



EMPLOYMENT TRIBUNALS

Claimant: Ms Ayesha Bhattacharjee
Respondent: Wootzano Limited
By: Employment Judge C H O'Rourke

By way of written representation

DECISION ON RECONSIDERATION APPLICATION

The Respondent's application of 13 October 2025 for reconsideration of the Judgment of 16 July 2025 is granted in part, subject to Rule 68 of the Tribunal's Rules of Procedure 2024 and the Judgment is therefore varied, as set out below and as contained in an amended Judgment of same date.

REASONS

1. Respondent's application. The Judgment of 16 July 2025 not having been sent to the Respondent until 8 October 2025, its application is within the time limit set in Rule 69. That application was provided to Employment Judge O'Rourke on 1 December 2025. Briefly, the application is summarised as follows:
 - a. That account was not taken in the Judgment of a sum of £1000 paid by the Respondent to the Claimant on 7 February 2025, reducing her award for unlawful deduction of wages by that sum.
 - b. That she is not entitled to a week's pay in lieu of notice, on the basis that the wages due to her for February 2025 already include that notice period.
 - c. That the Respondent was entitled to dismiss the Claimant without notice due to gross misconduct on her part, which issue was 'ignored' by the Tribunal.
 - d. That the Respondent was contractually entitled to 'set-off' deductions from the Claimant's wages and therefore no sums are 'properly payable' to her due to her 'neglect and dishonesty'.

e.

That the Claimant committed a 'procedural irregularity' by allegedly giving evidence from India, in breach of the Presidential Guidance on that matter, thus depriving the Respondent of a 'fair and lawful hearing'.

2. Claimant's response. The Claimant responded to that application (undated) stating, in summary, the following:
 - a. That she had included receipt of the £1000 in her calculation of loss and that this matter was not challenged by the Respondent at the Hearing.
 - b. The Tribunal considered and rejected the allegation of gross misconduct against her and therefore she is due one week's pay in lieu of notice.
 - c. The Tribunal also considered the Respondent's 'set-off' argument but concluded that no lawful deductions or set-off were established. In any event, the Respondent failed to provide evidence of any monies owed to them subject to the contract.
 - d. The allegation that she gave evidence from outside the UK is false and was not raised in the Hearing.
 - e. The Respondent's application is an abuse of process and a clear attempt to delay payment of a valid award.
3. Format of Reconsideration Procedure. Neither party having requested a hearing, I consider, subject to Rule 70(3) and (4) that one is not necessary in the interests of justice and that therefore I shall deal with this matter by way of written submissions only.
4. The £1000 payment. Neither party mentioned, at the Hearing, the inclusion of this sum in the calculation of monies owed to the Claimant. The Claimant did give evidence as to the promise made to her by Mr Syed that such a sum would be paid to her, to help with her rent, but she was not asked to confirm whether in fact such sum was ever paid. She now refers to her schedule of loss [document 14] which in fact records that she was paid it, on 7 February 2025 and she gave credit for that payment in her assessment of loss in that document. She did not, however, raise this matter in the Hearing. I find therefore that as there was evidence available to me at the Hearing, but to which I was not referred, indicating payment of the £1000 to the Claimant that it would therefore be just and equitable to deduct that payment from the sums due to the Claimant from the Respondent. The award in respect of unlawful deduction from wages will therefore be varied to reduce it by £1000, to £9004.
5. Whether the Wages due to the Claimant for February 2025 included her notice entitlement. The Claimant's undisputed evidence was that she was summarily dismissed on 20 February 2025, without notice and as already found, she is therefore entitled to payment in lieu of notice of one week. The Respondent has also, however, been ordered to pay her her full wages for

- the month of February 2025, which would, therefore logically include the final week of that month and therefore the equivalent of a week's pay in lieu of notice. Despite this matter not being raised by the Respondent at the Hearing, it is again, I consider, just and equitable, to avoid a 'double-payment' to the Claimant for that final week, to further reduce the award for unlawful deductions from wages by one week's pay, by £577.15, from £9004, to £8,426.85.
- 6.

- Dismissal without Notice due to Gross Misconduct. This issue was not 'ignored' by the Tribunal, but was duly considered and dismissed, in the absence of any worthwhile evidence from the Respondent of such misconduct, in particular contemporaneous documentation to that effect.
- 7.

- 'Set-Off' Deductions from the Claimant due to 'neglect and dishonesty'. The relevant clauses in the contract were considered, but as stated in the Judgment, beyond mere assertions by Dr Syed, no worthwhile evidence was provided by the Respondent as to any contemporaneous documentary record of such 'neglect and dishonesty' on the Claimant's part that would justify a lawful deduction from wages, or of how any such alleged losses were quantified. The true reason the Claimant was not paid was as stated in the Response - the Respondent, having lost a contract, could not afford to pay her (and her colleagues') wages and thus sought to 'defer' them.
8. The 'after the event' efforts by the Respondent to now deny that liability are spurious.

Procedural Irregularity in the Giving of Evidence from Abroad. The Claimant denies that she gave evidence from outside the UK and there was no evidence before me to the contrary, either at the hearing, or in the Respondent's application. In any event, in **Raza v Secretary of State for the Home Department [2023] EWCA Civ 29, CA**, the Court of Appeal rejected the argument that failure to obtain permission to take evidence from the territory of a foreign state rendered proceedings under the Nationality, Immigration and Asylum Act 2002 a nullity. In that case, the appellant argued that his immigration hearing in the First-tier Tribunal (Immigration and Asylum Chamber) and the Upper Tribunal (Immigration and Asylum Chamber) was conducted unlawfully and unfairly because he participated by video link from Pakistan and there was no evidence that the authorities in Pakistan had given permission. The Court of Appeal held that nothing in the 2002 Act has the effect that the lawfulness of proceedings under it depends on the obtaining of permission from a foreign state. It took into account that the Act expressly requires some appeals to be made from, and some to be continued from, abroad. While **Agbabiaka (Evidence from Abroad, Nare Guidance) [2021] UKUT 286, Upper Tribunal (Immigration and Asylum Chamber)** suggests that a hearing conducted in such a way without the relevant permission might be contrary to the public interest because of its potential to damage international relations, and thus contrary to the interests of justice, that does not necessarily mean that the proceedings are unlawful. The Court accepted the Secretary of State's submission that the sanctions for such conduct are diplomatic, not legal.

9. Conclusion. As set out above, I consider that, in the interest of justice, parts of the Respondent's application succeed, with those elements of the Judgment being varied, as set out in the amended Judgement of same date.

Employment Judge O'Rourke

Date: 18 December 2025