



EMPLOYMENT TRIBUNALS

Claimant: Mr Savio Noronha
Respondent: Sodexo Ltd.

RECORD OF A PUBLIC PRELIMINARY HEARING

Heard at: Watford Employment Tribunal
On: 16 April 2026
Before: Employment Judge Alliott

Representation

Claimant: In person
Respondent: Mr Dominic Bayne (counsel)

JUDGMENT

The judgment of the tribunal is that:

1. The claimant's claim was not presented within the primary time limit and it was reasonably practicable to have done so.
2. The claimant's claims of unfair dismissal and for unauthorised deduction of wages/breach of contract are struck out as there is no jurisdiction to hear them.

REASONS

Introduction

1. This public preliminary hearing was ordered by Employment Judge Young on 16 February 2026 to consider whether the claimant's claims were presented out of time, whether it was reasonably practicable for the claim to have been presented in time, and whether it was presented within a reasonable time thereafter.

The law

2. Section 111(2) Employment Rights Act 1996 provides as follows:-

“111 Complaints to employment tribunal.

...

- (2) ... an employment tribunal shall not consider a complaint under this section unless it is presented to the tribunal—
 - (a) before the end of the period of three months beginning with the effective date of termination, or
 - (b) within such further period as the tribunal considers reasonable in a case where it is satisfied that it was not reasonably practicable for the complaint to be presented before the end of that period of three months.”
3. Section 23 of the Employment Rights Act 1996 is in similar terms.
4. As per the IDS Employment Law Handbook “Employment Tribunal Practice and Procedure”
5. At 5.46:-

“When a claimant tries to excuse late presentation of his or her ET1 claim form on the ground that it was not reasonably practicable to present the claim within the time limit, three general rules apply:

- Section 111(2)(b) ERA should be given a “liberal construction in favour of the employee” – *Dedman v British Building and Engineering Appliances Limited* [1974] ICR 53, CA
- What is reasonably practicable is a question of fact and thus a matter for the tribunal to decide. ... As Lord Justice Shaw put it in *Walls Meat Co Ltd v Khan* [1979] ICR 53, CA: “The test is empirical and involves no legal concept. Practical common sense is the keynote and legalistic footnotes may have no better result than to introduce a lawyer’s complications into what should be a layman’s pristine province. These considerations prompt me to express the emphatic view that the proper forum to decide such questions is the employment tribunal, and that their decision should prevail unless it is plainly perverse or oppressive.”
- The onus of proving that presentation in time was not reasonably practicable rests on the claimant. “That imposes a duty upon him to show precisely why it was that he did not present his complaint” – *Porter v Bandridge Limited* [1978] ICR 943, CA.”

Even if a claimant satisfies a tribunal that presentation in time was not reasonably practicable, that does not automatically decide the issue in his or her favour. The tribunal must then go on to decide whether the claim was presented “within such further period as the tribunal considers reasonable.”

6. And at 5.48:-

“Meaning of reasonably practicable”

Judicial attempts to establish a clear, general and useful definition of “reasonably practicable” have not been particularly successful. This is probably because cases are so different and depend so much on their particular circumstances. However, in *Palmer and another v Southend on Sea Borough Council* [1984] ICR 372, CA, the Court of Appeal conducted a general review of the authorities and concluded that “Reasonably practicable” does not mean reasonable, which would be too favourable to employees, and does not mean physically possible, which would be too favourable to employers, but means something like “reasonably feasible”. Lady Smith in *Asda Stores Limited v*

Kauser EAT 0165/07 explained it in the following words: “The relevant test is not simply a matter of looking at what was possible but to ask whether, on the facts of the case as found, it was reasonable to expect that which was possible to have been done.”

7. And at 5.50:-

“Ignorance of rights

A claimant’s complete ignorance of his or her right to claim unfair dismissal may make it not reasonably practicable to present a claim in time, but the claimant’s ignorance must itself be reasonable. As Lord Scarman commented in *Dedman v British Building and Engineering Appliances Limited* [1974] ICR 53, CA, where a claimant pleads ignorance as to his or her rights, the tribunal must ask further questions: “What were his opportunities for finding out that he had rights? Did he take them? If not, why not? Was he misled or deceived? In *Porter v Bandridge Limited* the majority of the Court of Appeal, having referred to Lord Scarman’s comments in *Dedman*, ruled that the correct test is not whether the claimant knew of his or her rights, but whether he or she ought to have known of them.”

8. In addition, Mr Bayne drew to my attention an extract from *Signet Behavioural Health Limited v Britain* [2022] EAT 108, at para 53:

“A person who is considering bringing a claim for unfair dismissal is expected to appraise themselves of the time limits that apply; it is their responsibility to do so.”

The evidence

9. The claimant provided a hearing bundle of 68 pages and the respondent provided a hearing bundle of 94 pages.
10. The claimant provided an additional document confirming that the appeal outcome letter had been sent to his Sodexo email address which the claimant had no access to and the appeal outcome letter was only sent to him on 2 May 2025.
11. I had witness statements and heard evidence from the claimant and Ms Agnieszka Jones, HR Business Partner for the respondent.
12. Mr Bayne provided me with a skeleton argument for which I am grateful.

The facts

13. The claimant was summarily dismissed on 29 July 2024 at the conclusion of a disciplinary hearing. The reason given was gross misconduct in relation to a serious security breach. The claimant was informed orally of his summary dismissal and, consequently, the effective date of termination of his employment was 29 July 2024.
14. The claimant was sent a letter (dated 31 July 2024) confirming his dismissal and this erroneously stated that the final date of his employment was 31 July 2024.
15. Thus, the primary limitation period for the claimant to present his claims of unfair dismissal and unauthorised deduction of wages/breach of contract was 28 October 2024.

16. Acas was notified on 10 January and the early conciliation certificate was issued on 15 January 2025.
17. The claimant's claim was presented on 10 February 2025 and was therefore three months and two weeks late.
18. The claimant provided a document titled "Further and Better Particulars of Claim" on 13 June 2025. It appears that the claimant's son drafted this for the claimant but he adopted it before me. That document references jurisdiction and time limit. In addition, the claimant prepared a witness statement for this hearing and that is dated 15 March 2026.
19. Following dismissal on 1 August 2024, the claimant contacted the Acas helpline and had a 23 minute and 15 second call. A number of propositions were put to the claimant with which he agreed. The claimant agreed that he called as he felt badly treated; that he felt the decision unfair; that he thought sick pay was still owing; and that he thought he had been treated unfairly. The claimant agreed with the proposition that the purpose of the call was for him to get information about his rights. The claimant told me that he discussed what happened to him with Acas, highlighted the false accusation made against him and the fact that he had not been paid sick pay. The claimant agreed with the proposition that he was told that he had a right to bring a claim of unfair dismissal and for sick pay in the employment tribunal. The claimant stated that he did not remember if he was told about the time limit referencing that he was in shock and upset.
20. In my judgment, it is improbable that Acas would not have told the claimant about the three month primary time limit when discussing his right to bring a claim for unfair dismissal. I find that the claimant probably was told about the three month time limit in that call.
21. On 5 August 2024 the claimant appealed against his dismissal.
22. On 20 August 2024 the claimant had an appeal hearing and was told orally that the appeal had failed.
23. Whilst the claimant was told that the appeal outcome would be confirmed in writing, I find that the claimant knew that the appeal had not been successful on 20 August 2024. The claimant did send emails chasing up the appeal outcome letter on 27 August, 10 September and 23 September 2024 and did not receive a response.
24. The claimant agreed that he was sent his P45 around August 2024.
25. In his second witness statement the claimant seeks to advance that he was waiting for the outcome of his appeal before presenting a claim. I reject that argument. Whilst that may be a plausible reason as long as there is a chance that the appeal may succeed, the claimant was aware that the appeal had failed.
26. The claimant was job hunting during this period and was offered two roles in August/September 2024. Unfortunately, he could not take up those roles due to the fact that he had less than one year remaining on his passport.
27. The claimant did obtain alternative employment at Heathrow on 9 December

2024. In his statement dated 13 June 2025 he puts it as follows:-

“It was only after securing new employment at ICTS Security at Heathrow and passing all security clearances that I realised the seriousness of the injustice. I learned that a genuine Heathrow security breach (Code 97) would have resulted in a six year ban – yet I was allowed back to work, undermining the basis of Sodexo’s stated reason for dismissal.”

28. That, in my judgment, was the catalyst for the claimant to initiate his claim to the employment tribunal. However, it was not crucial information for him to bring a claim. The claimant had known all along that he had been dismissed for a breach of security and that he thought he was treated unfairly.
29. I find that stress and financial pressure were not good reasons for delaying bringing his claim.
30. As it is, the claimant delayed a further month after discovering the security position on 9 December 2024 until contacting Acas on 10 January 2025. That is a further delay of one month.
31. Thereafter, the claimant delayed over three weeks between 15 January 2025 and 10 February 2025 before issuing his claim. However, it may be that he was misled by the comment on the covering email sending him the Acas early conciliation certificate which stated that he had another 30 days to present his claim, having misunderstood the reference to it being limited to circumstances where he had contacted Acas within the primary limitation period.
32. I have found that the claimant was probably aware of the three month time limit. Even if he was not, given his ability to access advice from the Acas helpline, I find that any ignorance of the three month time limit was unreasonable.
33. For the above reasons, I find that it was reasonably practicable for the claimant to have presented his claims for unfair dismissal and unauthorised deduction of wages/breach of contract within time. Consequently, his claim is out of time and must be dismissed as there is no jurisdiction to hear it.

Approved by:

Employment Judge Alliot

Date: 6 May 2026

JUDGMENT SENT TO THE PARTIES ON

7 May 2026

FOR THE TRIBUNAL OFFICE

Notes

Summary reasons for the judgment having been given orally at the hearing, summary or full written reasons will not be provided unless a request was made by either party at the hearing or a written request is presented by either party within 14 days of the sending of this written record of the decision. If full written reasons are provided they will be placed online.

All judgments (apart from judgments under Rule 51) and any full written reasons for the judgments are published, in full, online at <https://www.gov.uk/employment-tribunal-decisions> shortly after a copy has been sent to the claimants and respondents.

If a Tribunal hearing has been recorded, you may request a transcript of the recording. Unless there are exceptional circumstances, you will have to pay for it. If a transcript is produced it will not include any oral judgment or reasons given at the hearing. The transcript will not be checked, approved or verified by a judge. There is more information in the joint Presidential Practice Direction on the Recording and Transcription of Hearings and accompanying Guidance, which can be found here:

www.judiciary.uk/guidance-and-resources/employment-rules-and-legislation-practice-directions/