



EMPLOYMENT TRIBUNALS

Claimant: Mr El Badry

Respondent: (1) Global Banking School Limited
(2) Global Edu Services Limited

REASONS

[For judgment announced at a hearing on 25 June 2026 provided at the request of the claimant.]

The Claimant's case

1. The claimant accepts that he had previously indicated that he wished to withdraw his whistleblowing claim and that the Tribunal previously recorded the whistleblowing claim as withdrawn, the claimant's case today is that he did not intend to withdraw it. He submits that any withdrawal was not deliberate, informed, or unequivocal, and therefore should not be treated as binding.
2. The claimant relies on the principle in *Khan v Heywood* [2006]EWCA Civ 1087 namely that the key question is whether the claimant intended to withdraw the claim. He states that he did not, and that allowing the whistleblowing claim to proceed would not amount to an abuse of process.
3. The claimant explains that he is a litigant in person with no legal training. English is not his first language, although he has a good command of it. He did not understand the legal distinction between:
 - victimisation,
 - whistleblowing,
 - protected acts, and
 - protected disclosures.

He says this lack of understanding caused confusion in how he labelled his claims.

4. He states that he first pleaded the case as victimisation because he did not understand the legal terminology. He now understands that the facts he relied upon also amounted to whistleblowing disclosures. He says that "mis-labelling" does not mean the claim did not exist.
5. The claimant cannot recall how the withdrawal occurred. He explains that during questioning by Employment Judge Anderson he did not understand

the significance of the questions or what he should have said. He did not appreciate that his answers could be interpreted as withdrawing the whistleblowing claim.

6. He submits that his documents consistently referred to whistleblowing-type matters, including disclosures to Paul Charles, concerns about immigration compliance, TUPE, treatment by senior managers, and events leading to his dismissal. He points to paragraphs 14.1.1, 14.1.3 and 14.4.1 as examples of whistleblowing content that was mistakenly categorised as victimisation.
7. The claimant argues that the respondents have always known the factual basis of the whistleblowing claim, as it appeared in his chronology, grievance, ET1, and subsequent particulars. He submits that allowing the claim to proceed causes no prejudice to the respondents.
8. He states that dismissing the whistleblowing claim would be unjust, as it would deprive him of a substantive statutory claim and leave the case incomplete. He says the Tribunal should not penalise a litigant in person for misunderstanding legal terminology.
9. His position is that he never intended to abandon the whistleblowing claim, and that any confusion arose from his lack of legal knowledge rather than a conscious decision. He therefore asks the Tribunal to treat the claim as not withdrawn, or alternatively to permit amendment.

Respondent's case

10. The respondent submits that the claimant unequivocally withdrew his whistleblowing (PID) claim, and that the documentary record demonstrates a clear and deliberate decision by the claimant to abandon that cause of action.
11. The respondent notes that the claimant has since produced a 12-page document setting out what he now wishes his protected disclosure claim to be, together with exhibits, a psychological report, meeting notes from July 2023, the claimant's Certificate of Sponsorship, the termination letter, and Exhibit 5 (further particulars of disclosure produced at the direction of Employment Judge Emery in September 2025). The respondent submits that these later materials do not alter the fact that the claimant previously withdrew the whistleblowing claim.
12. The respondent says the Tribunal asked the claimant whether any withdrawal was a genuine mistake or whether he had changed his mind. The respondent submits that the documentary record shows the claimant simply changed his mind later, and that this is evident from the documents, including the Particulars of Claim.
13. Accordingly, the respondent argues that the claimant's later attempts to revive or re-characterise his case do not affect the fact that the whistleblowing claim had already been withdrawn.
14. The respondent relies on the original Particulars of Claim, including the chronology at section 14 (p.36). At §14.1.1 the claimant stated he raised concerns to HR (Mr Charles) about inappropriate conduct of the CMO, and

that after doing so the decision was made to terminate his contract. At §14.1.3

“14.1.3. Given the sequence of events — my grievance followed by the swift termination of my contract — it is hard to dismiss the likelihood that my contract's termination was an act of retaliation. This sequence of actions points towards a dismissal based on whistleblowing, further supported by the surrounding sex and gender discriminatory actions.”

The claimant not only described what “looks like dismissal based on whistleblowing”, but the claimant says that it was whistleblowing.

15. The respondent refers to the CMO (pp.77–83). At §23

“On victimisation Mr Delaney confirmed that he had assumed there was a victimisation claim as the claimant used the word victimisation, but he had not been able to ascertain what it was from the claimant's grounds. On discussion with the claimant it appeared that he had conflated protected acts with protected disclosures. I explained that a victimisation claim can only be founded on the doing of a protected act and what that meant. The claimant pointed to section 14 of his grounds of claim entitled ‘Retaliation after Voicing Grievances: The Questionable Termination of my Contract.’ (p24 Grounds of Claim). He said that he had told Paul Charles at a meeting in or around May 23 that he believed he had suffered discrimination and that this had resulted in his dismissal. I accept that the claimant has set out a victimisation claim in his grounds of claim.”

16. The respondent submits that the way the claimant presented his case at that hearing was that his grievance with Mr Charles concerned **discrimination**, and the Judge analysed and accepted that this was a **victimisation claim**, not whistleblowing.
17. At §26 (p.83), the claimant clarified that he was dismissed after raising a complaint of discrimination.

“26. It was my view that there was no clear claim of whistleblowing set out in the grounds of claim. Whereas the word is used on a number of occasions it is not tied, as far as I can see, to any clear protected disclosure allegation. I did not understand from the discussion with the claimant in the hearing which specific disclosures he says he made and in respect of each, on what basis (for the purposes of S43B) it is alleged that each is a protected disclosure. This was after asking the claimant a number of times to explain. The claimant must explain, if he thinks the allegation of whistleblowing is set out in the grounds of claim, where and how, by reference to paragraph numbers. If he intends to add whistleblowing through an amendment application, again this is not set out in the second amendment application and the claimant must be prepared to explain clearly at the next hearing what his position is.

27. In terms of a whistleblowing claim being made in the claim as filed I find that on the information provided this is potentially a claim with no or little prospect of success and have ordered that consideration should be given at the next hearing as to whether this aspect of the claim should be struck out.

28. On automatically unfair dismissal, Mr Delaney said that the claimant's automatically unfair reason was not one that benefited from the removal of

the two year service requirement. I was somewhat confused in the hearing as I realise now I was under the misapprehension that the automatically unfair dismissal claim was based on the whistleblowing allegation. I have had more time to read the claimant's grounds of claim and see that his automatically unfair dismissal claim refers to dismissal due to discrimination (paragraph 7.4.5, page 15 Grounds of Claim) and due to exercising the right to sick leave (paragraph 2.4.1 page 6 Grounds of Claim). If the claimant thinks that either of these reasons for dismissal are automatically unfair and he is exempt from the qualifying period of service for bringing such a claim he will need to explain that at the next hearing. It is my view that this claim appears, from what I have heard and read, to be outside of the tribunal's jurisdiction and I have ordered that consideration be given at the next hearing as to whether it should be dismissed."

18. At §§26–27 and §28, the automatic unfair dismissal claim was also framed as relating to discrimination.
19. The respondent submits that this explains why, at the next hearing, the issues were set out at §8 without any whistleblowing claim included.
20. The respondent submits that the subsequent hearing (referenced at p.28) "set the scene" for the list of issues at p.88, and that at p.96, §§10.1–10.3, the claimant is recorded as not pursuing a whistleblowing claim.
21. The respondent argues that these paragraphs are unequivocal: the claimant did not intend to continue with a whistleblowing claim. He may regret that now, but the decision was made clearly and without equivocation.
22. The respondent further submits that the claimant took the same approach at the hearing before the Tribunal on 19 July, confirming again that he was not pursuing whistleblowing.
23. The respondent argues that what the claimant said in the list of issues amounts to a withdrawal, and there is nothing to suggest that this was mistaken or confused. The Respondent submits that the claimant's references in the claim form or attached documents do not assist him.
24. The respondent maintains that the situation is "not as confusing" as the claimant now suggests. In their submission, the claimant made a clear, deliberate, and unequivocal decision to withdraw the whistleblowing claim, and any later regret does not alter that fact.
25. The respondent submits that before issuing a dismissal judgment, the Tribunal must consider whether the claimant seeks to re-add the claim by amendment.
26. However, the respondent argues that once a claim has been withdrawn, that is the end of it.
27. The respondent relies on *McCorry v Healthwatch Stockport Limited* 2026 EAT 3, para 26, applying *Khan v Heywood* and *Campbell v SAS Group* UKEAT/0188/16/DA, to submit that:
 - (i) once a claim has been withdrawn, it is final;
 - (ii) a withdrawn claim cannot be revived;

- (iii) and a claimant cannot use amendment to reintroduce a withdrawn claim.
28. The respondent contends that there should be a judgment issued declaring that the whistleblowing claim was withdrawn and refuse attempt to re-add or amend to reintroduce the withdrawn claim.

Conclusion

29. Having considered the parties' submissions and the documents, I accept the respondent's case that the claimant unequivocally withdrew his whistleblowing claim and that the withdrawal is binding. In fact the claimant does not deny that he withdrew the claim and at the time he did so he intended to withdraw it (although that was he says out of confusion on his part).
30. The question was put to the claimant was whether any withdrawal was a genuine mistake born of confusion (and therefore an equivocal withdrawal) or a change of mind. The claimant did not answer that question. The documents, including the Particulars of Claim, in my view show that the claimant simply changed his mind later.
31. The claimant's original pleadings, including section 14 of the chronology, framed his concerns to HR as discrimination and his dismissal victimisation and also made reference to whistleblowing. The CMO documents (pp.77–83) confirm that the claimant presented his case as discrimination, and the Judge Anderson at her hearing accepted that the claim advanced was victimisation, she gave the claimant the opportunity to clarify his whistleblowing complaint. The subsequent list of issues produced by the claimant (p.88; p.96 §§10.1–10.3) records the claimant as not pursuing a whistleblowing claim. Those statements were clear and unequivocal.
32. The claimant took the same position at the hearing on 19 July 2024, there is nothing at that stage to suggest that the claimant thought he might have made a mistake or been confused.
33. Applying the guidance in *McCorry*, *Khan v Heywood* and *Campbell v SAS Group*, once withdrawn, the claim cannot be revived or reintroduced by amendment.

Approved by:
Employment Judge Gumbiti-Zimuto

14 July 2026

JUDGMENT SENT TO THE PARTIES ON
29 July 2026

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FOR THE TRIBUNAL OFFICE

Notes

All judgments (apart from judgments under Rule 51) and any full written reasons for the judgments are published, in full, online at <https://www.gov.uk/employment-tribunal-decisions> shortly after a copy has been sent to the claimants and respondents.

If a Tribunal hearing has been recorded, you may request a transcript of the recording. Unless there are exceptional circumstances, you will have to pay for it. If a transcript is produced it will not include any oral judgment or reasons given at the hearing. The transcript will not be checked, approved or verified by a judge. There is more information in the joint Presidential Practice Direction on the Recording and Transcription of Hearings and accompanying Guidance, which can be found here:

www.judiciary.uk/guidance-and-resources/employment-rules-and-legislation-practice-directions/