



EMPLOYMENT TRIBUNALS

Claimant: Mr Sarath KS

Respondent: Dr Anwar Ansari

Heard at: London South (in public, by CVP)

On: 22 January 2026

Before: Employment Judge Tsamados

REPRESENTATION:

Claimant: In person

Respondent: No Response entered, did not attend

WRITTEN REASONS

These are the reasons for the Judgment which was sent to the parties on 6 February 2026. They have been requested by the respondent. The reasons are fuller than those given orally at the hearing but do not contain any material differences.

Background

1. By a claim form presented to the Employment Tribunal on 2 August 2025, following a period of early conciliation between 23 May and 4 July 2025, the claimant brought a complaint of unauthorised deductions from wages against the respondent, Dr Anwar Ansari.
2. On 4 August 2025, the parties were sent notice of the claim and of the date of today's hearing. This was sent to the respondent's address given on the claim form. The letter advised the respondent that if he wished to defend the claim he had to complete a response form and submit it to the Tribunal by 1 September 2025.
3. No response was received from the respondent.
4. On 23 December 2025, the Tribunal wrote to the claimant querying the respondent's name, given that his claim form mentioned the name of a company called AA Homes.
5. By a separate letter also sent on 23 December 2025, the Tribunal wrote to the respondent, cc the claimant, warning him that in the absence of a response, a Judgment may now be issued. The letter also explained that he was entitled to receive notice of any hearing but may only participate to the extent granted by

the Employment Judge who hears the case. In fact by that date the notice of hearing had already been sent out.

6. On 25 December 2025, the claimant sent an email to the Tribunal, cc the respondent, in which he confirmed that he was never provided with a written contract, offer letter, payslip, or confirmation of which legal entity employed him and that all interviews, work instructions, and daily supervision were given directly by Dr Ansari, who acted as the controlling individual. His email then gave some information as to where he worked and Dr Ansari's involvement with a number of different limited companies: AA Homes and Housing Ltd; and Metropolitan Croydon Ltd. In addition, the claimant's email corrected his employment dates as being from 3 April to 16 April 2025. His email attached his schedule of loss, witness statement and a bundle of documents.
7. No response was received from the respondent to this correspondence.

Documents

8. I had before me the claimant's witness statement consisting of 2 pages, his bundle consisting of 20 pages and his schedule of loss consisting of 2 pages. I also had the Tribunal's case file.

Issues

9. This is a complaint of unauthorised deductions from wages under section 13 of the Employment Rights Act 1996.
10. The key issue is to determine what amount of wages were properly payable to the claimant and what did he receive. If there is a shortfall between these two amounts, then was any deduction (ie non-payment) required or authorised by statute or by a prior notified written term of the contract or written notice. Finally, what should be awarded to the claimant as compensation.
11. In addition, under section 38 of the Employment Act 2002, if the claimant is successful in his claim, I need to consider whether, when the proceedings were begun, the respondent was in breach of his duty to give the claimant a written statement of employment particulars or of a change to those particulars pursuant to sections 1 and 4 of the Employment Rights Act 1996.
12. This can result in an award of either two or four weeks' gross pay. If there is a breach, then the first question is, are there exceptional circumstances that would make it unjust or inequitable to make the minimum award of two weeks' gross pay as compensation to the claimant. If not, the Tribunal must award two weeks' pay and may award four weeks' pay. Finally, the question is would it be just and equitable to award four weeks' pay.

Today's hearing

13. I commenced the hearing at 2.07 pm. The claimant was present but there was no appearance by the respondent.

14. In the circumstances, I decided to proceed with the hearing and took the view that if the respondent had good reason for not presenting a response and not attending the hearing, then I have no doubt he will write in challenging any adverse decision that I reach.

Findings

15. I decided all the findings referred to below on the balance of probability, bearing in mind the burden of proof is on the claimant, and having considered all of the evidence before me. Any failure to mention any specific part of the evidence should not be taken as an indication that I failed to consider it.
16. In early April 2025, the claimant was contacted by the respondent, who interviewed him and offered him work. There was no written contract, no offer letter and no payslips were ever provided.
17. The claimant was instructed to attend work at Premier House in Croydon, usually commencing work at 9:30 am. He worked on the first floor of the building alongside approximately five or six other members of staff.
18. He carried out office duties, IT support and property-related tasks, following instructions directly given to him by the respondent. He was provided with equipment and tools to undertake his work by the respondent. He only ever had contact with the respondent.
19. The claimant was required to work eight hours a day, 40 hours a week. He worked from 3 to 16 April 2025 completing a total of 52 hours' work. He was asked to and did sign attendance records and includes photographs of these in his bundle of documents.
20. The claimant resigned due to a mismatch between the role he was offered and the tasks that he was given to undertake. Despite being taken on as an IT Assistant, he was assigned office and property-related tasks, including managing Zoopla enquiries and resolving IT issues at letting properties.
21. When he enquired about payment of his wages, he was told that he had been working an "internship" or was "training", although he was not informed of this when he was taken on and he had an expectation that he would be paid.
22. His claim is payment for 52 hours work at the National Minimum Wage rate that was in force at that time at the rate of £12.21 gross per hour. This amounts to £634.92 gross.

Conclusions

23. Whilst the respondent is a director of two limited companies, I find that all of the claimant's dealings were with the respondent and not with any limited company. I therefore reach the conclusion that the respondent employed the claimant.

24. I do not accept the respondent's assertion to the claimant that he was an unpaid intern or trainee. The claimant was taken on unaware of this assertion and had the expectation that he would be paid for his work. I find that he was entitled to be paid and in the absence of any agreement as to the amount this has to be by statute at least the level of the National Minimum Wage. The fact that he was not paid anything and there is no explanation as to why that non-payment is authorised by statute means that the claimant has suffered unauthorised deductions from wages for the period of his employment.
25. I conclude that the claimant is entitled to be paid £634.92 gross in respect of the 52 hours that he worked for the respondent at the level of the National Minimum Wage of £12.21 per hour gross. This is the statutory minimum entitlement to hourly pay and I find that this was properly payable to him. This comes to a total of £634.92.
26. At the time that the claimant presented his claim form, he had not been provided with written particulars of his terms of employment by the respondent as required by section 1 of the Employment Rights Act 1996. Had the respondent provided him with such a document then the claimant would have known the identity of his employer if it was any one other than the respondent and also the amount of his wages, as well as the notice requirements to terminate his employment.
27. In the circumstances, I find it just and equitable to award two weeks' pay as compensation for this failure. Given that this sum comes to more than the claimant will receive for his unauthorised deductions from wages and that he was only employed for 52 hours, I did not believe it to be just and equitable to award four weeks' pay.
28. I therefore award the claimant the additional sum of £976.80 gross in respect of two weeks' pay calculated at 40 hours per week multiplied by £12.21 per hour. This award is made under section 38 of the Employment Act 2002 and is compensation for the failure by the respondent to provide him with written particulars of employment at the start of his employment.
29. The total award of compensation payable to the claimant by the respondent is £1611.72 gross.

Employment Judge Tsamados
Date: 29 May 2026

Sent to the parties on:
Date: 4 June 2026

Notes

All judgments (apart from judgments under Rule 51) and any 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 at www.judiciary.uk/guidance-and-resources/employment-rules-and-legislation-practice-directions/