EMPLOYMENT TRIBUNALS

Claimant:	**Mr Ashwani Kumar**
Respondents:	**(1) EEM London Ltd** **(2) EEM Holdings Ltd** **(3) Abdul Sattar Askar**
Heard at:	**East London Employment Tribunals**
On:	**13 May 2026**
Before:	**Employment Judge Jones**

Representation
Claimant: in person
Respondent: **no attendance and no representation**

JUDGMENT

1. ***The complaint of automatic unfair dismissal succeeds.***

2. ***The complaint of unauthorised deductions from wages is well-founded. The Respondent made an unauthorised deduction from the Claimant's wages in respect of December 2024.***

3. ***The complaint of a failure to pay notice pay is well-founded.***

4. ***The complaint in respect of holiday pay is well-founded. The Respondent made an unauthorised deduction from the Claimant's wages by failing to pay the Claimant for holidays accrued in 2023 (5.6 weeks' pay) and holidays accrued in 2024, including the holiday taken in January 2025.***

FULL REASONS

JUDGMENT on liability with summary reasons was given at the hearing on **13 May 2026.** The Tribunal considers that as the Respondent was not in attendance and the Claimant was not legally represented it is appropriate to provide written full reasons, and the following written full reasons are therefore provided:

1. The Claimant brought complaints of unlawful deduction of wages and detriment due to making a protected public interest disclosure. The wages claimed are unpaid holiday pay for the whole of the employment and wages for hours worked in December 2024.

2. ACAS conciliation began on 28 February 2025. It ended on 11 March 2025 when the Claimant was given an Early Conciliation Certificate. The ET1 claim form was issued in the Employment Tribunal on 27 March 2025. An ET3 Response was sent to the Tribunal on 8 August 2025. The Respondent informed the Tribunal of a change of company address on 28 January 2026. The new address was noted on the Tribunal records, and the Notice of today's hearing was sent to the Respondent at that new address on 2 February 2026. There has been no communication from the Respondent regarding today's hearing.

3. Today was listed as a preliminary hearing. As there has been no communication from the Respondent, the Tribunal considered that it was in a position to hear the claim and make a judgment on liability. The Tribunal, having satisfied itself that the notice was properly served.

4. The Tribunal will now list a remedy hearing. The Respondent can present evidence at the remedy hearing and make written and oral submissions, as advised.

Evidence

5. The Tribunal considered the Respondent's ET3 Response.

6. The Tribunal also considered all documents sent in by the Claimant. The Tribunal had sworn evidence today from the Claimant.

7. Today the Claimant pursued the following complaints: -

   a. Unfair dismissal
   b. Failure to pay wages
   c. Failure to pay holiday pay/unauthorised deduction of wages

Findings of Fact

8. From the evidence, the Tribunal make the following findings of fact relevant to the complaints pursued by the Claimant in today's hearing:

9. The Claimant was employed by EEM London Ltd from 1 February 2023, as the store manager of the Papa John's Restaurant in Harlow, Essex. At the start of his employment, the Respondent offered the Claimant the option of working cash-in-hand at the rate of £7.50per hour. The Claimant declined this and instead insisted on being paid through pay slips so that his Tax and National Insurance would also be paid to the relevant authorities. The Claimant believes that EEM London Ltd and EEM Holdings Ltd are both owned by the Third Respondent, Mr Askar. The Respondent preferred to pay workers cash-in-hand and the Claimant was aware of other workers who were paid in this way and paid less that the national minimum wage.

10. Although the Respondent disputed in its Response that the Claimant was employed as the store manager, the Tribunal saw documents such as the inspection document from Head Office, which confirmed that he was considered the *'responsible person'* for a health and safety inspection. The

Claimant had previously worked at Domino's Pizza for many years as a store manager. There was also text messages sent to him referring to him as manager, including one inviting him to the managers' Christmas party. The Claimant was one of the members of the managers group WhatsApp chat. The Tribunal also saw evidence of the Claimant preparing rotas for the store.

11. The Tribunal finds it likely that from February 2024, the business was transferred to PJ Sahota and then from 20 September 2024, it transferred to EEM Holdings Ltd, which was likely to be another of Mr Askar's companies. When his employment transferred to EEM Holdings Ltd, the Claimant informed his manager that he had already booked annual leave with PJ Sahota and that this transferred with him. The Respondent indicated that this was fine. The Respondent did not tell the Claimant that there was any issue with his holiday or that he could not take it or would not be paid for it.

12. The Claimant and his wife began their holiday in India on 2 January 2025. The Claimant was aware that employees were not usually allowed to take holiday over the Christmas and this was why he did not book his leave until after the New Year period. At the start of his holiday the Claimant tried to check the rota and realised that he had been removed from the Respondent's managers WhatsApp group. The Tribunal saw evidence of this.

13. The Claimant became worried about his employment and while he was on leave, he sent at least 15 emails to the Respondent's HR to query what had happened. He received no response to any of his emails. He did not receive a dismissal letter or any correspondence from the Respondent before he returned from annual leave.

14. On 25 January 2025, on his return from leave, the Claimant reported to work on his usual shift. On arrival at the restaurant, he was told that there was no work for him there. He was also told that he could be placed in a different store to work but only if he accepted payment on a cash-in-hand basis. The Claimant refused.

15. As he was insisting that he wanted to work, the Respondent called the police to remove the Claimant from the restaurant. The police advised the Claimant that there was nothing that they could do as they had been informed that he no longer worked there. The Respondent's Area Manager informed him that he no longer had a job with the Respondent. It was then that the Claimant realised that he had been dismissed. The police advised him to take the matter up with this Tribunal.

16. On 3 February 2025, the Respondent caused their solicitors to write to the Claimant to threaten defamation proceedings because he had complained to HR in writing about the way that he had been treated. He complained that the Respondent had brought in someone else to take his shifts who they were able to pay at a lower rate because they were an international student. The solicitors had not conducted any investigation into the allegations and did not refer to any investigations conducted by the Respondent. Instead,

the Respondent threatened defamation proceedings and asked the Claimant to retract his allegations. The Claimant confirmed that he was proceeding with his case.

17. On 28 February, the Claimant contacted ACAS to begin the conciliation process. The ACAS Certificate was issued on 11 March 2025. The Claimant brought this claim on 27 March 2025.

18. The ET1 claim was sent to the Respondent on 14 July 2025. The Respondent was given until 11 August to complete and submit its ET3 and Response to the claim. From the documents submitted to the Tribunal it is likely that the ET3 was sent to the Tribunal by 8 August. The Tribunal has never received the original ET3 from the Respondent. The Tribunal considered the contents of the ET3 in reaching the judgment in this case. The Tribunal is satisfied that the Respondent had proper notice of today's hearing and decided not to attend. The Respondent also knew of the obligation to provide copies of all evidence that may hinder or help its case. The Respondent had opportunity to provide the Tribunal with copies of any and all documents in its possession which related to the issues in this case but failed to provide any documents.

19. In its Response the Respondent states that the Claimant was not required to work his notice. The Respondent did not say that the Claimant had been paid in lieu of working his notice.

20. The Claimant was never paid any holiday pay. On occasion during his employment, the Claimant complained that the Respondent had not paid him holiday pay. He was informed by managers that the Respondent did not pay holiday pay to employees until they have been employed for a period of 6 months. He was not paid holiday pay even after he completed 6 months employment. The Claimant also complained that the Respondent asked him to do his job on a cash-in-hand basis. He refused and told them that he wanted to have payslips and to have Tax and National Insurance deducted from his wages. The Claimant has since discovered through his communications with HMRC that the payslips the Respondent provided were not genuine and the tax deducted was not paid to HMRC. The Claimant was also never paid for the shifts he worked in December 2024.

21. The Claimant was usually paid a month in arrears. The Tribunal had sight of payslips showing that the Claimant was paid at the rate of £12 per hour and that he worked an average of 40 hours per week. One payslip is dated May 2024, which was during the period the Claimant was employed by PH Sahota, the Claimant was paid £2,576.24 gross and £2,184.72 net. It is likely that the Claimant worked approximately 200 hours during April 2024, plus £110 reimbursement for petrol. In November 2024, the Claimant was paid £1,478.76 gross and £1,366.36net. This was pay for working approximately 123 hours in October 2024, and reimbursement for a total of £109.20 for mileage.

22. The Claimant was not paid for work done in December, which he expected to receive in January 2025. The Claimant worked more hours in December, as it was usually a busy time of year for the Respondent as it was during

the Christmas holiday season. The Claimant produced evidence which showed that he earned a total of £2304.60 plus £110 mileage in December 2024. This was a net sum of £2040.39. This sum remains unpaid. The Claimant was also not paid for the holiday that he took in January 2025.

Law

<u>Automatic Unfair Dismissal</u>

23. Section 108(3(g)) Employment Rights Act 1996 states that an employee is not required to have worked at his employer for two years before he could bring a complaint of unfair dismissal if his employer dismissed him in breach of section 104 of the Employment Rights Act. Section 104 relates to a dismissal for asserting a statutory right.

24. Section 104(1) of the Employment Rights Act 1996 (ERA) states that an employee who is dismissed shall be regarded for the purposes of this part as unfairly dismissed if the reason (or if more than one, the principal reason) for the dismissal is that the employee –

    (a) Brought proceedings against the employer to enforce a right of his which is a relevant statutory right, or

    (b) Alleged that the employer had infringed a right of his which is a relevant statutory right.

25. The ERA confirms that the rights to be paid holiday pay, the National Minimum Wage and to have itemised pay slips, showing the deduction of tax and National Insurance are all statutory rights.

26. Section 104(3) states that it is sufficient for subsection (1) to apply that the employee, without specifying the right, made it reasonably clear to the employer what the right claimed to have been infringed was.

27. Section 86 of the Employment Rights Act 1996 states that the notice required to be given by an employer to terminate the contract of employment of a person who has been continuously employed for more than one month is (a) not less than one week's notice if his period of continuous employment is less than two years, (b) is not less than one week's notice for each year of continuous employment if his period of continuous employment is two years or more but less than twelve years.

<u>Holiday pay</u>

28. The Claimant claims holiday for a period of 2 years. It is the Claimant's case that he was not paid holiday from EEM Holdings, PJ Sahota or EEM London Ltd. The right to holiday pay is contained in Regulation 16 of the Working Time Regulations 1989, which states as follows: - *'(1) A worker is entitled to be paid in respect of any period of annual leave to which he is entitled under regulations 13, 13A and 15B, at the rate of a week's pay in respect of each week of leave.'* Regulation 13 confirms that a worker is entitled to four week's paid leave in each leave year. Workers are entitled

to unpaid holiday pay, limited to two years prior to the date of presentation of the claim. For someone working irregular hours, their holiday pay is worked out at a rate of 12.07% of the number of hours that they have worked during any pay period. For someone working regular hours, holiday pay is calculated is normal pay for the first 4 weeks.

TUPE Regulations 2006

29. Regulation 3 states that a relevant transfer is a transfer of an undertaking, business or part of an undertaking or business situated immediately before the transfer in the UK to another person where there is a transfer of an economic entity, which retains its identity. Regulation 4 states that a relevant transfer shall not operate so as to terminate the contract of employment of any person employed by the transferor and assigned to the organised grouping of resources or employees that is subject to the relevant transfer, which would otherwise be terminated by the transfer, but any such contract shall have effect after the transfer as if originally made between the person so employed and the transferee.

Decision

30. It is this Tribunal's judgment that the Claimant was employed by EEM London Ltd in 2023 and that in 2024 his employed transferred to PJ Sahota and then to EEM Holdings Ltd. His employer was EEM Holdings at the time of his dismissal in January 2025. The Claimant worked at all times at the Respondent's Papa John's establishment in Harlow, Essex. The Claimant worked as the store manager. The Respondent employed him as the manager given that he had previously worked for many years at Domino's Pizza as a store manager. The Respondent was owned and run by Abdul Sattar Askar. The Claimant's job did not change from the start of his employment to the end in January 2025. His duties remained the same. The Respondent's business also did not change in that time.

31. The Claimant was offered the option of working cash-in-hand from the start of his employment, but he declined. The Claimant insisted on being paid through payslips and paying tax and National Insurance. The Claimant also repeatedly raised the issue of holiday pay.

32. It is this Tribunal's judgment that on his return from holiday on 25 January 2025 the Claimant was dismissed when he went to the store to work his shift. He was not given any notice of dismissal or a reason for it. He was offered the opportunity to work cash-in-hand again and when he declined this, he was dismissed.

33. It is this Tribunal's judgment that the Claimant was dismissed on 25 January 2025 and that the reason for his dismissal was his refusal to work on a cash-in-hand basis, his insistence on being paid through payslips and to have correct amounts for tax and National Insurance being deducted and paid to the correct authorities. The Claimant was also dismissed because he insisted on having holidays and requesting to be paid holiday pay.

34. It is this Tribunal's judgment that the Claimant contacted ACAS on

28 February to begin the conciliation process. The certificate was issued on 11 March 2025, and this claim was brought on 27 March 2025. The claim was brought within the statutory time limits.

35. It is also this Tribunal's judgment that this complaint was sent to the Respondent on 14 July 2025 by the Tribunal and they had until 11 August to send it their Response. The Response was submitted to the Tribunal in time, on 8 August. The Respondent sent a copy of the ET3 to the Tribunal. The Tribunal has not received the original document from the Respondent.

36. The Respondent was served with a Notice of Hearing for today's hearing. This was served on the new address as notified to the Tribunal. The Respondent failed to contact the Tribunal about today's hearing, but the contents of the Response was considered.

Judgment

37. It is this Tribunal's judgment that the Claimant was unfairly dismissed on 25 January 2025. Although the Claimant was employed for less than two years it is this Tribunal's judgment that his dismissal was automatically unfair. The reason for the Claimant's dismissal was his insistence on being given itemised pay slips, having his tax and National Insurance deducted and shown on his payslip and being paid for holidays and having the right to take holidays. The Claimant was dismissed because he alleged that his employer had infringed his right to paid holidays and to have itemised payslips and to have statutory deductions from his pay shown on his payslip and paid to the relevant authorities.

38. It is this Tribunal's judgment that the Respondent has unlawfully deducted the Claimant's wages for December 2024 and failed to pay him holiday pay for the duration of his employment. The Respondent also failed to pay the Claimant any notice of his dismissal. He was dismissed summarily for automatically unfair reasons.

39. The Claimant is entitled to a remedy for his successful complaints.

40. The remedy due to the Claimant will be decided at a hearing, the date of which will be notified to the parties as soon as possible.

Approved by:

Employment Judge Jones
Dated: 10 July 2026