



EMPLOYMENT TRIBUNALS

Claimant: Mrs A Petrachi Birzoi

Respondents: Al-Khair Foundation
Mr S Yusaf
Mr A Hossain

JUDGMENT having been given to the parties on 13 February 2026 and written reasons having been requested in accordance with Rule 60 of the Employment Tribunals Rules of Procedure, by the claimant, the following reasons are provided:

WRITTEN REASONS

1. The Al-Khair Foundation is referred to as the respondent, Mr Yusaf (the second respondent) is referred to as R2 and Mr Hossain (the third respondent) is referred to as R3.
2. The respondents' response was struck out under Rule 38 for the reasons given at the time.
3. The respondents' reconsideration application was refused for the reasons given at the time.
4. Mr Petrachi subsequently requested written reasons for those two decisions and they will follow in a separate document.
5. The Tribunal has in the main worked from the list of issues as per the case management order of the 4 December 2024 (page 142). This list was incomplete. It was however the most comprehensive list and it has been in the parties' possession since it was sent to them on the 6 December 2024. The Tribunal was able to fill some gaps. It was also not proportionate to address every allegation the claimant made. The claimant only needed to be successful on one allegation and more allegations being successful does not increase compensation.
6. In respect of the bundle prepared by Peninsula, the following documents

were not in the bundle: the grievance outcome letter of the 26 September 2023; the claimant's permanent contract of employment due to commence on 3 December 2023; without prejudice correspondence over which the claimant and respondent had waived privilege; the grievance appeal report dated 29 February 2024 (which Mr Williams submitted was a useful document and which set out the respondent's position on the constructive dismissal); the email of 27 July 2023 identified as the protected act on 4 December 2024.

7. In addition, the wrong ET3 grounds of resistance was included. Mr Williams tried to explain this was a draft document. That explanation was not convincing and this matter remained unexplained. The index did not match and the respondent had been ordered on numerous occasions to provide a compliant bundle.
8. Besides unfair dismissal, the claimant made allegations of unlawful discrimination contrary to the Equality Act 2010 (EQA) relying upon the protected characteristics of: pregnancy and maternity; sex and disability. She also claimed she had made qualifying protected disclosures and suffered detriments as a result.

Timeline

9. Although Mr Petrachi provided a 33-page chronology, a simple one is:

2 December 2019	the claimant's employment started
1 June 2022	the claimant resigned
Early June 2022	the claimant discovered she was pregnant
13 June 2022	the claimant withdrew her resignation, which by implication, the respondent allowed
26 January 2023	the claimant's son was born
31 January 2023	the claimant's maternity leave started
6 April 2023	the claimant's maternity leave ended
24 April 2023	the claimant returned to work with the agreement she worked from home, it was agreed there was no end date for this arrangement
19 July 2023	there is a communication the working from home arrangements which had come into force during lockdown and had continued thereafter was to end
19 July 2023	the claimant responded to that email and said that she had an agreement to work from home

23 July 2023	R3 send an email to the claimant to say 'for now, please continue with WfH until 01/09/2023, and we will review the situation in advance of 01 Sept.'
2 August 2023	It is agreed the claimant was unfit for work and her first Med3 fit note certified her as unfit for work due to 'stress'
12 April 2024	The claimant resigned without notice

Liability

10. In respect of the claimant's substantive claims (unlawful discrimination contrary to the EQA and constructive unfair dismissal) the burden of proof is upon the claimant. Accordingly, the Tribunal wished to be satisfied the claimant had established the matters she complained of could, on the balance of probabilities, be considered to have occurred. If the claimant was able to establish the factual event, the correct legal test would have to be applied. That was notwithstanding the claimant's evidence was accepted and it was not challenged by the respondent as the response had been struck out per Rule 38.
11. It was not considered proportionate for the Tribunal to examine every matter about which the claimant complained. As ever, some allegations were stronger than others. Some the Tribunal considered could be disregarded. For example, there was a claim of pregnancy and work discrimination contrary to s.18 EQA. The claimant had curtailed her maternity leave on the 6 April 2023 and when the event of which she complained took place, she was neither on maternity leave, nor in the protected period.
12. The main issue under this claim it seems, is that the claimant felt she was misled by the respondent. In November 2022 the claimant agreed that she would return to work from maternity leave after around three months, as long as she could work from home. This was agreed and no end date was stated. This was of benefit to both parties. It meant that the claimant would earn her normal salary once she returned from maternity leave. For the respondent, it meant it could avoid having to train a temporary replacement. When the respondent implemented a return to work for all staff, the claimant wished then to re-start her maternity leave. She could not do this.
13. It is important to note that the person (the was appointed in February 2023) behind the decision that staff should return to work in the office was not in post at the time the claimant had her discussions with her line manager in November 2022 about her forthcoming maternity leave.
14. There was also overlap between some claims. For example, the claimant relied upon the same matters as being protected acts and qualifying protected disclosures. Obviously, the legal tests to be applied are different. The same determinants were relied upon. If it appeared to the Tribunal that the allegation was more appropriately considered under a

particular form of prohibited conduct, the Tribunal found it proportionate to do so.

15. It was not in accordance with the overriding objective to examine every allegation the claimant has raised.
16. The stronger claims were considered to be: indirect sex discrimination (page 131 issue 6); harassment (page 132 issue 8); victimisation (page 133 issue 9); and constructive unfair dismissal (pleaded in the second claim).

Law

Indirect discrimination section 19 EQA

- 25 In *Chief Constable of West Yorkshire Police v Homer* 2012 ICR 704, SC, [17] Baroness Hale said:

'The law of indirect discrimination is an attempt to level the playing field by subjecting to scrutiny requirements which look neutral on their face but in reality work to the comparative disadvantage of people with a particular protected characteristic.'

- 26 The EQA provides that:

Section 19

(1) A person (A) discriminates against another (B) if A applies to B a provision, criterion or practice which is discriminatory in relation to a relevant protected characteristic of B's.

(2) For the purposes of subsection (1), a provision, criterion or practice is discriminatory in relation to a relevant protected characteristic of B's if—

(a) A applies, or would apply, it to persons with whom B does not share the characteristic,

(b) it puts, or would put, persons with whom B shares the characteristic at a particular disadvantage when compared with persons with whom B does not share it,

(c) it puts, or would put, B at that disadvantage, and

(d) A cannot show it to be a proportionate means of achieving a legitimate aim.

The PCP

- 27 For the purpose of a claim of indirect discrimination the PCP should be defined so as to focus specifically on the measures taken, the thing

or things done, by the respondent which result in the disparate impact complained of. (HM Land Registry v Benson [2012] IRLR 373 citing Kraft Foods UK Ltd v Hastie [2010] ICR 1355)

The burden of proof

- 28 It is for the claimant to prove (i) the PCP, (ii) 'group' particular disadvantage, and (iii) 'individual' particular disadvantage. 'Only then' are the reverse burden of proof provisions of s. 136 EQA 2010 engaged such that the burden shifts and the respondent is 'required to justify the provision, criterion or practice...to provide both explanation and justification'. (Dziedziak v Future Electronics Ltd EAT 0271/11). In any 'indirect discrimination claim the individual claimant must show that he or she is disadvantaged by the PCP in the same way as the group'. (Lord Chancellor v McCloud [2019] ICR 1489)

The pool

- 29 '...the pool must be one which suitably tests the particular discrimination complained of'. (Grundy v British Airways Plc [2008] IRLR 74)

Particular disadvantage

- 30 While the statutory language means that statistics are not required, e.g., where they do not exist (Chief Constable of West Yorkshire Police v Homer 2012 ICR 704, SC): 'the new formulation was... intended to do away with the need for statistical comparisons where no statistics might exist. It was intended to do away with the complexities involved in identifying those who could comply and those who could not and how great the disparity had to be. Now all that is needed is a particular disadvantage when compared with other people who do not share the characteristic in question. 'Where relevant statistics do exist, they remain 'important material'. (Games v University of Kent 2015 IRLR 202)

Judicial Notice of Particular Disadvantage

- 31 'An industrial tribunal does not sit in blinkers. Its members are selected in order to have a degree of knowledge and expertise in the industrial field generally. The high preponderance of single mothers having care of a child is a matter of common knowledge'. (London Underground Ltd v Edwards (No.2) 1999 ICR 494, CA)
- 32 It will likely be an error for a Tribunal not to take judicial notice of the 'childcare disparity', i.e. that women bear the greater burden of childcare than men and that this can limit their ability to work certain hours, see Dobson v North Cumbria Integrated Care NHS Foundation Trust 2021 ICR 1699, EAT.
- 33 However, judicial notice may not be taken of matters which go beyond this, i.e., 'particular' childcare problems caused by individual circumstances which differ from the 'general' childcare disparity.

Individual disadvantage

- 34 The Tribunal must first identify the group disadvantage, and then the corresponding individual disadvantage.
- 35 As per s.19(2)(c) EQA the claimant must prove that the PCP puts (or would put) them at 'that disadvantage', i.e. the same disadvantage as those others who share the relevant protected characteristic.

Justification

- 36 The test of justification under s. 19(2)(d) EqA 2010 requires the employer to demonstrate that the relevant PCP was a 'proportionate means of achieving a legitimate aim'.
- 37 For an aim to be legitimate it must be, 'legal,...not...discriminatory in itself, and...represent a real, objective consideration', see EHRC Employment Code at [4.28].
- 38 Baroness Hale observed in Chief Constable of West Yorkshire Police v Homer [2012] ICR 704, that the test of justification pursuant to s. 19(2)(d) EqA is now well settled. A provision, criterion or practice is justified if the employer can show that it is a proportionate means of achieving a legitimate aim: 'to be proportionate, a measure has to be both an appropriate means of achieving the legitimate aim and (reasonably) necessary in order to do so'.
- 39 Section 26 of the EA 2010 defines harassment as where:

(1) A person (A) harasses another (B) if—

(a) A engages in unwanted conduct related to a relevant protected characteristic, and

(b) the conduct has the purpose or effect of—

i. violating B's dignity, or

ii. creating an intimidating, hostile, degrading, humiliating or offensive environment for B.

...

(4) In deciding whether conduct has the effect referred to in subsection (1)(b), each of the following must be taken into account—

(a) the perception of B;

(b) the other circumstances of the case;

(c) *whether it is reasonable for the conduct to have that effect.*

- 40 'Unwanted' means essentially the same as 'unwelcome' or 'uninvited'.
- 41 Violation of dignity and creation of intimidating environment (the proscribed environment) are significant and strong words. It is a high bar, requiring intention and effects that are serious and marked and not those which are, though real, truly of lesser consequence (Grant v HM Land Registry [2011] ECWA Civ 769; Betsi Cadwaladr University v Hughes UKEAT/0179/13). In relation to the second limb and environment is a state of affairs whilst it may be created by the incident the effects should be of longer duration (Weeks v Newham College of Further Education (UKEAT/0630/11) and GMB v Henderson [2015] IRLR 451).
- 42 Purpose and effect are alternatives and should be considered separately. Purpose requires intention, whereas effect is unintentional.
- 43 'Effect' requires consideration of a subjective question, whether the claimant perceives themselves to have suffered the effect in question and an objective question as to whether it was reasonable for the claimant to consider that the treatment had that effect (Pemberton v Inwood [2018] CR 1292; Richmond Pharmacology v Dhaliwal [2009] IRLR 336). Therefore if the claimant is unreasonably prone to take offence there will be no harassment within the section.
- 44 'Related to' is a broad term that does not require a direct causal link but only a connection or association (R (EOC) v Secretary of Trade and Industry [2007] ICR 1234). It however it has its limits and as for direct discrimination the fact that the protected characteristic in question forms a relevant part of the background or would satisfy a 'but for' causation test is not enough (UNITE the Union v Nailard [2019] ICR 28).
- 45 Section 27 EQA in relation to victimisation provides:
- (1) *A person (A) victimises another person (B) if A subjects B to a detriment because:*
- (a) *B does a protected act, or*
- (b) *A believes that B has done, or may do, a protected act.*
- (2) *Each of the following is a protected act—*
- (a) *bringing proceedings under this Act;*
- (b) *giving evidence or information in connection with proceedings under this Act;*
- (c) *doing any other thing for the purposes of or in connection with this Act;*

- (d) *making an allegation (whether or not express) that A or another person has contravened this Act.*
- (3) *Giving false evidence or information, or making a false allegation, is not a protected act if the evidence or information is given, or the allegation is made, in bad faith.*
- (4) *This section applies only where the person subjected to a detriment is an individual.*
- (5) *The reference to contravening this Act includes a reference to committing a breach of an equality clause or rule.*
- 46 In the context of victimisation, it is hard to imagine circumstances where an 'honest and reasonable' action by an employer, could lead to a detriment to the employee. (Derbyshire v St Helens Metropolitan Borough Council 2007 ICR 841 HL)
- 47 An 'honest and reasonable' attempt by an employer to protect its position in litigation does not automatically protect it from a charge of victimisation. British Medical Association v Chaudhary 2007 IRLR 800 CA, 'reaffirmed the essential statement of law that a person does not discriminate if he takes the impugned decision in order to protect himself in litigation'.
- 48 In respect of claims under the EQA, the Court of Appeal stated that: 'The bare facts of a difference in status and a difference in treatment only indicates a possibility of discrimination. They are not, without more, sufficient material from which a tribunal 'could conclude' that, on the balance of probabilities, the respondent has committed an unlawful act of discrimination'. (Madarassy v Nomura International plc [2007] ICR 867)
- 49 Section 136 EQA provides:
- (1) *This section applies to any proceedings relating to a contravention of this Act.*
- (2) *If there are facts from which the court could decide, in the absence of any other explanation, that a person (A) contravened the provision concerned, the court must hold that that the contravention occurred.*
- (3) *But subsection (2) does not apply if A shows that A did not contravene the provision.*
- ...
- (6) *A reference to the court includes a reference to-*
- (a) *an employment tribunal;...*
- 50 If a claimant establishes a prima facie case of discrimination, then the

second stage of the burden of proof test is reached, with the consequence that the burden of proof shifts onto the respondent. According to the Court of Appeal, the respondent must at this stage prove, on the balance of probabilities, that its treatment of the claimant was in no sense whatsoever based on the protected ground. (Igen Ltd (formerly Leeds Careers Guidance) and ors v Wong and other cases [2005] ICR 931 CA)

- 51 If a Tribunal is able to make positive findings on the evidence it is not necessary to apply the burden of proof provisions mechanistically. In such a case a Tribunal may proceed directly to considering the reason for the treatment. (Hewage v Grampian Health Board [2012] UKSC 37)
- 52 The House of Lords adopted Brightman LJ's definition of 'detriment' when he stated that a detriment 'exists if a reasonable worker would or might take the view that [the action of the employer] was in all the circumstances to his detriment'. (Shamoon v Chief Constable of the Royal Ulster Constabulary [2003] ICR 337, HL)
- 53 In respect of the vagueness of the allegations, it is important to establish that the treatment was because of a protected characteristic it must be shown that a named individual (or a number of individuals) who subjected the claimant to a detriment was consciously or subconsciously influenced by the protected characteristic. Unless the claimant identifies the alleged discriminator(s), that exercise cannot be conducted and the claim will fail. (Reynolds v CLFIS (UK) Ltd [2015] IRLR 562)

Constructive unfair dismissal

- 54 The right not to be unfairly dismissed is set out in section 94 of the Employment Rights Act 1996 (ERA). For these purposes, an employee is dismissed by their employer if:

'the employee terminates the contract under which he is employed (with or without notice) in circumstances in which he is entitled to terminate it without notice by reason of the employer's conduct'

(section 95(1)(c) ERA)

- 55 This treatment of the employee's resignation as 'constructive dismissal' pre-dates the ERA and Lord Denning MR in the Court of Appeal decision in Western Excavating (ECC) Ltd v Sharp [1978] ICR 221 described the nature of the contractual breach which entitles the employee to accept that breach and treat the employer's conduct as dismissing them:

'If the employer is guilty of conduct which is a significant breach going to the root of the contract of employment, or which shows that the employer no longer intends to be bound by one or more of the essential terms of the contract, then the employee is entitled to treat himself as discharged from any further performance. If he does so, then he terminates the contract by reason of the employer's conduct. He is constructively dismissed.'

56 Therefore there are three elements that an employee needs to prove so as to demonstrate that they have been constructively dismissed:

a) A fundamental breach of the contract of employment between them on the part of the employer;

b) A causal link between the employee's resignation and that employer breach; and

c) Evidence of the employee accepting that breach before any affirmation of the contract.

57 The judgment of the Court of Appeal in Kaur v Leeds Teaching Hospital NHS Trust [2018] EWCA Civ 978 observed that

'In the normal case where an employee claims to have been constructively dismissed it is sufficient for a tribunal to ask itself the following questions:

(1) What was the most recent act (or omission) on the part of the employer which the employee says caused, or triggered, his or her resignation?

(2) Has he or she affirmed the contract since that act?

(3) If not, was that act (or omission) by itself a repudiatory breach of contract?

(4) If not, was it nevertheless a part (applying the approach explained in Omilaju v Waltham Forest London Borough Council [2005] ICR 481) of a course of conduct comprising several acts and omissions which, viewed cumulatively, amounted to a (repudiatory) breach of the Malik term? (If it was, there is no need for any separate consideration of a possible previous affirmation...)

(5) Did the employee resign in response (or partly in response) to that breach?'

Fundamental breach

58 An employer may, in the words of Lord Denning MR in Western Excavating, '[show] that [they] no longer [intend] to be bound by one or more of the essential terms of the contract' through a course of conduct, which may cumulatively amount to a fundamental breach of contract. This is so even if the 'last straw' incident does not, by itself, amount to a breach of contract (Lewis v Motorworld Garages Ltd [1986] ICR 157), although that 'last straw' must contribute to the course of conduct relied upon. A blameless act by the employer cannot be a final straw, even if the employee genuinely, but mistakenly, interprets the act as hurtful and destructive of his or her trust and confidence in the employer. (Omilaju v Waltham Forest London Borough Council [2005] ICR 481)

59 The test of whether the term of the contract has been breached is an objective one. There will be no breach simply because the employee subjectively feels that such a breach has occurred, no matter how genuinely this view is held (Omilaju).

60 The term breached may be an express term of the contract, or an implied one. In the case of the implied term of trust and confidence:

'A finding that there has been conduct which amounts to a breach of the implied term of trust and confidence will mean inevitably that there has been a fundamental or repudiatory breach going necessarily to the root of the contract, and entitling the employee to resign and claim constructive dismissal.' (Morrow v Safeway Stores plc [2002] IRLR 9).

Causal link

61 There must be a causal link between the breach by the employer and the employee's resignation (Meikle v Nottinghamshire County Council [2005] ICR 1).

Acceptance of that breach without affirming the contract

62 The issue of affirmation was discussed in the EAT case of Leaney v Loughborough University [2023] EAT 155 and was summarised.

63 Affirmation may be express or implied. Affirmation can be implied if the innocent party:

a) calls on the guilty party for further performance of the contract, since that conduct is only consistent with the continued existence of the contractual obligation;

b) themselves does an act which is only consistent with the continued existence of the contract. However, if the innocent party further performs the contract to a limited extent but makes it clear that he:

c) is reserving his rights to accept the repudiation; or

d) is only continuing to so as to allow the guilty party to remedy the breach, such further performance does not prejudice his right subsequently to accept the repudiation (WE Cox Toner (International) Ltd v Crook [1981] ICR 823).

64 Burden of proof – in unfair dismissal where there is an actual dismissal by the employer and once the reason for dismissal is established (the burden is on the employer to do so), the burden of proof is then neutral. In a claim of constructive unfair dismissal the burden is upon the claimant to establish the elements of the claim.

83. In respect of time limits, Acas early conciliation in the first claim took place between 6 October 2023 and 14 November 2023. Therefore any event

before 7 July 2023 is potentially out of time. All of the allegations considered were in time.

84. The indirect sex discrimination complaint is listed as:

6. Indirect sex discrimination (Equality Act 2010 section 19)

6.1 A “PCP” is a provision, criterion or practice. Did the respondent have the following PCP: a requirement for all employees to return to work in the office.

6.2 Did the respondent apply the PCP to the claimant?

6.3 Did the respondent apply the PCP to men or would it have done so?

6.4 Did the PCP put women at a particular disadvantage when compared with men?

6.5 Did the PCP put the claimant at that disadvantage?

6.6 Was the PCP a proportionate means of achieving a legitimate aim?
The respondent says that its aims were: improving communication and teamworking skills of staff to provide a high-quality service.

6.7 The Tribunal will decide in particular:

6.7.1 was the PCP an appropriate and reasonably necessary way to achieve those aims;

6.7.2 could something less discriminatory have been done instead;

6.7.3 how should the needs of the claimant and the respondent be balanced?

65 The first point to note is that the respondent did not advance any evidence to establish its justification defence (the proportionate means of achieving a legitimate aim). It had referred to its defence in paragraph 6.6 of the list of issues. Mr Williams revisited this in his submissions on liability. There was however, no evidence of this. The EHRC Code of Practice advises that it is up to the respondent to produce evidence and generalisations will not be sufficient (see paragraph 4.26).

66 On 11 July 2023 the claimant was informed in a meeting that the respondent was considering directing all staff to work in the office.

67 On the 19 July 2023 R3 emailed the claimant to inform her of R2’s decision that working from home was to cease for all (page 456). The claimant wrote back the same date and said she had an agreement to work from home after returning to work from maternity leave after three months. She said her son was 24 weeks old and that he was exclusively breastfed (page 455).

- 68 R2 responded to the claimant on Sunday 23 July 2023 and said: 'For now, please continue with WfH until 01/09/2023, and we will review the situation **in advance** of 01 Sept.' (page 454). [emphasis added]
- 69 The claimant seems to have interpreted this as saying she could only work from home until the end of August and then she would have to work from the office. That interpretation is incorrect.
- 70 The claimant then sent an email to R3 on the 27 June 2023 stating that it was mandatory for her to return to work in the office on the 1 September 2024 (page 453).
- 71 The Tribunal finds that a PCP of requiring all employees to work from the office was applied on the 19 July 2023 to the claimant.
- 72 The PCP applied to all staff, including men.
- 73 The PCP put women at a particular disadvantage when compared to men as only women¹ give birth and therefore breastfeed and/or are the main carer for a young baby.
- 74 The PCP put the claimant at that disadvantage.
- 75 It does not matter whether the PCP actually took effect, it is enough that the respondent intended the PCP to take effect. It does not matter whether or not what the respondent's motive was. Motive is irrelevant (Amnesty International v. Ahmed UKEAT 0447/08).
- 76 This claim is well-founded and succeeds.
- Harassment related to sex
- 77 There are three allegations of harassment set out as allegation 8 (page 145).

8 Harassment related to sex

8.1.1 Qasim Rashid Ahmad told the claimant that in his culture the grandparents of the baby are helping a lot with the upbringing of a child and the claimant should consider doing that at a meeting on 11 July 2023;

8.1.2 Qasim Rashid Ahmad told the claimant that he would be happy to change the entire staff of the Financial department at a meeting on 11 July 2023;

8.1.3 Mr Shuaib Yusaf; Kay Driscoll; R3 and/or Dr Qureshi not responding to and/or ignoring the claimant's emails and grievance raising concerns and issues about the respondent's decision to return to the workplace in relation to emails on

¹ For the purposes of this claim, the Tribunal is using the term women 'giving birth and breastfeeding' in the general sense.

19 July 2023; 27 July 2023; 31 July 2023; 1 August 2023; 4 August 2023; 1 September 2023; 9 September; 3 October 2023; 10 October 2023; 16 October 2023; and 30 November 2023

8.2 If so, was that unwanted conduct?

8.3 Did it relate to sex?

8.4 Did the conduct have the purpose of violating the claimant's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for the claimant?

8.5 If not, did it have that effect? The Tribunal will take into account the claimant's perception, the other circumstances of the case and whether it is reasonable for the conduct to have that effect.

78 The respondent admits that Mr Ahmad did make reference to grandparents providing assistance with the upbringing of a child at the meeting on the 11 July 2023. It says the comment was a general one and not one which was directed at the claimant or her circumstances. It denies Mr Ahmad said he would be happy to change the entire staff of the finance department at the same meeting.

79 The respondent did not call Mr Ahmad as a witness and these were allegations of harassment directed at him prior to the response being struck out.

80 A failure to call a relevant witness allows a Tribunal to draw inferences in respect of that failure (Royal Mail Group Ltd v Efobi [2021] UKSC 22).

81 Furthermore, the Tribunal is prepared to infer that as the first comment was made at the meeting on the 11 July 2023 and in the absence of any direct evidence from Mr Ahmad, that the second comment was also made.

82 This was at a meeting attended by the senior leadership team. The prospect of office based working in future was raised. The claimant explained that she had a working from home arrangement and the difficulties a new regime could cause her in caring for her young child, in particular feeding him. Sana Tahir had a baby at the beginning of 2021 and returned to work in 2022, also said that she would have difficulties.

83 In respect of the first allegation, the Tribunal is prepared to find that the comment was unwanted conduct and that it did relate to sex. It related to sex in the sense that the mother generally has the burden of caring for a young baby, compared with the father. That is particularly so if the baby is exclusively breastfed and will not take a bottle. The mother therefore bears the burden of all feeds until the baby is weaned.

84 The Tribunal finds this conduct did not have the purpose of violating the claimant's dignity. No doubt Mr Ahmad thought he was making a helpful suggestion. It did however have that **effect** upon the claimant (s 26(1)(b))

EQA). The effect was unintentional, however it did violate the claimant's dignity in respect of her childcare choices and the impact of the return to work from the office directive. The Tribunal finds it was reasonable for the comment to have that effect.

- 85 The comment was made in a meeting and was directed at the claimant's personal circumstances. She set out why the return to work at the office proposal would cause her difficulties. The comment was made in public and in front of her superiors. The Tribunal can accept this was humiliating and embarrassing for the claimant.
- 86 This allegation of harassment is well-founded (issue 8.1.1).
- 87 In respect of the second harassment allegation, whilst it may have been unwanted by the claimant, the Tribunal finds it was not related to sex. Mr Ahmad referred to change the entire staff of the finance department. That included male and female staff. It could not therefore relate to sex.
- 88 In respect of the third harassment allegation, the claimant did send emails to the named individuals.
- 89 The Tribunal does find some emails were ignored or not responded to. It also finds that was unwanted conduct. The claimant wanted or required a response and she sent chasing emails.
- 90 The Tribunal finds however, that ignoring the emails was not related to the claimant's sex. It was due to ineptness on the respondent's part. It may well have been that the respondent was unsure how to respond and was taking advice. It should, however, have acknowledged the claimant's email and at least sent a holding reply.
- 91 This is nothing more than a bald assertion by the claimant of conduct which she (rightly) is critical and a reference to her protected characteristic of sex. The burden of proof is upon the claimant and there is nothing 'more' asserted by her to transfer the burden (Madarassey).

Victimisation

- 92 As per the list of issues, the victimisation claim is: (page 145):

9 Victimisation

9.1 Did the claimant do a protected act as follows:

9.1.1 Raise a grievance on 27 July 2023;

9.1.2 [C to confirm]

9.2 Did the respondent do the following things:

9.2.1 Mr Yusaf proposed to withdraw the grievance in order to work from home until the conclusion of the claimant's fixed term contract on 17 August

2023. NB this allegation relates to without prejudice correspondence. The respondent waived privilege in respect of these documents.

9.2.2 Remove the claimant's phone number from the work what's app group on 6 September 2023. [C to confirm who removed her number]

9.3 By doing so, did it subject the claimant to detriment?

9.4 If so, was it because the claimant did a protected act?

- 93 By her further information, the claimant expanded the protected act to include an email of the 1 August 2023, a letter to R2 on the 9 August 2023 and his reply of the 17 August 2023 (this email is in fact the detriment relied upon for issue 9.2.1). The email of the 27 July 2023 was not in the bundle. There was no explanation as to why a crucial document which was identified as such on the 4 December 2024 was not in the bundle, nor why the document over which the respondent had waived privilege was not in the bundle. The documents appear at pages 44, 43, 57 and 61 in the claimant's bundle.
- 94 The correspondence of the 9 August 2023 and 17 August 2023 was without prejudice. Both sides have waived prejudice.
- 95 The claimant's solicitor's letter of the 9 August 2023 is potentially a protected act. It alleges the respondent's policy that all employees work from the office is indirectly discriminatory due to the claimant's sex.
- 96 The claimant's solicitor proposed agreed exit terms. All R2 did was to respond to that and to make a counter proposal (his email is the detrimental act). It was open to the claimant to accept or reject that proposal. She chose to reject it and had legal advice at the time. The Tribunal finds that it is not detrimental to the claimant for R2 to reject her offer of an agreed exit, by making a counter-offer. The counter-offer was clearly focused on the claimant remaining employed by the respondent and at rebuilding the relationship.
- 97 It cannot be correct that a claimant can make a legitimate complaint of a breach of the EQA (that being a potential protected act) and to propose settlement terms, which if rejected (potentially a detriment), then that amounts to victimisation. In fact R2 did not propose as per the allegation that the claimant had to withdraw her grievance in order to (as a condition of) work from home. R2 was focused on the claimant's employment continuing, not ending and he wanted to rebuild the relationship between her and her line manager. He viewed the grievance as impeding that and that was the reason he suggested it be withdrawn. The allegation as framed by the claimant is not established.
- 98 In respect of issue 9.2.2, the claimant was removed from a WhatsApp group on the 6 September 2023, as was Sana Tanvir (page 500). The reason they were removed from the group was R3's understanding that they were going to continue to work from home and there was no need for them to be

on the WhatsApp group. The WhatsApp group by then had become a means of communicating to each other when members of the team were running late or were unexpectedly not able to go into the office.

99 The Tribunal accepts that explanation for removing the claimant and Ms Tanvir from the group. In the alternative, it finds that even if the removal was a detriment, it was not because the claimant did a protected act. Even if R3 knew about the without prejudice correspondence (it is not clear that he did), he removed Ms Tanvir from the group besides the claimant. The removal was not because the claimant did a protected act.

100 The victimisation claim therefore fails as the determinants were not made out.

Constructive dismissal

101 The claimant's fixed-term contract was due to expire on 2 December 2023 (page 414). At that point she would have had four years' employment and therefore, she was entitled to the contract continuing. Regulation 8(2)(a) Fixed Term Worker (Prevention of Less Favourable Treatment) Regulations 2002 SI 2002/2024.

102 The claimant was absent from work from 2 August 2023 through ill health. She did not return to work.

103 During August, there were without prejudice discussion between the parties (that correspondence was not in the bundle and the respondent had waived privilege on 4 December 2024).

104 The claimant waived privilege in respect of her solicitor's letter to R2 of the 9 August 2023 (page 57 of her bundle) as this letter formed part of her protected act for her victimisation claim. Her solicitor proposed a 'an agreed exit' (page 59 of the claimant's bundle).

105 R2 responded to that letter on the 17 August 2023 (page 61 of the claimant's bundle). In that letter, R2 said (page 61 of claimant's bundle):

'Thank you for your letter, received by email on 9th August 2023.

Naturally, we are concerned to hear of the distress that Ms Petrachi has experienced, and that this has caused her to feel unwell.

We do not accept that she has been the subject of any discrimination, nor a breach of contract.

We are not minded agreeing to enter into a settlement agreement, but would like to counter your proposal by suggesting the following in order to reach a mutually agreeable resolution;

1. We do recognise that a less than ideal ambiguity in the arrangements regarding her place of work between her return from maternity leave and the end of her fixed term contract has led to the current circumstances,

and whilst our wider policy will remain that onsite working is ideal from an operational point of view, this will not be applied to Ms. Petrachi, and we will honour the arrangements that she had proposed, namely that she continues to work entirely from home between now and the conclusion of her contract.

2. In order to rebuild and repair the working relationship between us, Ms. Petrachi and her line manager meet (remotely) upon her return to work in order to agree how best to operate day to day communications in an efficient, accurate, and comfortable manner.

3. Ms Petrachi withdraws her grievance in light of the above.

4. We would also agree that as a gesture of good will, we would pay full-pay for the days on which she has been absent due to illness whilst this matter has been the cause of her absence, for a maximum of 10 days

5. We will make a contribution of £1,000 + VAT to Ms Petrachi's legal fees.

I would therefore be grateful if you would discuss our counter-proposal with Ms. Petrachi, and advise us at your earliest convenience if this would be an acceptable resolution to her.'

106 On the 24 August 2023 R2 acknowledged the claimant's further grievance and said a meeting would be arranged (page 466).

107 The meeting did not take place as the claimant wished to deal with matters in writing and the respondent agreed to this (page 475). This was an unfortunate position to take as there would have been much more clarity if the investigator had been able to speak directly to the claimant.

108 The investigator was from Peninsula Face2Face and was therefore independent of the respondent. A report was produced dated 8 September 2023 (page 485).

109 The outcome upheld the grievance in part.

110 The grievance outcome letter (seemingly dated 26 September 2023 (page 506 refers to it) was not in the bundle). The claimant referred to it in an eleven page email of the 3 October 2023 complaining that she had been given five working days to appeal. In short she asked for more time and said that she could not comply with that timeframe due to her health issues. The Tribunal finds it surprising that the claimant was able to draft and send such a detailed email of protest; yet she was not able to set out her grounds of appeal.

111 In any event, the claimant set out her 16-page grounds of appeal on the 10 October 2023 (page 517).

112 It is important to observe that the claimant's correspondence contained many references to employment law authorities and was verbose. This does not assist the claimant in her explaining what it was she was aggrieved

about. Which was in short, the respondent's decision that all staff should return to work in the office and the respondent's response to her protest at that decision.

- 113 The Tribunal was told the appeal contained 131 points and included new grievances.
- 114 On 10 November 2023 R2 informed the claimant that the licenses that were allocated to her were being temporarily allocated to a colleague due to her absence (page 537). Similarly, R2 had informed the claimant on 15 September 2023 that her duties were being covered by another employee (page 502).
- 115 The appeal was passed to a trustee of the respondent, not an employee, to consider. He wrote to the claimant on the 16 October 2023.
- 116 Then R2 send the claimant the new permanent contract on the 29 November 2023 (page 538). There is no record of the claimant confirming she accepted the new contract or that she wished to remain employed by the respondent (until the 15 January 2024).
- 117 It is not then clear what happened between the parties, however the respondent did not progress the claimant's grievance appeal. The Acas early conciliation certificate was issued on the 14 November 2023 and the claimant's claim was presented on the 10 December 2023. The claim was served upon the respondent on the 12 January 2024. The respondent cannot have been distracted by the claim until January as it was not aware of it until then.
- 118 According to the claimant's chronology, HR contacted her on the 11 December 2023 asking for an updated Med3 Fit Note. She replied on the 12 December 2023 and asked for a response to her correspondence. HR responded on the 13 December 2023 and said that outstanding matters were being reviewed.
- 119 R2 then emailed the claimant on the 8 January 2024 (page 542). R2 said:

'Trust all is well with you and the family, and that you managed a peaceful festive break. Happy New Year.

Your current medical certificate has now expired. You will recall that I wrote to you late last year about the offer for your Contract continuing. If it is your intention to accept the offer of further employment, please return your signed Contract of Employment, and a further medical certificate so that we may ensure that you receive any sick pay to which you may be entitled.

If it is not your intention to accept the Contract and your preference is to leave our employment, then please confirm your intentions at the earliest but by no later than Monday 15 January 2024. Naturally if you do intend to continue in our employment, we will

look to make the necessary arrangements for consideration of your appeal against the grievance outcome, unless this is not your wish.'

- 120 The claimant replied on the 15 January 2024 and said: she did not intend to resign; she remained too unwell to work; and the respondent was not following its own policies (in reference to the outstanding grievance appeal) (page 541). She also complained that she was being ignored.
- 121 R2 replied on the 17 January 2024 and said that after that 'clarification' he would make the necessary arrangements for the appeal to be held and '*Consideration of your appeal was not at all contingent on anything other than your wishes, and the delay only resulted from the uncertainty as to what these were, so I am grateful for your clarification*'. (page 541). The claimant replied on the 22 January 2024 (page 540).
- 122 Again, according to the claimant's chronology, Peninsula Face2Face contacted the claimant on the 19 January 2024 to inform her they had been appointed (this email is not in either bundle).
- 123 The claimant wrote to R2 on the 22 January 2024 (page 540). An invitation to an appeal meeting was sent to the claimant on the 5 February 2024. There was communication between the claimant and Peninsula Face2Face on the 9 February 2024, which continued on the 15 February 2024 and 19 February 2024 (page 548).
- 124 A report was produced dated 29 February 2024. This document was not in the bundle and therefore, it was not referred to by either of the respondent's witnesses. Mr Williams made an application for it to be admitted saying it was useful. That application was allowed, however, it is difficult to understand why a 'useful' document was not included in the bundle. Mr Williams said that it set out the respondent's position on constructive dismissal.
- 125 The appeal outcome was communicated to the claimant on the 15 March 2024 (not in the bundle). R2 adopted the Peninsula Face2Face consultant's report, which was to dismiss the appeal in its entirety.
- 126 The claimant resigned with immediate effect on the 12 April 2024 (page 559). In her witness statement, the claimant cited the treatment she had received following her return from maternity leave, which included the withdrawal of the agreed working from home, the grievance, the appeal and the lack of meaningful engagement during her sickness absence (paragraph 272). She referred to her trust and confidence in the respondent being destroyed, that it was a fundamental breach and she resigned as a result.
- 127 By the time the claimant resigned, there had been a period of time in which the claimant had been ignored and this was particularly so once she appealed against the grievance outcome. The Tribunal finds the respondent's conduct was likely to seriously damage the relationship of trust and confidence between the parties. It was not intentional, but it was likely to destroy it. It was reasonable for a person in the claimant's position to

consider the respondent's conduct as such (objectively). The most recent act (or the last straw) was the outcome of the grievance appeal. There was an unexplained delay between the grievance appeal and the outcome. In addition to that, there was the omission of the respondent not addressing the claimant's additional grievances which were raised as part of the appeal. Those additional grievances were ignored and the respondent did not say or address what it was going to do about them.

128 The Tribunal accepts the implied term of mutual trust and confidence was breached by the respondent. It was a fundamental breach. The most recent breach was the appeal outcome which did not address the claimant's new grievances or state that they would be considered under a separate process. The respondent had ignored the claimant for significant periods of time. It did not acknowledge emails or give an explanation for delay. Also, the claimant raised new grievances in her appeal and the respondent was aware of this. It did nothing about addressing those additional grievances (raised on the 10 October 2023). There was a causal link between the respondent's breaches and the claimant's resignation. The claimant did not affirm the contract, she resigned on response to the breach and did so promptly.

129 The claim of constructive unfair dismissal is well-founded and it succeeds.

Remedy

130 As the claimant's indirect discrimination claim and one claim of harassment have been successful, the Tribunal has addressed remedy. There is also remedy in respect of the successful constructive dismissal complaint.

131 The respondent was given the opportunity to cross-examine the claimant on remedy and to make submissions. It declined to do so and made a closing submission which did not address remedy.

132 This hearing was listed at the preliminary hearing on the 4 December 2024. The indicative hearing timetable provided for 'compensation or other remedies if necessary' to be addressed on the afternoon of the fifth day (page 123).

133 The direction in respect of witness statements said the witness statements 'must include any evidence about financial losses and any other remedy the claimant is asking for' (page 138).

134 At the preliminary hearing on the 23 June 2025, Employment Judge Martin noted: 'if possible remedy will be considered however with the consolidation of the claims it may be that remedy is heard separately from the liability hearing'.

135 The Tribunal was satisfied the claimant was on notice remedy would be heard at this hearing and there was no objection from either party to it doing so. The claimant had provided a six-page schedule of loss.

- 136 Furthermore, the list of issues included remedy for discrimination or victimisation (page 147). That list included the issue 'has the discrimination caused the claimant personal injury and how much compensation should be awarded for that?'.
137 There was no personal injury claim pleaded and the claimant did not advance such a claim.
138 The claimant provided little remedy evidence. There was a remedy bundle of 89 pages before the Tribunal. That bundle however contained extremely limited information about injury to feelings and the claimant's witness statement did not address this. Her witness statement (the final two pages) did address how Peninsula's conduct of these proceedings had caused her additional distress. This will be addressed in her claim for aggravated damages.
139 The respondent is a charity which at the time the ET3 was presented, employed 294 staff. It had an internal HR department, however the claimant said HR staff left March and April 2023 and that left the respondent without a HR function and that was the case when she returned from maternity leave.
140 The respondent also had access to its employment law advisers Peninsula.
141 The Tribunal accepted that unlawful discrimination caused the claimant some injury to feelings. Some of that was demonstrated during the hearing. That demonstration was not however something the respondent could challenge (if it had been able to).
142 There was however, no substantive evidence from the claimant regarding injury to feelings which the Tribunal could take into account.
143 In the claimant's schedule of loss, she referred to a 'serious and medically evidence deterioration in health, disruption to an established senior career trajectory, and a consequent impairment of earning capacity' (page 10 claimant's remedy bundle).
144 There was a deterioration on health that was obvious to the Tribunal. There however no evidence that the respondent was liable for that or that it resulted from the unlawful discrimination. There was evidence of an increase in prescription doses, but no more than that. There was nothing to link those increases to the respondent or the unlawful discrimination. Again it can be inferred that some may be linked to the respondent. The Tribunal is unable however to go any further than that.
145 The claimant had returned to work full-time when her baby was three months old. It was her decision to do so. Her baby was totally dependent upon her for feeding. The claimant told the Tribunal and it accepted that, she was exhausted. She also had the prospect of covering for colleagues during August 2023 when two of them would be on leave. That fact is not connected to the discrimination.

- 146 In respect of the career trajectory, that is not accepted. The respondent rated the claimant and R2 said: (his witness statement paragraph 6):

'She was a diligent and dependable employee who was knowledgeable, reliable, and eager to learn. I enjoyed a productive and positive relationship with her. I firmly believed she was destined for higher managerial and professional roles within our organisation.'

- 147 R3 said during the investigation into the claimant's grievance: (page 497)

'Prior to the CEO's email, during a meeting between the finance department staff and the Head of Transformation, Adriana stated that she back to work early from maternity leave and agreed to WFH, but she would be unable to continue her employment if required to return to the physical workplace. Following this meeting, the Head of Transformation inquired about my contingency plan in the event Adriana chose not to continue with the company. I conveyed that losing Adriana's contributions would be a significant setback for the finance department.'

- 148 The Tribunal is not aware of any complaints about the claimant's performance once she returned from maternity leave and so it concludes there were none.
- 149 Notwithstanding the claimant was well thought of, well respected and her contribution was valued; it is not accepted that she was on an 'established senior career trajectory'. There is no evidence of this. There is an extract from a document entitled 'How much do accountants really earn?', with for example a table entitled 'Salary for 'financial accountant' roles in 2024 (Ashdown Group) (page 83). This documentation does not assist the Tribunal and it does not relate to the claimant's position.
- 150 It is clear the claimant worked under a fixed-term contract from 2 December 2020 to 3 December 2021 on a salary of £30,000 (claimant's remedy bundle page 16). There was a second fixed-term contract from 2 December 2021 to 2 December 2023, again, at a salary of £30,000 (claimant's remedy bundle page 19). The respondent then offered a permanent contract from 3 December 2023, with an increase of salary to £32,760 (page 23 claimant's remedy bundle). The Tribunal finds that the claimant would therefore have had modest salary increases had she remained with the respondent. Had the claimant sought work outside of the charity sector, she may well have earned more. When she resigned in June 2022, she clearly thought she could either earn more setting up her own business, or that she could match her current salary with the respondent by working for herself, but by possibly working fewer hours. In any event, knowledge of her pregnancy changed her mind and she decided in the circumstances to remain with the respondent. Clearly she wanted security in relation to an existing role in an organisation with which she was familiar.
- 151 The claimant claimed future losses. Her schedule of loss indicates that SSP was paid between August 2023 and March 2024 (£4,098) (page 11 claimant's remedy bundle). She then received DWP benefits between June

2024 and January 2026 (according to her remedy bundle) (page 11).

- 152 Unfortunately for the claimant, she was unable to work after she resigned and on 18 September 2024 the DWP confirmed that she had limited capacity for work (claimant's remedy bundle page 47). The claimant was not required to look for work but was required to meet with her work coach.
- 153 This leads the Tribunal to conclude that there was no loss of salary once the claimant resigned to the date the DWP found the claimant had limited capacity to work. There is therefore no loss awarded for this period. The claimant simply was unfit for work and had she remained in the respondent's employ, she would be on zero pay. She may have been able to claim and should have claimed any benefits to which she was entitled.
- 154 The Tribunal took into account the fact the claimant had previously recovered from a traumatic event and then returned to work (her witness statement paragraphs 5 to 7). Factually, in this case, the claimant has not experienced the same level of recovery and she is still unfit for work.
- 155 The claimant is awarded £500 for the loss of statutory rights as claimed and a basic award of £2,520 with a 25% uplift for the failure to follow the Acas Code. The failings are the inexplicable delay once the claimant appealed against the outcome of her grievance and the failure to address the new grievances which she raised.
- 156 In respect of injury to feelings, the Tribunal has taken account of the authority of Eddie Stobart Limited v Graham [2025] EAT 14. The case held that the Tribunal had erred in law in awarding a claimant a manifestly excessive amount of compensation of £10,000 for injury to feelings. At paragraph 52 there is some helpful matters to consider listed.
- 157 They are:
- a) the claimant's description of their injury;
 - b) duration of consequences;
 - c) effect on past, current and future work; and
 - d) effect on personal life of quality of life.
- 158 The Tribunal was not provided with the claimant's description of their injury. It can infer the claimant was profoundly upset by the events, but there is no description of it from the claimant.
- 159 The duration of the consequences was from July 2023 to the claimant's resignation in April 2024 and thereafter.
- 160 There is an effect on the claimant's ability to work from August 2023 to April 2024; then to September 2024 and beyond that date, when she has been unfit for work. There is however no evidence before the Tribunal to

establish how much that is due to the injured feelings, or is due to other factors. The claimant had further gynaecological issues and she was diagnosed with Functional Neurological Disorder in October 2023. There was no evidence as to causation. It can be inferred that the claimant blames the respondent for all of health reasons which prevented her from working. That is not accepted and certain some of her health issues predated the event she complained about in these proceedings.

- 161 Again, the Tribunal can infer there was an effect on the claimant's personal life; but there is no evidence of this from the claimant.
- 162 The Tribunal accepted that there was some injury to feelings and that an award should be made in respect of that. It takes account that the harassment comment was made in a public meeting; it found however that it was unintentional. It also takes into account the fact the indirect discrimination was unintentional.
- 163 There was also a significant impact upon the claimant's health (although the unlawful discrimination was not the sole cause of that). The way grievance and appeal were handled breached the implied term of trust and confidence, so the discriminatory acts had serious consequences. The Tribunal has considered the respondent's conduct to support inferences about the injury to the claimant.
- 164 In view however of the lack of evidence from the claimant, the Tribunal is of the view that this is a lower Vento band case and the Tribunal is prepared to award £10,000 for injury to feelings.
- 165 The claimant has claimed aggravated damages. The Tribunal should, if it awards aggravated damages be conscious not to allow double recovery. Aggravated damages are compensatory not punitive. Aggravated damages are a subset of injury to feelings.
- 166 The Tribunal has the power to award aggravated damages when the act is done in an exceptionally upsetting way: 'high-handed, malicious, insulting, or oppressive behaviour' (Commissioner of Police of the Metropolis v Shaw UKEAT/0125/11/ZT).
- 167 Unlike the evidence of injured feelings, the claimant has provided some evidence of the aggravation she suffered from. The last two pages of her witness statement relate to the manner in which Peninsula has conducted the litigation in response to her claim.
- 168 The Tribunal finds there is merit to that. Peninsula has not complied with its duty under the overruling objective. Rather than seeking to reach resolution, it put barriers up or, it acted high-handedly in, for example, sending the claimant many different version of the bundle, without attempting to address the issues the claimant raised. It did not seek to cooperate and it imposed its solution upon the claimant. It repeatedly breached Orders of the Tribunal, which caused the claimant distress. It is extremely disturbing for a claimant who complies with the Tribunal's Order to witness a respondent

disregarding them; apparently without any penalty. There was an additional preliminary hearing due to the late presentation of the response to the second claim, which was found to be due to Peninsula's lack of action, than the respondent. Even when Peninsula was on a final warning (from Employment Judge Leith on 2 October 2025), it did not heed that. It did not provide the bundle to the claimant by the date specified. It delivered the hard copy bundle to her less than three working days before the final hearing.

169 As there is evidence of the aggravation Peninsula's actions have caused the claimant, the Tribunal is prepared to make a separate award of aggravated damages of £5,000.

170 Interest is awarded on the injury to feelings award encompassing the aggravated damages element.

Basic award	4 x gross week's pay of £630	£ 2,520
Acas adjustment	25% uplift	£ 630
Compensatory award		zero
Loss of statutory rights		£ 500
Injury to feelings in the sum of £10,000, incorporating aggravated damages of £5,000		£15,000
Interest 19 July 2023 to 13 February 2026 940 days x 8%		£ 3,090
Sub total		£21,740

171 The claimant's monetary claims. The claimant claimed:

a) Holiday pay – 1 day outstanding	£ 134.82
b) Holiday pay – payment shortfall	£ 131.28
c) Notice pay – 1 month	£2,921.10

172 On the 11 February 2026 Mr Williams said that the monetary sums were conceded. He mentioned a 'round figure' of £1,500. The Tribunal was not particularly focused on the figure itself as it understood the matter was conceded.

173 At the conclusion of the hearing and after oral judgment and reasons had been provided, Mr Williams raised this matter and it was agreed that the figures should be included in the judgment. Mr Williams said a figure of £1,500 had been agreed. Mr Petrachi disputed this.

174 In any event the respondents' response has been struck out and other than

the respondent making a prompt payment to the claimant in respect of these outstanding sums, the concession is neither here nor there.

175 The notice pay sum claimed appears to be incorrect. One twelfth of the claimant's annual salary is £2,730.

176 In addition therefore to the sums awarded for injury to feelings, interest, basic award and loss of statutory rights, the following sums also awarded:

Holiday pay – 1 day outstanding	£ 134.82	
Holiday pay – payment shortfall	£ 131.28	
Notice pay – 1 month	£2,921.10	£2,730
Sub total		£2,996

177 The total sum due to the claimant is therefore

£21,740 plus

£ 2,996

Grand total £24,736

[All figures have been rounded up or down to the nearest pound.]

178 Also at the conclusion of the hearing, Mr Petrachi stated that he required 'full adjudication of all claims'. It is understood what he means by this is that he requires the Tribunal to consider and to adjudicate upon the remaining claims the claimant presented (whistleblowing, pregnancy and maternity discrimination and disability discrimination).

179 It was explained at the outset that it was not proportionate to consider every claim which the claimant brought. There is duplication (particularly between the whistleblowing and victimisation). It is not in accordance with the overriding objective for further Tribunal time to be given to these claims and nothing additional is achieved by doing so. Even if one of those claims was successful, it will not increase the injury to feelings sum awarded.

180 The first claim was presented in December 2023 and this final hearing took place over five days over two years later. There have been three preliminary hearings. Thus far, this claim has had more than its share of Tribunal time. The issues were relatively narrow, however the claim has expanded out of all proportion. The claimant was informed she had to return to work in the office. That was found to be indirect sex discrimination. There was one comment found to be harassment. She raise a grievance and once she appealed the outcome of that grievance, it was not handled properly. Such that it amounted to a breach of the implied term of mutual trust and confidence, such that her constructive unfair dismissal claim succeeded. The period covered was July 2023 to April 2024.

- 181 The overriding objective does not only apply to this claim. It applies to other Tribunal-users. They are entitled to have their claims determined.
- 182 There is nothing to be added by spending further Tribunal time considering the remaining claims.

Approved by:

Employment Judge Wright

3 March 2026

JUDGMENT SENT TO THE PARTIES
ON 19 March 2026

FOR THE TRIBUNAL OFFICE

P Wing

P Wing