



EMPLOYMENT TRIBUNALS

claimant: Mr I Tripodi

respondent: Hexaform Construction Limited

Heard at: Watford (by CVP)

On: 23 March 2026

Before: Employment Judge Price

Representation

claimant: In person

respondent: Mr C Mills, Litigation consultant

WRITTEN REASONS

1. These are the written reasons that follow the Judgment dated 23 March 2026.
2. The hearing of this claim was on 23 March 2026. Summary reasons were provided under rule 60 at the hearing. A Judgment was produced that day. The respondent wrote to the tribunal on 25 March 2026 and asked for full written reasons.
3. There has been some delay in producing these reasons. The reason for that is as follows. The Judgment was only sent to the parties on 23 May 2026, due to the pressure of workload on the administrative office. The request for written reasons was referred to myself, however I did not receive notification of this until 29 June 2026. These reasons were then produced after that notification was received.

Preliminary applications

Applications for new documentary evidence

4. The respondent uploaded a series of further documents to the tribunal portal the night before the hearing. I was informed that the claimant had also added

documents to the bundle late in the day and some of the new documents were in fact the claimants. I decided that given the bundle was fairly small (114 pages) and both parties had seen most documents in advance, these late additions could fairly be admitted as evidence. I gave both parties further time at the outset of the hearing to read the documentary evidence.

Applications for new witness evidence

5. The respondent applied for Mr Glowski to give evidence without a witness statement having been provided in advance of the hearing. The respondent also applied for three witness statements, which sent to the claimant and the tribunal the day prior to the hearing, to be admitted as evidence. Two of these witnesses, a Mr Merret and Mr Shettle, would not be available to give evidence. No reason was provided as to why they could not attend. The claimant objected to both applications.
6. The application for Mr Glowski to give evidence was refused. Directions were given for witness statements to be exchanged. There was no reason for the delay. It would be extremely prejudicial to the claimant, a litigant in person, and unhelpful to the tribunal, for witnesses to be allowed to give evidence were there was no prior notice of their evidence in chief. In order to mitigate the unfairness to the claimant, it was likely that this would necessitate an adjournment of the hearing on another day. This would not be a proportionate use of tribunal resources.
7. In respect of the other witnesses, contrary to the directions given the witness statements were only provided a very short time before the hearing. The claimant has not had a proper opportunity to seek evidence to rebut their content, in addition Mr Merret and Mr Shettle's evidence would not be tested by cross examination. In these circumstances, the application to admit Mr Merret and Mr Shettle's evidence, is refused on the basis it would cause unnecessary and significant prejudice to the claimant. The application to call Mr Mudda was allowed. He had attended the hearing and would be available to be questioned by the claimant and have his evidence tested through cross examination.

Unfair dismissal claim

8. The facts of the claim are fairly straightforward. It is agreed that Mr Tripodi was employed from May 2024. It is agreed he was dismissed. The respondent states that this dismissal was for gross misconduct. The claimant states that he was let go unfairly for another reason. I pause to state that as set out at the outset of this hearing I clarified that the claimant did not have two years for a claim for unfair dismissal and so there is no jurisdiction in the Tribunal to consider this claim.

Claims agreed by consent

9. At the outset of the hearing there were four claims. The parties very sensibly have managed to come to agreement on two of those claims, as a result I have issued a Judgment by consent in respect of holiday pay (the agreed sum was £1000). In respect of the unlawful deduction from wages, it was agreed that a sum of £2000 was owing and again, on that basis judgment was entered by consent.
10. I now turn to the contested claims.
11. There were a limited number of documents provided in evidence and I heard oral evidence from both the claimant and Mr Umesh Mudda, a director of the respondent's company. I took account of all evidence that was before me and the submissions made on behalf of the parties in forming my decision.

Notice pay

12. Both parties agreed that under the contract of employment four weeks' notice would be owing and that were the sum owing, it would be £4,000. However, the respondent disputed notice pay was owing on the basis that the claimant was dismissed for gross misconduct.
13. There was a paucity of documentary evidence before me. No dismissal letter was disclosed by the respondent. The contract of employment refers to the employment manual setting out disciplinary procedures. I did not have sight of this manual. Mr Mudda did not give any evidence as to a disciplinary procedure being followed, save that he sent the claimant a P45 as he had not attended work for a period of time.
14. The central dispute is whether or not the claimant left a new project he had been moved to, which was located in Rickmansworth, or if he was told to stay at home without pay, due to a downturn in work.
15. Mr Umesh Mudda, director for the respondent, gave evidence that the claimant had walked off site on 25 November 2024 after moving to a new site at Rickmansworth on 21 November 2024 as he did not want to work at the new site. He told the tribunal he sent a P45 to the claimant as he had not attended work. He also stated in evidence there was a conversation between him and the claimant during which he told the claimant that his accountant had told him, he could lay off the claimant by asking him to stay at home and not pay him. Mr Mudda did not know when that conversation happened but thought it was after 2 or 3 December 2024, when he had dismissed the claimant by sending him his P45.

16. The claimant recalls that this conversation took place prior to this, although he was not sure of the exact date. His evidence was that the conversation took place before he received the P45 and that this conversation is why he did not come to the site to work. He told the tribunal that he was told by Mr Mudda to stay at home, as Mr Mudda had spoken with accountant, who informed him that the claimant could be told to stay at home without pay. He told the tribunal 'I did not leave the build. I was told on 3 December 2024 to go home. He didn't know the exact dates, but he said that on at least 2-3 times prior to the last day he worked on site, he was told that I could be asked to stay at home without pay'.
17. The evidence before me included a number of WhatsApp messages. These were helpful. The respondent sent a message to a WhatsApp group asking 'why did the claimant leave'. In evidence, Mr Mudda told the tribunal that the reason he sent a WhatsApp messaging asking why the claimant left, was a reference to him leaving the contractor site. I did not accept this evidence. The message was sent just after the claimant had 'exited' the WhatsApp group and I take that as being a reference to why he left the WhatsApp group as opposed to work itself.
18. In addition, there is a WhatsApp message from the claimant on 2 December 2024 to Mr Mudda which set out that Mr Mudda had told the claimant to stay at home and not come to work. The message stated that the claimant does not want to do this as he cannot afford to do so. The respondent did not respond to this message at the time to contradict the claimant's assertion as to the content of their earlier conversation. Whilst I accept Mr Mudda's evidence that he was busy at the time, I consider that if the claimant had committed gross misconduct and walked off site or refused to come to work, it is likely this would have been mentioned by the respondent in this exchange of messages. It was not. There was an opaque reference to the claimant disconnecting from the company. However, there was no mentioning the alleged gross misconduct. This is a notable absence.
19. What was clear from this chain of messages is that Mr Mudda told the claimant he wanted to move the claimant to be a subcontractor as he could not afford to employ anyone and that the company was in debt and he did not have money to pay the claimant. This supports the claimant's account of events.
20. Further the reason given by the respondent to the claimant for sending the P45 to the claimant was not that he walked off the site and refused to attend work. Mr Mudda said in evidence that when he gave the claimant the P45 'I explained the only way possible if we want to work together is as a sub-contractor'. I understand and accept that the respondent was very busy at the time and may

not have responded to all messages as accurately as he would if he had more time to do so, however, that would not explain why he would not give a clear account of the reason to dismiss the claimant. If he had dismissed the claimant because he walked off site, then he could easily have written that in a message, rather than offer him to work as a sub-contractor.

21. I find the claimant to be a credible witness, whose account was supported by the documentary evidence. I did not accept the evidence of Mr Mudda who I found to evasive when giving his evidence. This may be because his recollection of events had faded, however it was clear from his evidence, that he was not able to give a coherent and clear account of what had occurred and his actions.
22. For these reasons, I find that the claimant did not abandon the site and refuse to come to work as the respondent suggests. Instead, I find that he was asked to resign and become a sub-contractor. He did not accept this offer and so he was asked by the respondent to stop working for a period on the basis the respondent was struggling financially. It follows, I do not find the claimant committed an act of gross misconduct in not attending work and the contractual duty to pay notice still stood. I therefore find that the respondent owes the claimant four week's notice, which is agreed to be the sum of £4,000.

Breach of Contract – expenses

23. Turning to the expenses, both parties agree that the claimant paid for a number of business-related expenses and that these had previously been reimbursed by the respondent. Indeed, there is no disagreement over the issue between the parties that the respondent should in accordance with the terms of his contract of employment refund the claimant for business expenses. The issue was how much was to be refunded.
24. The respondent accepts that a sum of £753.16 is owing. I issue a judgment in that sum by consent. The expenses that remained in dispute related to sub-contracted labour and the claimant's labour.
25. To the extent necessary, I find that it was an implied term of the claimant's contract by custom and practice, that the respondent would pay the claimant for any business expenses incurred on the respondent's behalf. It was agreed by both parties that this was their practice.
26. Clause 4 of the claimant's written contract of employment states that it was part of the claimant's contractual duties to negotiate with sub-contractors, to hire out work as necessary and negotiating price for labour. Clause 49 of the claimant contract of employment states that the claimant cannot enter into agreements

on behalf of respondent without prior authority and this must be written express consent.

27. The claimant provided a spreadsheet to the respondent for this purpose of totalling the amount he spent on respondent's behalf. I accept this is an accurate account of the expenses owing. The respondent accepts that they do not know what had been spent and so does not challenge the figures in the spreadsheet.

Sub-contracted labour

28. The respondent agrees that work was done by the subcontracted labour, and the respondent gained the benefit of this. However as this was done without his authority, Mr Mudda disputes that he owes the claimant for the cost of this labour.
29. I accept the evidence from the claimant and find as a fact that he paid for this labour out of his own pocket. Indeed, the respondent accepted that the work took place on its projects so to that degree the expense was not really in dispute. The key issue was whether the respondent was contractually liable to reimburse the claimant.
30. Clause 49 of the contract of employment states that the claimant cannot bind the respondent as against third parties. The respondent relied on this clause to suggest that the claimant could not enter into a contract on the respondent's behalf. However, this is not a claim by a third party, this is a claim for money owing from the respondent by one of its former employees. For this reason, I do not find clause 49 prevents the claimant from making a claim for reimbursement from the respondent.
31. The claimant gave evidence that he had previously paid out expenses from the respondent without seeking permission from Mr Mudda for those expenses in advance, and on those occasions despite having not sought permission he had still been paid. Mr Mudda disputed this and said that on these occasions he had given permission. I prefer the evidence of the claimant on this issue. As already set out I found the claimant to be a credible witness. He was consistent and clear in his evidence, which was consistent with the documentary evidence before me. Mr Mudda was not able to provide a cogent account of his actions, this may be because time had passed and his memory had faded, however it was also at various points at odds with the documentary evidence before me. I did not find his evidence to be reliable.
32. Consequently, I find that the contract of employment included a clause implied by way of custom and practice so that the claimant had the authority to contract

for labour on the part of the respondent when it was needed in order to complete a project and that the direction to complete and manage a project include implicit within it authority from the respondent to undertake any necessary sub-contracting.

33. If I am wrong in this and clause 49 did prevent the claimant recouping the labour costs from the respondent, I find that the terms of the contract, specifically clause 49 were varied by custom and practice and following the varied term the claimant has spent money on behalf of respondent on a work expenses, the claimant is entitled to reclaim that money under the contract.

Saturday hours worked

34. The claimant has also claimed for his own work on two Saturdays. The respondent specifically objects to paying this sum, on the basis there is no evidence these hours were in fact worked.
35. The claimant recorded the hours he worked in a spreadsheet. I find this spreadsheet to be accurate and that this is evidence of the claims that he worked for the respondent on these dates. Further, the claimant gave evidence that the spreadsheet was accurate and that he had worked the hours claimed. I find that the claimant has been a wholly credible witness, whose account of events I accept, including that he undertook the hours of labour that he now claims from the respondent. For this reason, the claim succeeds.
36. For these reasons, the sum of £4,770.26 is owing and I enter judgment in that amount.

Approved by

Employment Judge Price

30 June 2026

SENT TO THE PARTIES ON

3 July 2026

FOR THE TRIBUNAL OFFICE