



EMPLOYMENT TRIBUNALS

Claimant: Salavat Magazov

Respondent: Lumora Limited t/a Erba Molecular

Heard at: Watford (Remote)

On: 30 September 2025
27 February 2026

Before: Employment Judge P Feeney

REPRESENTATION:

Claimant: In person

Respondent: Miss S Akers, Counsel

RESERVED JUDGMENT ON REMEDY

The Tribunal awards the claimant the amount of £10,943 in respect of unlawful deductions of wages and the respondent is ordered to pay the same

REASONS

1. The claimant was successful in his claim heard on 21 August 2025 regarding unlawful deductions in that he claimed he had not been paid his full bonus in particular he was not paid at all in respect of his last year before being made redundant.
2. I found that he was due a bonus for 2022, 2023 and 2024. I found the bonus was contractual and not wholly discretionary.
3. Today was a remedy hearing heard remotely, allocated to Bury St Edmunds.

4. For the respondent I heard from Mr Laverick, the claimant's previous line manager; from Mr Varanasi a Director ,and from Mr Tisi, President of Erba.
5. For the claimant I heard from the claimant himself. Mr Tisi, President of Erba Molecular.
6. The claimant had been persuaded to take the job with the respondent when he was offered a 20% bonus and healthcare as he was not happy with the salary of £85,000. He negotiated this with Tel Raschid who he understood was the respondent's HR director however he is described now as a recruiter but he was employed by an associated company.
7. He did receive a bonus in his probationary period (end of August 2021 to February 2022) of £3,000 as can be seen in paras 17 and 18 of my judgement he complained about this to Tel Rashid.
8. He was told that the bonus was based on performance and that he would need a 100 percent score to get the full bonus – this would represent a 5 in the respondents scoring system for appraisals. Any less would reflect the score given by his manager. The claimant accepted in cross examination that the bonus was based on performance. Also relevant is the fact that his offer letter said his bonus was up to 20 percent. The respondent argued bonus was calculated on the basis of scores, overall performance of the business and by agreement with the Directors. However, this was never explained to the claimant until much later in his employment and was not set out in writing at any point. This method of calculation was also set out by the respondent's witness in the remedy hearing.
9. The claimant disputed the scores given by his manager which was 3.5 for 2022.
10. However, they had gone through a process to arrive at this figure.he had scored himself as 5 his manager Mr Laverick had then discussed the self-appraisal process and he reduced it to 3. Mr Laverick gave the claimant 3.5 which I find is a testament to his fairness at that point Accordingly, for that year I accept that was a reasonable score. How that translated into a bonus is the crucial issue for this remedy hearing.
11. In that year the claimant received a bonus of £3,500 although £1000 was a cost of living payment across the board so I find that element cannot be set off against anything I award today.
12. In 2023 the claimant was given notice of redundancy in August 2023 he was put on garden leave and his final day was 4 November 2023.
13. The claimant accepted in cross examination that he could not be appraised whilst on garden leave. However, he could be appraised for the rest of the year until August and it is a moot point whether that appraisal applied to 7 months or 10 months (notice being 1/8 and his last day being 4/11). However, no appraisal was done for the claimant and Mr Varanasi stated that

historically no appraisals were done by the company if someone left whether a good or bad leaver. There was nothing in the claimant's contract to this effect, I did not accept it .

14. Mr Laverick stated in evidence he would have given the claimant a 3 for his last year. The claimant disputed that as he said he had produced a working version of what was required and therefore should have got a 5.
15. I cannot accept this as on the balance of probabilities it seems highly unlikely the project would have been closed if a product with a prospect of succeeding had been produced.

Contractual or discretionary

16. In respect of the law I stated in my last judgment
17. "In respect of discretionary payments, it has been previously held that non contractual discretionary payments fell within section 27 if there was a reasonable expectation that they would be paid. However, this was overturned by the Court of Appeal in **New Century Cleaning Company Limited v Church (2000)** – there had to be some legal although not necessarily contractual entitlement to the payment in question.
18. Generally, in respect of bonuses difficulties may arise where the parties' agreement is not set out in writing or is ambiguous. Bonuses can be an important part of remuneration and are often used as a means of incentivising performance as loyalty as here.
19. It is a very difficult area to decide whether a bonus is contractual or discretionary. Obviously, a bonus scheme will be contractual if it is incorporated into the terms of the employee's contract, either expressly or by implication, and a scheme will usually set out conditions of eligibility and the amount to be paid or the manner of calculating the amount. Even where a bonus is discretionary the discretion must not be exercised in an irrational or perverse manner.
20. It might not be transparent as to whether "discretionary" refers to the payment itself or the calculation or the amount or all three. There have been cases that even where the word "discretion" has been used a bonus has been found to be contractual.
21. The safest way to proceed from an employer's point of view is to ensure that there is a term in the bonus scheme, the contract or offer letter stating that the scheme does not give employees a contractual right to be paid a bonus.
22. Neither is an employer's discretion unfettered as referred to above.

23. There has been case law on the implied duty not to exercise discretion in a way that is irrational or perverse.
24. Clearly, all the advice is that a respondent should make this point absolutely clear as even the use of the word “discretionary” is not necessarily sufficient to establish that a payment is discretionary rather than contractual.
25. I note that I was not referred to any caselaw in respect of the contractual issue.”
26. I found it was contractual however the terms of the calculation of bonus were not clear as there had been no written agreement save for the offer letter and the advice of Mr Raschid.
27. In respect of what can be implied into the contract given there are no express terms I have not been directed to any law or legal principles. However it is well established that such terms can be determined by law, practice, or on a ‘business efficacy test’ ; what would the parties have agreed if the matter had been discussed in detail; Or/and considering all the terms of the contract

Conclusion

28. Given there was no set down formula for assessing how to calculate bonus from scores I have to make a decision based on the established tests above .In particular MR Raschid’s quote that you would need a 5 for 20% and otherwise it would depend on scores. There was no suggestion of other factors. The claimant was not asked would he have agreed to the formula proposed by the respondent but the fact he has brought this case speaks for itself.
29. I accept Mr Laverick’s evidence that a bonus would not be payable unless there was a score of at least 3 as it is common-sense that a 0, 1, or 2 would have been unacceptable performance and the company would have been looking at termination not bonuses.
30. I have based my judgment on the following principles:-
 - 23.1 That a 3 would be required for a bonus.
 - 23.2 That he was entitled to a bonus of upto 20%
 - 23.3 That for each score of 3 or 4 or 5 a third of 20 percent would have been received.
 - 23.4 That the claimant should have received a leaving appraisal - he was not leaving of his own accord or because of misconduct and there was nothing to set down stating a leaver would not get a bonus.
 - 23.5 That his scores are accepted but for his last year I have to make an educated guess.
 - 23.6 That bonuses are based on a calendar year

23.7 That for his last year the period is 11 months ie to 4 November

23.8 That the claimant's salary was £85000 in 2021 and 2022 but £ 80000 in 2023

23.9 That payments for bonuses should be deducted from initial calculations

24 I propose a linear approach that for scores 3 and above a third of 20% would be awarded .ie a third for 3 two thirds for 4 and the full 20% for 5;pro-rated for a .5. .Then the proportion of the calendar year and salary would be relied on .

25 My award is as follows

1. No award for 2021 when the claimant received £3500 as based on my method of calculation the claimant would only have received 2,833.33 based on a 3

2. For 2022 when the claimant was awarded a 3.5 : 20%x a salary of £85000 is £17000 i.e. the score for a 5 I calculate 3.5 as £8499 less the amount received by the claimant that year which was £2500.

3. I have ascribed a score of 3 for 2023 based on a salary of £89000 ; again a 5 would give an employee £17800. For a 3 the claimant is awarded £5933. This then needs to be reduced to 10/12th to reflect that he stopped being an employee on 4 November 2023. That is therefore £4944. No deductions as no payment received.

26. **Total** £ 8499.00-2500 =5999 plus £4944 = **£10943**

Approved

Employment Judge P Feeney

27 July 2026

JUDGMENT AND REASONS SENT TO THE PARTIES ON
28 July 2026

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