

Neutral Citation Number: [2026] EAT 114

Case No: EA-2025-000031-BA

EMPLOYMENT APPEAL TRIBUNAL

Rolls Building
Fetter Lane, London, EC4A 1NL

Date: 28 July 2026

Before :

HER HONOUR JUDGE JOFFE

Between:

MR GARY JEFFERY

Appellant

- and -

GIVAUDAN UK LIMITED

Respondent

Mr Ian Rees Phillips (instructed by Hallett & Co) for the **Appellant**
No appearance or representation for the **Respondent**

Hearing date: 16 July 2026

JUDGMENT

SUMMARY

Practice and Procedure

The claimant had succeeded in a claim for unfair dismissal. At a remedy hearing, the EJ had refused his application for reinstatement or re-engagement. She gave oral reasons. The claimant applied for written reasons pursuant to rule 62 of the 2013 Rules. After that request had been made, the parties settled the claimant's claims and the claimant notified the ET that the claims had been settled and a further remedy hearing was not required. His solicitors subsequently chased for written reasons for the decision on re-employment orders.

The EJ declined to provide written reasons on the basis that the proceedings had come to an end via the COT3 agreement. That was an error of law. There is no provision in the Employment Tribunals Rules of Procedure 2013 for a settlement to terminate the entitlement under rule 62. A decision that the written reasons should be provided was substituted.

HER HONOUR JUDGE JOFFE:

Introduction

1. The issue in this case is whether it is an error of law for an employment judge to decline to provide written reasons for a remedy judgment in circumstances where, after the reasons had been requested in accordance with the Rules, the parties reached a settlement by way of a COT3 agreement. The decision on this appeal will have no effect on the outcome of the proceedings so far as the parties are concerned and the respondent has chosen not to take part in this appeal.

2. The parties are referred to as the claimant and the respondent as they were before the Employment Tribunal.

Background

3. The claimant presented a claim form on 3 May 2020 bringing claims for unfair dismissal and for various money payments.

4. In a reserved liability judgment sent to the parties on 24 January 2024, Employment Judge Corrigan found that the claimant had been unfairly and wrongfully dismissed.

5. After a remedy hearing on 18 June 2024 and 15 and 17 July 2024, EJ Corrigan declined to make an order for reinstatement or re-engagement. She included a standard note at the end of her Judgment on reinstatement and re-engagement:

“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 presented by either party within 14 days of the sending of this written record of the decision.”

6. It appears that there was also on those same dates a partial hearing of issues in relation to compensation and the employment judge sent the parties what she called a ‘Record of Remedy Hearing’. She made some decisions on the issue of mitigation and on a contested point about

overtime. She considered that some of the issues relating to compensation could not fairly be determined at that hearing and directions were given to enable the parties either to agree figures or for consideration to be given for a further remedy hearing at which the claimant's compensation would be finally determined.

7. On 2 August 2024, within the time limit for making such a request set out in the note appended to the Judgment, and in accordance with rule 62 of the **2013 Employment Tribunals Rules of Procedure** then in force, the claimant wrote to the Tribunal asking for written reasons for the decision on reinstatement and re-engagement.

8. On 20 September 2024, the parties agreed a COT3 settlement via ACAS. This included, relevantly:

“Clause 6: Within three working days of signature of this Agreement, the individual or the Individual's representative shall notify the Employment Tribunal that settlement has been reached and that no further remedy hearing is required.”

9. That same day, the claimant's solicitors notified the Tribunal by email:

“The parties to the above claim have agreed a settlement of the proceedings through ACAS. We would be grateful if the Employment Tribunal could update its records accordingly

For the avoidance of doubt, no further remedy hearing is required.”

10. On 27 November 2024, the Tribunal wrote to the parties:

“Employment Judge Corrigan notes that the proceedings have come to an end via a COT3 agreement and that this supersedes the Claimant's request for written reasons in respect of the re-employment decision, which will therefore now not be provided.”

11. Mr Rees Phillips told me that this letter was sent in response to a chaser sent by the claimant's solicitors on 28 October 2024.

12. On 6 December 2024, the claimant’s solicitors wrote to the Tribunal to ask the employment judge to provide written reasons and to reconsider (or, more accurately, since it was a case management decision, to vary) her decision not to provide written reasons for the re-employment decision.

13. The claimant appealed the refusal by a Notice of Appeal dated 8 January 2025.

14. On 14 January 2025, the employment judge declined to reconsider or vary her decision not to provide reasons.

15. The appeal came before Bruce Carr KC, sitting as a Deputy High Court Judge, on the sift on 9 June 2025. He allowed the appeal through on both grounds in front of me today, although he expressed hesitation on the issue of whether the perversity ground really added anything and invited the claimant to reflect on whether he really wished to pursue that as a separate ground of appeal.

Law

16. Rule 62 of the **2013 Rules**, which applied at the time of the decision appealed (and which is materially the same as rule 60 of the **2024 Rules**), provides as follows:

“Reasons

(1) The Tribunal shall give reasons for its decision on any disputed issue, whether substantive or procedural (including any decision on an application for reconsideration or for orders for costs, preparation time or wasted costs).

(2) In the case of a decision given in writing the reasons shall also be given in writing. In the case of a decision announced at a hearing the reasons may be given orally at the hearing or reserved to be given in writing later (which may, but need not, be as part of the written record of the decision). Written reasons shall be signed by the [presiding member]

(3) Where reasons have been given orally, the [presiding member] shall announce that written reasons will not be provided unless they are asked for by any party at the hearing itself or by a written request presented by any party within 14 days of the sending of the written record of the decision. The written record of the decision shall repeat that information. If no such request is received, the Tribunal shall provide written reasons only if requested to do so by the Employment Appeal Tribunal or a court.

(4) The reasons given for any decision shall be proportionate to the significance of the issue and for decisions other than judgments may be very short.

(5) In the case of a judgment the reasons shall: identify the issues which the Tribunal has determined, state the findings of fact made in relation to those issues, concisely identify the relevant law, and state how that law has been applied to those findings in order to decide the issues. Where the judgment includes a financial award the reasons shall identify, by means of a table or otherwise, how the amount to be paid has been calculated.”

17. Rules 51 and 52 of the **2013 Rules** are also relevant to this appeal:

“End of claim

51. Where a claimant informs the tribunal, either in writing or in the course of a hearing, that a claim, or part of it, is withdrawn, the claim, or part, comes to an end, subject to any application that the respondent may make for a costs, preparation time or wasted costs order.

Dismissal following withdrawal

52. Where a claim, or part of it, has been withdrawn under rule 51, the Tribunal shall issue a judgment dismissing it (which means that the claimant may not commence a further claim against the respondent raising the same, or substantially the same, complaint) unless—

- (a) the claimant has expressed at the time of withdrawal a wish to reserve the right to bring such a further claim and the Tribunal is satisfied that there would be legitimate reason for doing so; or
- (b) the Tribunal believes that to issue such a judgment would not be in the interests of justice.”

18. I was referred to a number of authorities on the purpose and contents of reasons in the Employment Tribunal and in the civil courts.

19. They included this familiar passage from Lord Bingham’s judgment in **Meek v City of Birmingham District Council** [1987] EWCA Civ 9, CA:

“It has on a number of occasions been made plain that the decision of an Industrial Tribunal is not required to be an elaborate formalistic product of refined legal draftsmanship, but it must contain an outline of the story which has given rise to the complaint and a summary of the Tribunal’s basic factual conclusions and a statement of the reasons which have led them to reach the conclusion which they do on those basic facts. The parties are entitled to be told why they have won or lost.

There should be sufficient account of the facts and of the reasoning to enable the EAT or, on further

appeal, this court to see whether any question of law arises; and it is highly desirable that the decision of an Industrial Tribunal should give guidance both to employers and trade unions as to practices which should or should not be adopted.”

20. In **Flannery v Halifax Estate Agencies Ltd** [1999] EWCA Civ 811, Henry LJ said this:

“We make the following general comments on the duty to give reasons.

- (1) The duty is a function of due process, and therefore of justice. Its rationale has two principal aspects. The first is that fairness surely requires that the parties especially the losing party should be left in no doubt why they have won or lost. This is especially so since without reasons the losing party will not know (as was said in *Ex parte Dave*) whether the court has misdirected itself, and thus whether he may have an available appeal on the substance of the case. The second is that a requirement to give reasons concentrates the mind; if it is fulfilled, the resulting decision is much more likely to be soundly based on the evidence than if it is not.”

21. In **English v Emery Reimbold & Strick Ltd** [2002] EWCA Civ 605, the Court of Appeal considered the duty to give reasons by reference to the European Court of Human Rights jurisprudence and also the common law. Lord Phillips said of the obligations under the common law:

“The requirement to give reasons under common law

15. There is a general recognition in the common law jurisdictions that it is desirable for judges to give reasons for their decisions, although it is not universally accepted that this is a mandatory requirement—

“There is no invariable rule established by New Zealand case law that courts must give reasons for their decisions”, per Elias CJ in *Lewis v Wilson & Horton Ltd* [2000] 3 NZLR 546, 565. While a constant refrain is that reasons must be given in order to render practicable the exercise of rights of appeal, a number of other justifications have been advanced for the requirement to give reasons. These include the requirement that justice must not only be done but be seen to be done. Reasons are required if decisions are to be acceptable to the parties and to members of the public. Henry LJ in *Flannery's case* [2000] 1 WLR 377 observed that the requirement to give reasons concentrates the mind of the judge and it has even been contended that the requirement to give reasons serves a vital function in constraining the judiciary's exercise of power: see Professor Shapiro's article “In Defence of Judicial Candor” (1987) 100 Harv L Rev 731, 737. The function that judgments play under the common law in setting precedent for the future has also been identified as one of the justifications for the requirement to give reasons, although as Mahoney JA stated in *Soulemezis v Dudley (Holdings) Pty Ltd* (1987) 10

NSWLR 247 , 273:

“The court's order is a public act. The judgment given for it is a professional document, directed to the parties and their professional advisers. It may, in a particular instance, delineate, develop or even decorate the law but that is peripheral and not essential to its nature.”

16. We would put the matter at its simplest by saying that justice will not be done if it is not apparent to the parties why one has won and the other has lost.” (Emphasis added)

Authorities on the effect of withdrawal of a claim

22. In **McCrorry v Healthwatch Stockport Ltd** [2026] EAT 3, [2026] ICR 353, HHJ Tayler reviewed authorities on the withdrawal of claims:

“30. Rule 51 ETR 2013 (now rule 50 ETR 2024) provides:

“ End of claim

“Where a claimant informs the tribunal , either in writing or in the course of a hearing, that a claim, or part of it, is withdrawn, the claim, or part, comes to an end, subject to any application that the respondent may make for a costs, preparation time or wasted costs order.”

31. The relevant act is that of the claimant informing the employment tribunal that the claim is withdrawn. The withdrawal brings the claim to an end without any act on the part of the employment tribunal.

32. That seems simple enough, but what is sufficient to amount to a withdrawal, and what if the claimant asserts that there has been a miscommunication and the words used did not amount to withdrawal?

33. In *Segor v Goodrich Actuation Systems Ltd* (unreported) 10 February 2012, Langstaff J (President) stated at para 11 that “a concession or withdrawal cannot properly be accepted as such unless it is clear, unequivocal and unambiguous”.”

23. Later in the judgment in **McCrorry**, there is a fuller extract from **Segor**:

““11. What we should say, however, is this. A tribunal will always want to take care where a litigant, particularly one who is self-represented or who has a lay representative, seeks to concede a point or to abandon it. It may be a matter of great significance. Though it is always for the parties to shape their cases and for a tribunal to rule upon the cases as put before it, and not as the tribunal might think it would have been better expressed by either party, it must take the greatest of care to ensure that if a party during the course of a hearing seeks to abandon a central and important point that that is precisely

what the individual wishes to do, that they understand the significance of what is being said, that there is clarity about it, and if they are unrepresented, that they understand some of the consequences that may flow. As a matter of principle we consider that a concession or withdrawal cannot properly be accepted as such unless it is clear, unequivocal and unambiguous.’”

24. Further on the subject of what constitutes an effective withdrawal, HHJ Tayler quoted from the judgment of Simler J (President) (as she then was) in **Campbell v OCS Group Ltd** [2017] ICR D19:

““16. In *Segor v Goodrich Actuation Systems Ltd* (unreported) 10 February 2012, the EAT made clear that tribunals should always take steps to ensure that litigants, particularly those who are self-represented or have lay representation, who seek to concede a point or abandon it do so on a clear, unambiguous and unequivocal basis before accepting the concession or abandonment indicated. At para 11 Langstaff J (President) held:

‘11. What we should say, however, is this. A tribunal will always want to take care where a litigant, particularly one who is self-represented or who has a lay representative, seeks to concede a point or to abandon it. It may be a matter of great significance. Though it is always for the parties to shape their cases and for a tribunal to rule upon the cases as put before it, and not as the tribunal might think it would have been better expressed by either party, it must take the greatest of care to ensure that if a party during the course of a hearing seeks to abandon a central and important point that that is precisely what the individual wishes to do, that they understand the significance of what is being said, that there is clarity about it, and if they are unrepresented, that they understand some of the consequences that may flow. As a matter of principle we consider that a concession or withdrawal cannot properly be accepted as such unless it is clear, unequivocal and unambiguous.’

“17. In *Drysdale v Department of Transport (Maritime and Coastguard Agency)* [2014] EWCA Civ 1083; [2015] ICR D2, the claimant’s wife, Mrs Drysdale, announced that she wished to withdraw her husband’s claim for unfair constructive dismissal in the course of the hearing when it became clear that the case would have to be postponed part-heard. The tribunal enquired whether she was making an application for her husband’s claim to be withdrawn, and she replied that she was. The respondent then applied for the claim to be dismissed, and after a short deliberation that application was granted by the tribunal. The claimant then applied for a review of the tribunal’s decision, which was refused, and the EAT dismissed his appeal.

“18. On further appeal to the Court of Appeal the claimant’s wife submitted that she had been tired, stressed and frustrated at the time of the withdrawal, all symptoms exacerbated by her underlying

condition of diabetes. She argued that the tribunal should not have accepted the withdrawal so quickly and that it was not voluntary; further, the tribunal should not have dismissed the claim on the basis of her response to its enquiry in all the circumstances of this particular case. The Court of Appeal concluded that there was nothing in what occurred at the hearing to alert the tribunal to the possibility that Mrs Drysdale was or may have been indisposed so that her judgment was or could be affected. The tribunal was aware of her underlying medical condition, but neither she nor the claimant indicated at any stage during the hearing that she was feeling unwell. The court reviewed the extent of the duty on tribunals towards litigants without legal representation in the context of applications to withdraw made at a hearing. Barling J, with whom Clarke and Arden LJ agreed, held as follows:

61. First, it is clear that the ET was under no obligation to enquire into the reasons for the decision to withdraw the claim, with either the appellant or his representative. Other than in exceptional cases (which I do not attempt to define, as on any view this is not one of them) such an enquiry would not only be unnecessary but also inappropriate: it could be construed as an invitation to disclose privileged material relating to the claimant's view (or advice received) as to the merits of the claim and/or as an intervention which might well prejudice the interests of the other side. In many cases it could also prejudice the interests of the claimant himself, who might be persuaded by the court's intervention to pursue an unmeritorious case he was otherwise minded to abandon ...

'63. That leaves the question whether notwithstanding Mrs Drysdale's confirmation that she wished to withdraw the claim and the appellant's apparent assent to that decision, it was incumbent upon the ET to adjourn the proceedings on that afternoon, either for a few minutes or for a longer period, to enable the appellant and Mrs Drysdale to reflect further on the decision to withdraw.

'64. In my view, notwithstanding the absence of legal representation, neither the overriding objective nor any other principle of law required the ET to take such a step. Whether to do so or not was a question of judgment falling squarely within the margin of discretion of the ET. The ET had no reason to suspect that the decision to withdraw the claim was ill-considered or irrational. Further, even if the ET had identified a risk that the decision was impulsive, that risk would have been removed by the conduct of the parties in the immediate aftermath of Mrs Drysdale's announcement. Also, the fact that Mrs Drysdale was not legally qualified would have been lower down the scale of significance in this case than in many others where there is no professional representation, given Mrs Drysdale's evident intelligence, clarity of

thought and speech, and strength of purpose—qualities we have been able to observe ourselves in the course of this appeal.’

“19. It seems to me that the approach identified by both of those cases applies in the context of withdrawal and dismissal under rules 51 and 52 of the 2013 Rules as follows. So far as withdrawal is concerned, as Langstaff J (President) made clear in *Segor*, tribunals faced with an application to withdraw should consider whether the material available amounts to a clear, unambiguous and unequivocal withdrawal of the claim or part of it. Though there is no obligation on tribunals to intervene in such a situation, whether by reason of the overriding objective or any principle of natural justice, tribunals are entitled to make such enquiries as appear fit to check whether a party who is self or lay represented intends to withdraw. If the circumstances of withdrawal give rise to reasonable concern on the tribunal’s part, it is entitled to make such enquiries as appear appropriate to ensure that the purported withdrawal is clear, unambiguous and unequivocal.””

The appeal

25. The claimant says that this appeal raises a novel question; there is no authority directly on the point.

Ground 1

26. Ground 1 is that it was an error of law for the employment judge to refuse to provide written reasons on the basis that the reaching of a settlement by way of a COT3 agreement extinguished the claimant’s entitlement to the reasons he had requested.

27. The claimant says that there is no provision in the **2013 Rules** to the effect that a request for written reasons pursuant to rule 62 ceases to have effect on a subsequent settlement of proceedings. The claimant argues that if that were the intention of the Rules it would be expressly provided for.

28. The claimant was not obliged by the terms of the COT3 agreement to withdraw his request and he did not do so. He made a valid request. That request having been made, the Rules gave the employment judge no discretion as to whether to provide the reasons.

29. There is simply no basis in the Rules or otherwise for the employment judge’s decision that

settlement by way of a COT3 abrogated the claimant's entitlement to written reasons.

30. The approach of the Tribunal could not be reconciled with the importance attached to reasons in the Rules and the authorities. The provision of reasons is an important component of procedural fairness as evidenced by those authorities.

Ground 2

31. The claimant's arguments as to why the decision was perverse were effectively a repetition of the submissions made in support of Ground 1 accompanied by an assertion that the outcome was in the circumstances irrational.

32. Mr Rees Phillips also took me to authorities on the question of when appeals should be determined where the issue under appeal has become academic. Because of the conclusions I reached on the issues in this appeal, it was unnecessary for me to consider those authorities.

33. In the entirely understandable absence of the respondent to this appeal, I have been particularly grateful to Mr Rees Phillips for his clear and careful review of authorities which might cast some light on the issue in this appeal.

Discussion and conclusions

34. I have been referred to a number of authorities on the content of reasons and their purposes. Clearly one of those purposes, and an important one, is to enable parties to ascertain whether they may have grounds for an appeal and then to pursue any appeal. Equally clearly that is not the only purpose.

35. Another very important function of reasons is to enable a party to understand why that party has won or lost on a particular issue - in this case to understand why neither reinstatement nor re-engagement was ordered.

36. The authorities tend to consider the function of reasons *per se*. In the Employment Tribunal,

those reasons may be given orally. Where that has happened, there is a right under the Rules to request that the reasons be reduced to writing. If a party wishes to appeal, that party will almost invariably have to obtain the written reasons.

37. It seems to me that written reasons following oral reasons must be taken to further the same purpose as reasons generally. They provide parties with an understanding of why they have won or lost.

38. In this case, the claim having been settled, and in accordance with the terms of the COT3, the claimant had formally abandoned his right to challenge the judgment of the employment judge. Certainly by the time the reasons were refused, he was not seeking the reasons in order to consider an appeal against the employment judge's decision on the question of re-employment. He wanted the reasons, as was said on his behalf in the application to vary the decision to refuse the reasons, 'so that he can understand the reasons for the decision in his own way and his own time more fully'.

39. It might be said that a professionally represented party with no wish to appeal but a desire to understand more fully why he has won or lost could simply have a discussion with his or her representative, who will no doubt have taken a careful note of the reasons. However the Rules apply to unrepresented as well as represented litigants. A judgment with reasons in a long full merits hearing may take an hour or more for the judge to deliver orally. It will recite the issues, the facts the tribunal has found, and the law, and then draw those together to arrive at conclusions. The tribunal may have had a list of issues running to many pages. A litigant listening to an oral judgment is processing the overall effect of the judgment, that is as to whether that litigant has won or lost, and the personal and financial implications of the outcome. Such a party listening to a legally and factually complex judgment cannot realistically be expected to derive anything like the understanding that would be gained from having time to carefully consider written reasons.

40. Although not expressly referred to in the authorities I was referred to, written reasons may

play other and important functions for parties. For individual respondents or witnesses in discrimination claims, they may provide an enduring record that they have not been found to have committed serious acts of discrimination; on the other side of the coin, for successful claimants, they are a tangible acknowledgement that they were correct to pursue their claims and that their wrongs have been seen. Where reasons contain a reasoned critique by a tribunal of a particular policy or process pursued by an employer, that may provide useful materials for institutional reflection and learning.

41. That is relevant context in which the **Employment Tribunals Rules of Procedure** should be interpreted and that context also has the effect that this appeal is not, in my conclusion, academic. The claimant is seeking a fuller understanding of why he was not reinstated or re-engaged; that is a tangible outcome to the appeal. It would be wrong to underestimate the importance of procedural justice to litigants; in some cases it may be more important than the outcome of the litigation.

42. It is also right to acknowledge in this context the very heavy burdens on employment judges and the additional workload imposed by the preparation of written reasons.

Ground 1 of the appeal

43. Did the employment judge err in law in concluding that the fact that the proceedings had been settled by way of COT3 agreement meant that there was no longer a requirement to provide written reasons in these circumstances?

44. The entitlement to written reasons for a decision given orally comes from rule 62 of the **2013 Rules**.

45. There is no discretion in rule 62 itself, or elsewhere in the Rules, for written reasons not to be provided if the party applying complies with rule 62(3).

46. The Rules make provision for claims to come to an end in various ways, including by way of

withdrawal by the claimant. There is no provision that settlement, whether taking the form of a COT3 or otherwise, itself brings the claim to an end.

47. It seemed to me that it might be argued that the effect of rule 51 of the **2013 Rules** is that a *withdrawal* brings the claim to an end for the purpose of any request for written reasons of a previous decision, as it does for most other purposes, and I canvassed that possibility with Mr Rees Phillips. However, the employment judge has not in terms said that she considered that there had been a withdrawal in her understandably brief explanation of her decision to refuse to provide written reasons and has simply referred to the fact of settlement. In those circumstances, it did not seem to me that I could interpret the employment judge's decision as having been made on the basis that there had been a withdrawal. I return to this issue when I consider disposal of the appeal.

48. Whatever the proper construction of rule 51, in the absence of a withdrawal, it does not take effect. There is simply no provision in the Rules to the effect that settlement, whether by way of a COT3 agreement or otherwise, of itself terminates the claimant's entitlement to written reasons.

49. It must follow that the employment judge erred in law in concluding that such a settlement did terminate the tribunal's obligation to provide written reasons and the appeal is allowed.

Ground 2

50. This Ground added nothing to Ground 1 and I did not consider it further.

Disposal

51. In accordance with the principles set out by the Court of Appeal in **Jafri v Lincoln College** [2014] EWCA Civ 449, [2014] ICR 920, [2015] QB 781, it is the function of this Appeal Tribunal to determine whether decisions made by the Employment Tribunal have been made lawfully or not. Where there has been an error of law, the EAT must remit the case back to the Employment Tribunal unless the error was immaterial or, absent the error, the result would have been different, but the EAT is able to conclude what it must have been.

52. There was certainly only one answer to the question of whether the Rules allowed the employment judge, in the circumstances of this case, to decline to provide written reasons on the basis that there had been a settlement. However, in order to be satisfied that there was only one answer to the question of whether the employment judge could lawfully decline to provide reasons on any basis, I also had to consider whether, had the employment judge turned her mind to the question, there would have been only one answer to the questions of whether there was a withdrawal and, if there had been, as to the effect of that withdrawal on the issue of the claimant's entitlement to written reasons.

53. Mindful of the authorities I have referred to above, with their emphasis on the need for a withdrawal to be in clear and unambiguous terms, I have concluded that the claimant's email to the Tribunal of 20 September 2024 could not be construed as a withdrawal. Although many of the authorities are about unrepresented parties and their ambiguous words or actions in moments of stress, it is relevant context to the email in these proceedings that the words used had been carefully crafted and negotiated by skilled advisers, who would no doubt have been mindful of the effects of withdrawal (which triggers dismissal of a claim except in limited circumstances). It is a frequent feature of agreements to settle in the Employment Tribunal that they provide expressly for the claimant to notify the Tribunal that he or she is withdrawing his or her claim. The fact that what is customarily done has not been done in this case supports the conclusion that the correct construction of the email is that the claimant was *not* withdrawing his claim.

54. In those circumstances, it is unnecessary for me to go on to consider whether the proper construction of rule 51 is that, in bringing the claim to an end, a withdrawal terminates a party's entitlement to written reasons previously requested. I have in any event not heard detailed argument on that question. I would simply comment that the important role written reasons play in delivering procedural justice is likely to form part of the relevant context in deciding that issue.

55. The result is that I have allowed this appeal on Ground 1 and substituted a decision that the claimant should be provided with written reasons for the employment judge's judgment on reinstatement and re-engagement.