EMPLOYMENT TRIBUNALS

Claimant: Mr Baig

Respondent: Consortio Security Limited

Heard at: London South (via CVP) **On:** 27 May 2026

Before: Employment Judge Murdoch

Representation
Claimant: Mr Jotangia, counsel
Respondent: Mrs Barnett, legal executive

JUDGMENT

1. JUDGMENT on liability was sent to the parties on 24 March 2026, followed by written reasons.

2. This judgment concerns remedy only.

3. In respect of the judgment that the Claimant was unfairly dismissed, the Respondent is ordered to pay the Claimant **£38,744** within 14 days of receiving this judgment. I have calculated this figure as follows:

    a. **A Basic Award of £20,730**, calculated as follows:

        i. An effective date of termination (EDT) at which the Claimant was aged 65;
        ii. A continuous period of employment exceeding 20 years, capped at the statutory maximum of 20 years' service;
        iii. A gross weekly wage of £691 (the cap at EDT was £700); and
        iv. Therefore, 20 years × 1.5 × £691 = £20,730.

    b. **A Compensatory Award of £18,014**, calculated as follows:

        i. Loss of statutory rights: £500
        ii. Loss of earnings (58.7 weeks at a net weekly loss of £576): £33,811
        iii. No award for future losses
        iv. Total of £34,311
        v. Less a 50% reduction pursuant to the principles in *Polkey v AE Dayton Services Ltd*: £17,156

vi. Plus a 5% uplift for failure to comply with the relevant ACAS Code of Practice: £858
vii. Total Compensatory Award: £18,014

4. The recoupment regulations do not apply as the Claimant has not received any State benefits.

REASONS

The hearing

I heard the claim on 27 May 2026 at a remote hearing. I was provided with a hearing bundle comprising 147 pages, which included an updated schedule of loss. I was also provided a witness statement from the Claimant. The Claimant also gave evidence and was cross-examined. I considered the Respondent's written submissions, and both parties oral submissions. Having adjourned briefly to deliberate, I then delivered my judgment orally.

Remedy

Unfair dismissal: basic award

The basic award is **£20,730**, calculated as follows:

(a) The Claimant's gross weekly pay was £691, comprising gross weekly pay of £674 together with pension contributions of £17. This was below the statutory cap applicable at the effective date of termination, namely £700 per week.

(b) The appropriate multiplier was 30, the Claimant being aged 65 at the effective date of termination and having accrued 26 years' continuous service.

(c) Accordingly, the calculation is: £691 × 30 = £20,730.

Unfair Dismissal: Compensatory Award

Statutory rights

In respect of loss of statutory rights, I award the Claimant the sum of £500, as claimed. This figure was not disputed by the Respondent, and I see no basis upon which it should be reduced.

Past loss of earnings

In respect of past loss of earnings, I award the sum of £33,811. I have calculated this loss for the period from 11 April 2025, the Claimant having been paid notice pay until 10 April 2025, to the date of this remedy hearing, namely 27 May 2026. This represents a period of 58.7 weeks.

I have adopted a net weekly figure of £576, comprising net weekly pay of £559 together with pension contributions of £17. The calculation is therefore 58.7 × £576 = £33,811.

Period to October 2025: My reasons in relation to the period up to October 2025 are as follows.

(a) Whilst the Respondent offered the Claimant three other roles within its business, the Claimant reasonably declined the roles on the basis that the Beckton role would involve a commute of more than two hours each way and would therefore not be viable due to the distance and associated travel costs. And the other two jobs were seasonal, flexible, or zero-hours assignments. I already found in my liability judgment that a reasonable employer would have made greater efforts to enable the Claimant to continue working within the business. For example, the Respondent could have identified client sites within a reasonable commuting distance of the Claimant's home and explored whether any employees at those locations might have been willing to move sites on a voluntary basis. I will not penalise the Claimant here for declining unsuitable alternatives.

(b) I accept the Respondent's contention that, save for one exception, the Claimant did not actively seek alternative employment from January 2025, being the effective date of termination, until October 2025. The exception was contact with Comprehensive Security on 21 May 2025 in relation to available security work.

(c) However, I find that the reason the Claimant did not seek employment during this period was because he was unwell. Accordingly, I do not reduce the award for any failure to mitigate during this period.

(d) The Claimant produced evidence of repeated fit notes issued by his GP, certifying him unfit for work due to work-related stress from September 2024 until April 2025.

(e) The Claimant's medical records further show that, in April 2025, his GP referred him to IAPT (Improving Access to Psychological Therapies) services, including therapies such as CBT.

(f) In September 2025, a letter from Eversley Medical Centre recorded that the Claimant was suffering from anxiety and depression, had recently commenced antidepressant medication, and was undergoing weekly therapy sessions.

(g) The Claimant also produced evidence that he had been booked to attend an employment support meeting with an NHS employment and career coach on 16 September 2025.

(h) Whilst I accept the Respondent's submission that the Claimant's medical records demonstrate episodes of anxiety and/or depression in 2005, 2008, 2009 and 2010, I find that those matters are historic, being more than 16 years old. I accept the Claimant's evidence that the anxiety and depression recorded in his medical records and fit notes during 2024 and 2025 were caused by the loss of his 26 year long employment with the Respondent.

Period from October 2025: In relation to the period from October 2025 onwards, I find that, once the Claimant felt able to seek alternative employment, he did so. Examples include applications for roles such as Retail Security Guard on 9 October 2025, Door Supervisor on 3 November, Night Warden on 3 November, and Door Supervisor on 15 October. The Claimant also made a further approach to Comprehensive Security on 21 November 2025 in relation to available security work.

The Respondent accepts that the Claimant was actively seeking alternative employment from October 2025 onwards. Accordingly, it is not disputed that the Respondent has failed to demonstrate any failure by the Claimant to mitigate his losses from that date onwards.

Future loss of earnings

I make no award for future loss of earnings. In reaching that conclusion, I have taken into account the Claimant's age at the date of this hearing, namely 67. The Claimant was dismissed on 17 January 2025 and, by the date of this hearing on 27 May 2026, had been out of work for approximately 17 months. I have already awarded compensation for the entirety of that whole period.

However, I find that the Claimant ought reasonably to be able to obtain alternative employment from this point onwards. I have not been provided with substantial documentary medical evidence demonstrating that the Claimant is prevented from obtaining alternative employment, nor with labour market evidence supporting an extended future loss claim. The Claimant's assertion that loss would continue until the age of 72 is speculative and unsupported by sufficient evidence. In the absence of cogent medical or labour market evidence demonstrating an ongoing inability to work or a continuing loss extending into the future, I do not consider an award for future loss of earnings to be just and equitable in these circumstances.

Further, whilst the Claimant had more than 26 years' service, I found in my liability judgment that there was a 50% chance that the Claimant's employment would have terminated in any event. That finding undermines any assumption that the Claimant would necessarily have remained in long-term employment with the Respondent.

Polkey Reduction

I wish to clarify the findings set out in my liability judgment. Had the Respondent properly investigated the client's complaint, made appropriate efforts to persuade the client to permit the Claimant's return to site, and taken greater steps to secure alternative employment for the Claimant within the business, I nevertheless find that there remained a 50% chance that the Claimant would have been dismissed in any event.

Accordingly, pursuant to *Polkey*, I reduce the compensatory award by 50%, reducing it from £34,311 to £17,156.

ACAS Uplift

As set out in my liability judgment, I further found that the compensatory award should be uplifted by 5% as a consequence of breaches of the ACAS Code of Practice.

Applying that uplift increases the award by £858, resulting in a total compensatory award of £18,014.

Summary of Compensatory Award

The Respondent is therefore ordered to pay the Claimant a compensatory award of £18,014, calculated as follows:

(a) £500 for loss of statutory rights;
(b) £33,811 for past loss of earnings;
(c) no award for future loss of earnings;
(d) a 50% *Polkey* reduction, reducing the award to £17,156; and
(e) a 5% ACAS uplift, increasing the award to £18,014.

Just and equitable in the round

Taking the basic award of £20,730 together with the compensatory award of £18,014, I am satisfied that the total award of £38,744 is just and equitable in the circumstances and represents loss attributable to the Respondent’s actions.

Approved by:

Employment Judge Murdoch

27th May 2026

JUDGMENT SENT TO THE PARTIES ON
28th May 2026

FOR THE TRIBUNAL OFFICE

Note
Reasons for the judgment having been given orally at the hearing, 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.