



EMPLOYMENT TRIBUNALS

Claimant: Mr A Sood

Respondent: ICTS UK and Ireland

Heard at: Watford Employment Tribunal (In Public; By Video)

On: 16 March 2026

Before: Employment Judge Quill (Sitting Alone)

Appearances

For the Claimant: litigant in person
For the respondent: Mr R Katz, solicitor

On 16 March 2026, oral judgment with oral reasons was given. On 29 May 2026, the written record of that decision was sent to the parties. On 29 May 2026, written reasons were requested. These are those written reasons.

REASONS

Introduction

1. On 15 May 2025, the claim form was presented. It contained an interim relief application, which was dealt with. On 7 August 2025, the parties were informed that there would be a public preliminary hearing, which would consider strike out. That hearing was postponed and rescheduled for 16 March 2026.

The Hearing and the Documents

2. The Respondent's side and I were ready to start at 10am, but the Claimant was not present. The start time was deferred until 10.15am. Enquiries were made and the hearing resumed at 10.15am. After I had informed the Respondent's representative that attempts to contact the Claimant had been unsuccessful and that HMCTS had no trace of the Claimant attempting to phone or email, or

otherwise seek to explain his absence, the Respondent began its submissions about what I should do in those circumstances. The Respondent began its argument that there should be no postponement in the circumstances, but rather I should proceed in the Claimant's absence (the Respondent was pursuing strike out) or else I should dismiss under Rule 47.

3. As the Respondent was making these submissions, the Claimant arrived at around 10.25am. He told me that he had been trying to join but had had technical difficulties. I accepted that application and the hearing got underway.
4. I had a 73 page pdf bundle from the Respondent and the Claimant had that too.
5. I also had the Tribunal file available, and the parties would have been able to refer me to other items that had been submitted to the Tribunal that were not in the bundle, though neither side did so.
6. We commenced a discussion about the claims and issues. The Claimant's internet connection (or some other technical issue) prevented the Claimant's audio being heard in the video room. (The audio was not non-existent, but cut in and out to an extent that was not manageable). At his end, his video connection did not enable him to see me and the Respondent's representative. At the Tribunal's end, a very pixellated image of the Claimant appeared, which was not moving.
7. I provided the Claimant with a phone number to dial into the hearing instead and he did so. I asked if he was content to proceed with audio access only, or if he wanted me to consider postponement of the hearing, and rescheduling it as a face to face hearing. The Claimant's preference was to continue, and I was content to do that.
8. As per [Bundle 46], there was an application to amend the claim (attaching [Bundle 48], the proposed new Particulars of Complaint). So that was one issue to be dealt with.
9. As per [Bundle 49], the Claimant sent an email on 2 October 2025 which withdrew claims for arrears of pay and holiday pay.

The Claims and Issues

10. Once the Claimant had joined by phone, and was able to hear, and be heard, I took the parties through the original version of the claim form that had been presented in May 2025.
11. The boxes ticked in Section 8.1 of the claim form were for:
 - 11.1 unfair dismissal.

11.2 whistleblowing claim including dismissal or any other unfair treatment after whistleblowing

11.3 holiday pay

11.4 arrears of pay

12. Within section 8.2, the Claimant included:

I am seeking compensation for:

- Lost earnings
- Breach of contract
- Failure to follow a fair dismissal process
- Emotional distress and reputational damage

13. Within section 9.2, he stated:

I am seeking financial compensation for:

- Lost earnings for shifts and contracted work. I was scheduled to begin after training
- Time spent undergoing training under the expectation of employment
- Emotional distress, stress, and anxiety caused by the sudden and unfounded termination
- Reputational harm and damage to future employment prospects

I also request:

- A formal written apology
- Rectification of my records, especially vetting failure references
- Reinstatement into my original job, or an alternative role with ICTS or a related contractor at Heathrow

A recommendation from the tribunal that the employer reviews its internal vetting and dismissal procedures

14. Within the additional information at section 14, he referred to a data subject access request, and to a desire for the Civil Aviation Authority to be notified.

15. The claims for arrears of pay and holiday pay were withdrawn by the Claimant's email of 2 October 2025. During this hearing, with the Claimant's agreement, they were dismissed on withdrawal

16. Having highlighted the contents of the original claim to the parties, I commented on the contents of the amendment application. I asked whether, claims alleging that the dismissal was on the grounds of protected disclosure were withdrawn. This was because the proposed "AMENDED ET1 – CLEAN VERSION" included:

This claim is brought solely as ordinary unfair dismissal under Section 98 Employment Rights Act 1996.

and

Section 10 – Protected disclosure

Not applicable – no protected disclosure claim is pursued.

17. The Claimant confirmed that the complaint alleging that the dismissal was on the grounds of protected disclosure was withdrawn. It was dismissed on withdrawal.

Amendment application

18. I heard from both sides in connection with the Claimant's email and attachment of 2 October 2025, described by the Claimant as an amendment application.
19. It was common ground between the parties, and set out in the original claim form and original response form, that the Claimant was an employee from around 22 April 2025 to around 9 May 2025. According to both sides, his period of employment was much less than two years, and indeed less than one month.
20. If the so-called "amendment application" were to be allowed, then the only claim would be one of "ordinary" unfair dismissal. While "ordinary unfair dismissal" is not an expression used in the Employment Rights Act 1996 ("ERA"), it distinguishes a claim that is based purely on sections 94 and 98, from the various complaints of so-called "automatic unfair dismissal", including those, for example, at sections 98B to 104G ERA.
21. My decision was that, reading the original claim form as a whole (as required by the guidance in Moustache v Chelsea and Westminster Hospital NHS Foundation Trust [2025] EWCA Civ 185, and the earlier cases cited therein), the Claimant did not require permission to amend. The contents of the claim form as presented already made sufficiently clear that he was alleging "ordinary unfair dismissal" (as well as other complaints, but those other complaints having been withdrawn).
22. My decision was that the arguments that the Respondent suggested for refusing (what had been described as) the amendment application were actually matters that I should, instead, take into account when deciding whether to strike out a claim that had already been presented.

The Law on Strike Out / Deposit Orders

23. In the Employment Tribunal Procedure Rules 2024, Rule 38 deals with strike out.

38.— Striking out

(1) The Tribunal may, on its own initiative or on the application of a party, strike out all or part of a claim, response or reply on any of the following grounds—

- (a) that it is scandalous or vexatious or has no reasonable prospect of success;
 - (b) that the manner in which the proceedings have been conducted by or on behalf of the claimant or the respondent (as the case may be) has been scandalous, unreasonable or vexatious;
 - (c) for non-compliance with any of these Rules or with an order of the Tribunal;
 - (d) that it has not been actively pursued;
 - (e) that the Tribunal considers that it is no longer possible to have a fair hearing in respect of the claim, response or reply (or the part to be struck out).
- (2) A claim, response or reply may not be struck out unless the party advancing it has been given a reasonable opportunity to make representations, either in writing or, if requested by the party, at a hearing.
- (3) Where a response is struck out, the effect is as if no response had been presented, as set out in rule 22 (effect of non-presentation or rejection of response, or case not contested).
- (4) Where a reply is struck out, the effect is as if no reply had been presented, as set out in rule 22, as modified by rule 26(2) (replying to an employer's contract claim)..
24. Strike out is a “[Draconian] power, not to be too readily exercised.” (Blockbuster Entertainment v James [2006] IRLR 630).
25. Rule 38(1)(a) stands apart from the others in that it covers situations in which deals with the substantive merits of the claim itself. The other 4 sub-paragraphs do not deal with the merits of the underlying claim, but rather with the way in which the litigation (for the specific claim or claims in question) has been pursued.
26. Where the argument is that Rule 38(1)(a) applies, Article 6 rights are also relevant, but Article 6 can potentially be satisfied by a fair hearing (or fair decision on the papers) that determines that the claim or response has no reasonable prospects. Article 6 does not demand that every litigant always has the right to a full hearing at which evidence is heard before the claim/defence is adjudicated.
27. Striking out a claim is a Draconian step which is only to be taken in clear cases.
- 27.1 where there are core issues of fact that turn to any extent on oral evidence, they should not be decided without hearing oral evidence;
 - 27.2 the Claimant’s case must ordinarily be taken at its highest;
 - 27.3 if the Claimant’s case is “conclusively disproved by” or is “totally and inexplicably inconsistent” with undisputed contemporaneous documents, it may be struck out; and
 - 27.4 a Tribunal should not conduct an impromptu mini trial of oral evidence to resolve core disputed facts.

- 27.5 In Community Law Clinics Solicitors Ltd & Ors v Methuen UKEAT/0024/11, it was stated that in appropriate cases, claims should be struck out and that *“the time and resources of the ET’s ought not be taken up by having to hear evidence in cases that are bound to fail.”*
- 27.6 In ABN Amro Management Services Ltd v Hogben UKEAT/0266/09, it was stated, *“If a case has indeed no reasonable prospect of success, it ought to be struck out.”*
28. In Cox v Adecco UKEAT/0339/19/AT, the Employment Appeal Tribunal reviewed the case law and gave some important guidance. It is always necessary for the judge/tribunal to be sure that they understand the party’s case properly, before deciding whether to strike out. It is always necessary to take account of the overriding objective; ensuring that parties are on an equal footing may require active consideration of the principles in the Equal Treatment Bench Book, and any other appropriate guidance. In Cox, the following principles were suggested:
- (1) No-one gains by truly hopeless cases being pursued to a hearing;
 - (2) Strike out is not prohibited in discrimination or whistleblowing cases; but especial care must be taken in such cases as it is very rarely appropriate;
 - (3) If the question of whether a claim has reasonable prospect of success turns on factual issues that are disputed, it is highly unlikely that strike out will be appropriate;
 - (4) The Claimant’s case must ordinarily be taken at its highest;
 - (5) It is necessary to consider, in reasonable detail, what the claims and issues are. Put bluntly, you can’t decide whether a claim has reasonable prospects of success if you don’t know what it is;
 - (6) This does not necessarily require the agreement of a formal list of issues, although that may assist greatly, but does require a fair assessment of the claims and issues on the basis of the pleadings and any other documents in which the claimant seeks to set out the claim;
 - (7) In the case of a litigant in person, the claim should not be ascertained only by requiring the claimant to explain it while under the stresses of a hearing; reasonable care must be taken to read the pleadings (including additional information) and any key documents in which the claimant sets out the case. When pushed by a judge to explain the claim, a litigant in person may become like a rabbit in the headlights and fail to explain the case they have set out in writing;
 - (8) Respondents, particularly if legally represented, in accordance with their duties to assist the tribunal to comply with the overriding objective and not to take procedural advantage of litigants in person, should assist the tribunal to identify the documents in which the claim is set out, even if it may not be explicitly pleaded in a manner that would be expected of a lawyer;
 - (9) If the claim would have reasonable prospects of success had it been properly pleaded, consideration should be given to the possibility of an amendment, subject to

the usual test of balancing the justice of permitting or refusing the amendment, taking account of the relevant circumstances.

The Relevant Background and the Parties' Submissions

29. The (approximate) dates of employment are not in dispute. The fact that the Respondent dismissed the Claimant is not in dispute.
30. Taking the Claimant's case at its highest (and these are not formal findings of fact, just the arguments that the Claimant would make at a final hearing, and matters which I assume to be true for present purposes):
 - 30.1 The Respondent gave contradictory reasons for dismissal:
 - 30.2 At first, the Respondent claimed that it was dismissing the Claimant because of a "vetting failure".
 - 30.3 Later, the Respondent admitted that there had been no "vetting failure"
 - 30.4 However, it stuck to the decision to dismiss the Claimant, and gave a different reason, namely "overstaffing".
 - 30.5 The dismissal took place without any warning, and there was no consultation.
 - 30.6 The Claimant had no opportunity to respond to a proposal to dismiss him.
 - 30.7 The Claimant was given no right of appeal.
31. The Claimant does not accept either reason for dismissal is true. He argues that, therefore, a final hearing is required in order to make decision about the true factual reasons for dismissal (Abernethy v Mott, Hay & Anderson [1974] ICR 323 CA).
32. Further, because of the perceived unfairness of the dismissal (the lack of any due process whatsoever, and the inconsistency about the purported reasons for the dismissal), the Claimant argues that a final hearing was required.
33. The Claimant's argument about breach of contract was effectively the same as his argument that there had been unfair dismissal. He did not argue that there was any contractual right to have been given a (longer) period of notice of dismissal.
34. The Respondent had made a written strike out application, and made oral submissions that were similar.

Analysis and conclusions

35. Within ERA, Part X deals with unfair dismissal. Section 94 specifies that an "employee" right not to be unfairly dismissed by their employer.

36. Section 108(1) specifies that there is a “qualifying period” for the right granted by section 94. At the time relevant to the Claimant’s dismissal, there was a requirement that the employee:

has been continuously employed for a period of not less than two years ending with the effective date of termination

37. There are various exceptions to section 108(1), as set out in the remainder of section 108. However, even taking the Claimant’s case at its highest, none of those exceptions are alleged to apply to his case (as set out in writing, and as per his oral submissions today).

38. Section 86 ERA deals with “rights of employer and employee to minimum notice”. Section 86(1) specifies:

the notice required to be given by an employer to terminate the contract of employment of a person who has been continuously employed for one month

39. There are no reasonable prospects that the Tribunal would decide, having heard evidence at a final hearing or a public preliminary hearing, either:

39.1 That the Claimant met the requirements of section 108(1), or

39.2 That an exception to those requirements applied.

40. As a result, the Claimant has no reasonable prospects of succeeding in the complaint of unfair dismissal.

41. Strike out is appropriate and proportionate. Self-evidently it is better for the Respondent to have the claim struck out without the need to prepare for, and attend, a final hearing or a public preliminary hearing to decide a preliminary issue. Furthermore, since it is so clear what the outcome would be, the benefits to the Claimant of such a hearing are negligible. (It could even be argued that it is better for the Claimant to dispose of the claims by strike out, rather than put him to the trouble and expense of continuing, but I take into consideration that the Claimant’s preference is to continue.)

42. Even taking the Claimant’s case at its highest, the Claimant does not allege that he was employed for at least one month. Nor does he allege that there was an agreement between the employer and employee such that he had been entitled to receive a notice period that was longer than the statutory minimum. My decision is that no claim alleging a breach of a contractual obligation to give notice (or to give a longer period of notice) has been presented. Nor did the Claimant’s application to amend the claim seek to add such a complaint by way of amendment. However, had such a claim been presented (or had such a claim

been added by amendment) it would have had no reasonable prospects of success.

43. Thus my decision is that the entire remainder of the claim (so everything other than the parts dismissed on withdrawal) is struck out.

**Approved by
Employment Judge Quill**

Date: 25 July 2026

JUDGMENT & REASONS SENT TO THE PARTIES ON
28 July 2026

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FOR EMPLOYMENT TRIBUNALS