employees to carry out work of a particular kind, or*
 - (ii) for employees to carry out work of a particular kind in the place where the employee was employed by the employer, have ceased or diminished or are expected to cease or diminish.**

42. For a dismissal to be fair due to redundancy there must be a redundancy situation. It is not for the Tribunal to investigate the employer’s reasons for the redundancy or look behind the employer’s decision. The caselaw is consistent on this. In **James W Cook and Co (Wivenhoe) Ltd v Tipper and ors 1990 ICR 716, CA**, the Court of Appeal stressed that the Tribunal cannot investigate the commercial or economic reasons behind the decision. The question to determine is whether the decision was genuine and based on proper information.

43. When considering fairness to dismiss any particular employee, the Tribunal must consider all the circumstances of the individual case, having regard to the factual situation, and to the ‘*size and administrative resources*’ of the employer. This last point is important and of particular relevance in this case. An organization that employs just a handful of people is not expected to follow the same procedures as a large employer with hundreds or thousands of employees.

44. In **Williams v Compair Maxam Ltd [1982] IRLR 83** the EAT emphasized the importance of:
- a. the respondent giving as much warning as possible of impending redundancies to allow those affected the ability to find alternative solutions and/or employment;
 - b. consultation occurring when matters are at a formative stage;
 - c. the employer having an objective criterion for selection for redundancy;
 - d. the respondent following a fair selection in accordance with such criteria; and
 - e. the respondent making reasonable efforts in respect of alternative employment which could prevent a dismissal.
45. What this means is that there will be a requirement for an employer to put in place a fair selection procedure. This will often include identifying the pool of employees who are to be put at risk and then a fair procedure to decide which ones are selected for redundancy. The choice of the selection pool is up to the employer, the test applied is the band of reasonable responses.
46. On some occasions there may just be a pool of one person at risk of redundancy, in which case there is no need for the employer to then go on and carry out a selection process. EAT has confirmed that this can be reasonable and an employer can just consider a single employee for redundancy if it has good reason to do so (see **Halpin v Sandpiper Books Ltd EAT 0171/11**). It will depend on the circumstances.
47. There should also be consultation and consideration of alternatives. In **Polkey v AE Dayton Service Ltd 1988 ICR 142, HL**:
- “in the case of redundancy... the employer will normally not act reasonably unless he warns and consults any employees affected or their representative, adopts a fair basis on which to select for redundancy and takes such steps as may be reasonable to avoid or minimise redundancy by redeployment within his own organisation.”*
48. What is a fair and proper consultation will depend on the circumstances of the case and is a question of fact for the Tribunal to determine. It must be meaningful and genuine. There is no set time for consultation that is required. The extent and length will depend on the facts of the case.
49. Where an employer has dismissed for a substantively fair reason but has failed to follow a fair procedure, the compensatory award may be reduced by up to 100% if it can be shown that a fair procedure would have resulted in dismissal in any event (**Polkey v AE Dayton Services Ltd [1988] ICR 142 HL**).

Direct Discrimination – Section 13 Equality Act 2010

50. Direct discrimination takes place where a person treats the claimant less favourably because of race than that person treats or would treat others. Under s23(1) Equality Act 2010, when a comparison is made, there must be no material difference between the circumstances relating to each case. 'Race' includes nationality or national origins.
51. Decisions are frequently reached for more than one reason. Provided the protected characteristic or, in a victimisation claim, the protected act, had a significant influence on the outcome, discrimination is made out. (**Nagarajan v London Regional Transport [1999] IRLR 572, HL**)
52. Section 136 of the Equality Act 2010 sets out the burden of proof. Under s136, if there are facts from which a tribunal could decide, in the absence of any other explanation, that a person has contravened the provision concerned, the tribunal must hold that the contravention occurred, unless that person can show that he or she did not contravene the provision.
53. Accordingly, where a claimant establishes facts from which discrimination could be inferred then the burden of proving that the treatment was in no sense whatsoever unlawful passes to the respondent. Guidelines on the burden of proof were set out by the Court of Appeal in **Igen Ltd v Wong [2005] EWCA Civ 142; [2005] IRLR 258**. Once the burden of proof has shifted, it is for the respondents to prove that they did not commit the act of discrimination. To discharge that burden it is necessary for the respondent to prove, on the balance of probabilities, that the treatment was in no sense whatsoever on the grounds of the protected characteristic, since 'no discrimination whatsoever' is compatible with the Burden of Proof Directive. Since the facts necessary to prove an explanation would normally be in the possession of the respondents, a tribunal would normally expect cogent evidence to discharge that burden of proof.
54. The Court of Appeal in **Madarassy v Nomura International plc [2007] EWCA Civ 33; [2007] IRLR 246**, a case brought under the then Sex Discrimination Act 1975, states:

'The burden of proof does not shift to the employer simply on the claimant establishing a difference in status (eg sex) and a difference in treatment. Those bare facts only indicate a possibility of discrimination. They are not, without more, sufficient material from which a tribunal 'could conclude' that on the balance of probabilities, the respondent had committed an unlawful act of discrimination.'
55. Inferences can only be drawn from established facts and cannot be drawn speculatively or on the basis of a gut reaction or 'mere intuitive hunch' (**Chapman v Simon [1994] IRLR 124**) or from 'thin air' (**Chief Constable of the Royal Ulster Constabulary [2003] ICR 337**). Discrimination also cannot be inferred only from unfair or unreasonable conduct (**Glasgow City Council v Zafar [1998] ICR 120**).

56. This means that to succeed with any of his claims for direct discrimination the claimant must first show that he has been treated less favourably than others in the same circumstances. The claimant must also have shown facts from which we can infer that the reason for the less favourable treatment may have been due to the claimant's race. Only after this does the burden shift to the respondent who must show that there is a different non-discriminatory reason for the treatment, that it is in no way due to the claimant's race.

Notice pay, unpaid wages and holiday pay

57. The right to notice pay and to not suffer an unlawful deduction of wages is set out in the Employment Rights Act 1996.
58. Section 13 includes the provisions on the right not suffer unlawful deduction of wages.
59. Section 86 sets out the right to a minimum notice period. This states:
- “(1) The notice required to be given by an employer to terminate the contract of employment of a person who has been continuously employed for one month or more—*
- (a) is not less than one week's notice if his period of continuous employment is less than two years,*
- (b) is not less than one week's notice for each year of continuous employment if his period of continuous employment is two years or more but less than twelve years, and*
- (c) is not less than twelve weeks' notice if his period of continuous employment is twelve years or more.”*
60. The Working Time Regulations 1998 sets out an employees entitlement to annual leave. The minimum annual leave each year is 5.6 weeks. The right to annual leave is to take time off with pay. During the course of employment an employer cannot pay an employee in lieu of annual leave.

61. Under Regulation 13 Working Time Regulation 1998 an employee is entitled to be paid on the termination of their employment a sum in lieu of the annual leave that has accrued during the leave year but not taken.

Failure to provide written statement of employment particulars

62. Under section 1 Employment Rights Act 1996 an employer must provide an employee with a written statement of particulars of employment.
63. Under section 38 Employment Act 2002 an Employment Tribunal must award compensation if the following two conditions are met:
- 63.1. the Employment Tribunal upholds one of the claims listed in Schedule 5 Employment Act 2020; and

- 63.2. it finds that the respondent was in breach of the duty to provide written employment particulars duty when the Employment Tribunal proceedings were begun.
64. The Tribunal must make an award equal to two weeks' gross pay unless there are exceptional circumstances that make it unjust or inequitable. The Tribunal may make an award equal to four weeks' pay if it is just and equitable to do so.

Discussion and conclusions

Unfair Dismissal

65. The first issue for me to consider is whether the respondent had a potentially fair reason to dismiss the claimant. The claimant says that he was dismissed because of his cancer and related treatment. The respondent says that due to the unexpected problems that arose with the faulty material they no longer required a driver.
66. I accepted that in July 2024 due to the problematic material being supplied to the respondent there was a sudden and unexpected impact on the business. I also accepted that this affected the ability of Mr Suleyman to carry on operating the business as normal and he considered closing the business completely. As a result he decided he was not going to need a driver. This is potentially a redundancy situation. This means there was potentially a fair reason to dismiss.
67. When deciding if the employer could potentially fairly dismiss due to redundancy I am only considering if it was a genuine redundancy situation. I am not deciding whether it is necessary to dismiss for that reason.
68. Mr Suleyman seemed to make his decision very quickly and in a reactive way, rather than having considered the situation in any depth. However, given the very small size of the business and the extent of the impact of the wrong delivery being received, I accepted that there was still a genuine redundancy situation. At that point Mr Suleyman decided he did not need a driver. This is a redundancy situation, so a potentially fair reason to dismiss.
69. Whether the dismissal for that reason was fair or not still depends on all the circumstances. This includes the procedure followed, consultation with the individual and whether alternatives were considered. The small size of the business is relevant. However, this is only one factor.
70. In this case Mr Suleyman gave the claimant no warning about what he was considering. He had not previously told the claimant about the issue with the material and its impact on the business. He told the claimant of the decision to dismiss him by telephone and it was presented as a *fait accompli*. There was no discussion about any alternatives.
71. As the claimant was the respondent's only other employee there was no need for Mr Suleyman to carry out any selection process. However, every other aspect about how the decision to dismiss the claimant was unfair. The small size of the business did not prevent Mr Suleyman from handling the situation

in a fair way. It need not take long, but it would be straight forward to inform the claimant what had happened with the business, notify the claimant that this may mean a driver was no longer required and arrange a brief meeting in person to discuss the situation before reaching a decision. As part of that meeting possible alternatives could be discussed. Mr Suleyman did none of this, and as a result the dismissal was unfair.

72. The claimant's dismissal was unfair and his claim for unfair dismissal succeeds.
73. Due to the underlying situation with the business, it is possible that had a fair procedure been followed Mr Suleyman would still have decided to dismiss the claimant. This is what is referred to above in the last paragraph of the law on unfair dismissal. A reduction can be made to any compensation to reflect the likelihood that an employer would still have been dismissed in any event had a fair procedure been followed.
74. At this point I cannot reach any conclusion on this issue. I note there was evidence that the respondent did need a driver again, albeit they did not employ one directly, a month or so later. Had Mr Suleyman discussed the situation with the claimant directly at the time it seems possible that they may have worked out a way to manage the situation in the short term by agreement. The likelihood of the claimant being dismissed in any event will need to be addressed by both parties at the remedy hearing.

Disability discrimination

75. The claimant says that the decision to dismiss him was direct discrimination. To succeed with this claim the claimant needs to prove facts from which I can infer that the claimant's cancer may have been the reason for dismissal.
76. The basic time line of events strongly suggests this could be the case. The claimant was undergoing treatment for his cancer immediately before dismissal. He would have been about to return to work. Mr Suleyman dismissed him without warning on the day he had his last appointment.
77. These facts are all sufficient that I could conclude that the claimant's cancer may have been a factor in Mr Suleyman's decision to dismiss the claimant. It is then for the respondent to prove this was not the case.
78. I have already accepted that Mr Suleyman's business reasons for dismissing the claimant were genuine, i.e. the faulty material had an immediate and serious adverse impact on the business. This suggests that there is a different non-discriminatory reason for dismissal. The dismissal could still be discriminatory if the claimant's disability was a material factor in the decision. The respondent needs to show that the decision was in no sense connected to the claimant's disability.
79. Having considered the evidence I heard I have concluded that the claimant's cancer did not form any part of Mr Suleyman's decision. The claimant said that Mr Suleyman's father had been harassing him about his ill health and how that would affect his ability to work. I did not accept that was the case.

In practice, the claimant's ill-health had no impact on the business and he continued working as normal. In June Mr Suleyman reduced the claimant's hours. He thought that he was entitled to do this and it was because of the loss of a customer. However, Mr Suleyman continued to pay the claimant the same amount of £270 per week. This would indicate a supportive approach towards the claimant's situation. The only time the claimant did not work was the last two weeks of July. This coincided with his treatment but that was not the reason he was not working. The business was closed at that point due to Mr Suleyman's holiday.

80. My conclusion is that in July 2024 Mr Suleyman panicked as a result of the problems that had arisen with the faulty material. He made a hasty and potentially rash decision to dismiss the claimant and did so in a way that was not fair. He would have done that irrespective of the claimant's health. It was due to the situation he was in coupled with his naivety about what was required of him as an employer in that situation.
81. On this basis the claimant's claims for direct disability discrimination do not succeed and are dismissed.

Wages, notice pay, holiday pay and lack of written statement of particulars

82. My calculations set out above indicate what the claimant should have received pay based on a weekly wage of £270 and what he did receive. Looking at the last year of the claimant's employment there was a shortfall. Looking at what the claimant received each week, there were some weeks where he received less than £270. The last of these were in July 2024. No explanation why the claimant received less than £270 per week for the last 2 weeks in July 2024. On those occasions there were unlawful deduction of wages and there appear to have been some on earlier occasions.
83. The claimant's claim for unlawful deduction of wages claim succeeds. The amount will be determined at the remedy hearing once I have heard further submissions from both parties.
84. The claimant had been employed by the respondent for over 2 years. On the termination of the claimant's employment he would have been entitled to 2 weeks' notice. The respondent paid him the sum of £180. This is less than one week's pay. The claimant has not been paid his full notice pay. Therefore, the claim for notice pay succeeds.
85. On the termination of employment an employee is entitled to be paid in lieu of any annual leave that they have accrued and not taken. The claimant was not paid in respect of any untaken leave. This appears to be due to Mr Suleyman not knowing that was required. There were also no formal arrangements in place in respect of holiday. It appears that the claimant may have taken some leave at times and be paid but this is not clear. On balance of probabilities I have concluded that the claimant would have been due some pay in lieu of untaken holiday. This claim succeeds. The amount of this is to be determined at the remedy hearing.

86. The claimant did not have a written contract and the respondent never provided the claimant with written statement of particulars of employment. That is not disputed. The claimant's claims for unfair dismissal, wages, notice pay and holiday pay have all succeed. I must consider what compensation to award as a result. Whether this is two weeks' pay, four weeks' pay or if it would be unjust and inequitable to make an award will be determined at a remedy hearing following submissions by both parties.

**Employment Judge Park
Dated: 28 April 2026**