



EMPLOYMENT TRIBUNALS

Claimant: Mr Obafunsho Bajomo

Respondent: Shelgate Ltd

Heard at: Watford Employment Tribunal **On:** 30 April 2026

Before: Employment Judge Young

Representation

Claimant: Litigant in person

Respondent: Mr Manoj Kumar (Director of the Respondent)

JUDGMENT

1. The complaint of unauthorised deductions from wages is well-founded. The Respondent made an unauthorised deduction from the Claimant's wages in the period 1- 28 February 2025.
2. The Respondent shall pay the Claimant £8166.66, which is the gross sum deducted. The Claimant is responsible for the payment of any tax or National Insurance.
3. The complaint of breach of contract in relation to notice pay is well-founded
4. The Respondent shall pay the Claimant £5,049.42 as damages for breach of contract. This is the net value to the Claimant of the due amount.

REASONS

Introduction

1. The Claimant was employed by the Respondent, a company that provides employees in IT services as a Development Ops Engineer, from 18 September 2024 until 10 March 2025. Early conciliation started on 22 April

2025 and ended on 13 May 2025. The claim form was presented on 2 June 2025.

Hearing

2. The Respondent had sent the Employment Tribunal an email dated 14 April 2026 indicating that they wished to make a counterclaim. The Respondent had not ticked the box for making a counterclaim on the response form neither was the matter listed for the Employment Tribunal to deal with the matter as a counterclaim. In those circumstances, I told the Respondent that I could not deal with their defence as a counterclaim. The Respondent stated that it was fine and they would take it to the county court.
3. I pointed out to the Respondent that they had failed to comply with the Employment Tribunal's order dated 4 October 2025 that they *"No later than 7 days before the final hearing, the respondent shall send to the tribunal and claimant by email a bundle in PDF format containing electronic copies of both sides' documents. The bundle shall be divided into 2 sections with the claimant's documents in the first section and the respondent's in the second. Each section of the bundle shall be assembled in date order. Alternatively, the parties may agree a single joint bundle and/or the removal of one copy of any duplicate document. If an index is provided it should correspond to the electronic numbering within the PDF."* The Respondent sent the Employment Tribunal 26 emails with innumerable attachments with no index or way of identifying the documents other than to open the email and the attachments. Some emails didn't have any dates on them and didn't look like they had been sent to anyone. The Claimant sent his documents, which included 25 numbered attachments that allowed you to identify what the attachment was without opening the attachment. The Respondent apologised for not complying with the Employment Tribunal's order. Mr Kumar's explanation for why he did not comply with the order was in essence that he had not got around to complying with the order. I explained to the Respondent that if he wished to refer to documents and wanted me to see those documents, he would need to share those documents with the Claimant and me on CVP; otherwise, I would not see the documents, as I found it too difficult to navigate his emails within the time that I had, and it was not in accordance with the overriding objective. Mr Kumar agreed to this.
4. I had a witness statement from both the Claimant and Mr Kumar and I heard oral evidence from both the Claimant and Mr Kumar. Both parties were given an opportunity to make submissions, which I considered in my decision.

Claims & Issues

5. The Claimant presented an unlawful deductions of wages claim for wages in February 2025 and a wrongful dismissal claim for 4 weeks' notice pay.

Findings of Fact

6. The following findings of fact are made on a balance of probabilities.

7. I have had careful regard to all the evidence that I have heard and read. It is not necessary for me to rehearse everything that I was told in the course of this case in this judgment, but I have considered all the evidence in the round in coming to make my decision.
8. The Claimant was employed as a Development Ops Engineer, from 18 September 2024 until 3 March 2025, to essentially work for a client. The Claimant's contract of employment was signed on 16 September 2024 and the Claimant accepted that his employment relationship was governed by that contract of employment. The Claimant's contract of employment was not for a limited period and was permanent.
9. The Claimant's contract of employment stated at clause 7 that *"You will be paid a Salary of GBP 98000.00 per Annum and £10000.00 Bonus Annually and is based on 20 working days in month which will be paid as monthly salary in arrears by credit transfer or any other method acceptable to the Company in accordance with the Company's normal payroll procedures. The days you not work salary will be calculated on pro rata basis."*
10. Clause 2.1 of the Claimant's contract of employment states *"Your initial employment with the Company as Engineer is subject to a probationary period of 3 months. During this period the Company will assess and review your work performance. The Company reserves the right to extend your probationary period (in which case you will be notified in writing)."*
11. The Claimant completed his probation on 18 December 2024, which was 3 months from the start of the contract. Mr Kumar gave evidence that the Claimant's probation ended on 31 December 2024 and that it was subject to confirmation of completion in writing. He said that this confirmation requirement was contained in a company handbook. However, Mr Kumar had not disclosed this company handbook and the Claimant's evidence, which I accept was that he had never received this company handbook. Mr Kumar said that it was because the Claimant's probation had not been confirmed that he extended the Claimant's contract for 1 month, and this was notice of termination. I do not accept Mr Kumar's evidence; there is nothing in the contract of employment that refers to confirmation of probation. The clause on probation suggests that the passage of time ends the probation unless the Respondent exercises their right to terminate the employment or extend the probationary period in writing.
12. The Claimant's contract of employment stated at clause 10:2 *"On completion of your Probationary Period, you will be required to give four weeks' written notice in case you decide to leave the services of the Company. Similarly, the Company can terminate your services by giving four weeks' written notice."*
13. Mr Kumar referred to an email sent to the Claimant dated 31 December 2024, which states *"as per discussion yesterday your contract has been extended for one month while figuring out the budget for next year. Pls confirm"*. The Claimant responded the same day, stating, *"I confirm I accept the extension"*. Mr Kumar did not purport that this email was an extension of probation, but that this was the Respondent giving notice of termination of employment. Mr Kumar was not able to explain why the words notice or

termination were not used in the email. I do not accept Mr Kumar's evidence on this.

14. I prefer the Claimant's evidence that this email arose as a result of a discussion about the continued work available from the client called 'Sita' that the Claimant had been employed to do work for, and that the extension was in relation to that work. I find that the reference to 'budget' supports the Claimant's version of events, as budget is a reference to the client's budget and whether they can continue to afford to pay the Respondent for the Claimant's services. I find that this email does not amount to a notice of termination at all. Mr Kumar's admission that he had not done the preparatory work to end the Claimant's employment in January is also evidence of this.
15. I accept the Claimant's evidence that at the end of January, there was a conversation about what work was available for the Claimant to do. The Claimant says he was told that the Respondent had no work to offer him at Sita. I accept that the Claimant had been told that there was other work available that the Respondent had and that the Claimant was available for work. The Claimant's evidence was that he could not remember if there was communication between himself and the Respondent in February 2025. Mr Kumar was adamant that there was no communication, and this was evidence that the Claimant knew that the contract of employment had ended. I accept Mr Kumar's evidence on this. The Claimant admitted that by 3 March 2025, he knew he had been fired. I find that the Claimant knew that the work he was employed to do had dried up, and so there would be no work unless the Respondent could find him an alternative. The Claimant did not contact the Respondent as the Claimant recognised that there had been no written notice to terminate his employment by the Respondent, and he had a right to written notice. It was therefore in his interests to ignore the opaque circumstances until he needed to do anything about it. The Claimant stated that he started asking for his P45 in March as he needed it for the child maintenance services. I accept the Claimant's evidence on this.
16. Mr Kumar admitted that he had asked his payroll company to terminate the Claimant's employment. The Respondent had already decided to dismiss the Claimant at this point before receiving the request from the Claimant for his payslip and had issued instructions to pay the Claimant his last payslip. I find that it was during February that the Respondent, having no work for the Claimant, informed the third party payroll company that the Claimant's employment was at an end. However, as this was past the payroll date in February 2025, the payroll company could not include the Claimant's holiday payments and termination payment in the February payroll and so had to terminate the Claimant's employment in March 2025. The Respondent issued a P45 stating that the Claimant's leaving date of employment was 3 March 2025. I do not consider that the Claimant resigned his employment by asking for his P45 on 3 March 2025.
17. It was only on 10 March 2025 that Mr Kumar emailed the Claimant to confirm that he would receive his last payslip and P45. I find that this email indicated to the Claimant in writing that his employment had been terminated. The Claimant was paid in arrears, so the Claimant's payslip for February contained his pay for work done in January 2025. The Claimant's payslip for March 2025 was for £767.40, which was for holiday entitlement.

The Claimant received his P45 on 11 April. I find that the Claimant's effective date of termination was 10 March 2025. I apologise I stated the wrong date of the effective date of termination in my oral reasons as the 3rd March rather than 10 March.

18. I find that the Claimant was never given written notice of termination of employment and was not paid for his notice period or paid for the month of February 2025.

The Law

Unlawful deduction of wages

19. The general prohibition on deductions from wages is set out at s.13 Employment Rights Act 1996 ("ERA 1996"), which provides, as far as is relevant:

"

(1) An employer shall not make a deduction from wages of a worker employed by him unless –

- (a) The deduction is required or authorised to be made by virtue of a statutory provision or a relevant provision of the worker's contract, or*
- (b) The worker has previously signified in writing his agreement or consent to the making of the deduction.*

(2) In this section "relevant provision" in relation to a worker's contract, means a provision of the contract comprised –

- (a) In one or more written terms of the contract of which the employer has given the worker a copy on an occasion prior to the employer making the deduction in question, or*
- (b) In one or more terms of the contract (whether express or implied and, if express, whether oral or in writing) the existence and effect, or combined effect, of which in relation to the worker the employer has notified to the worker in writing on such an occasion.*

(3) Where the total amount of wages paid on any occasion by an employer to a worker employed by him is less than the total amount of the wages properly payable by him to the worker on that occasion (after deductions), the amount of the deficiency shall be treated for the purposes of this Part as a deduction made by the employer from the worker's wages on that occasion."

20. By section 27 ERA 1996, 'wages' means any sums payable to the worker in connection with his employment and covers any fee, bonus, commission, holiday pay or other emolument referable to the employment.

21. For a payment to fall within the definition of wages properly payable, there must be some legal entitlement to the sum in question (New Century Cleaning Company Limited v Church [2000] IRLR 27, CA). To determine whether any sum is properly payable to an employee as part of an unlawful deduction from wages claim, the Tribunal can resolve any dispute as to the

meaning of the contract relied on (Agarwal v Cardiff University and anor [2018] EWCA Civ 2084).

22. A claim under section 23 ERA 1996 for unauthorised deductions from wages must be submitted to the tribunal before the end of the period of three months beginning with the date of payment of the wages from which the deduction was made.

Wrongful dismissal

23. The Employment Tribunals Extension of Jurisdiction (England and Wales) Order 1994 article 3, provides that *“Proceedings may be brought before an [employment tribunal] in respect of a claim of an employee for the recovery of damages or any other sum (other than a claim for damages, or for a sum due, in respect of personal injuries) if- [....]*

(c) the claim arises or is outstanding on the termination of the employee's employment.”

24. The EAT in Brown v Southall & Knight [1980] ICR 617 clarified that summary dismissal takes place when the employee reads the communication of the dismissal or has a reasonable opportunity to read it.

Analysis & Conclusions

25. I found that the Claimant was available for work in February 2025. The Respondent had not given the Claimant notice, and the Respondent was contractually obliged to offer the Claimant work, which they did not. I conclude that the Claimant was entitled to be paid until this date. The Claimant's claim was for unpaid salary for the month of February 2025. The Respondent made reference in their response form to an overpayment to the Claimant. Mr Kumar referred in his witness statement to the Claimant owing the Respondent £1065 as a result of an advance from September 2024, however, the Respondent did not offer any documentary evidence in respect of this matter, and there was no mention of an advance on the Claimant's payslip in October 2024.
26. In those circumstances, I conclude that the Claimant was entitled to be paid £8166.66 (1 month gross salary) for unpaid wages for the month of February 2025.
27. The Claimant's effective date of termination was 10 March 2025. The Claimant was not given written notice of 4 weeks. The Respondent was contractually obliged to give written notice; they did not do so and ended the Claimant's employment on 10 March 2025. In those circumstances, the Claimant is entitled to 4 weeks' notice pay of £5049.42, which is a net amount. (£5470.21 (net monthly salary) x 12/ 52 x 4)
28. The Respondent is ordered to pay the Claimant a total of £13,216.08

Approved by:

Employment Judge Young

Dated: 5 May 2026

JUDGMENT & REASONS SENT TO THE PARTIES ON
4 June 2026

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FOR THE TRIBUNAL OFFICE

Notes

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.

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Recording and Transcription

Please note that if a Tribunal hearing has been recorded, you may request a transcript of the recording, for which a charge may be payable. 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:

<https://www.judiciary.uk/guidance-and-resources/employment-rules-and-legislation-practice-directions/>