



EMPLOYMENT TRIBUNALS

Claimant: Mr Umran Ashraf

Respondent Splendid Hospitality Group LLP

On: 22 and 23 April 2026

Before: Employment Judge Shrimplin

Representation

Claimant: in person

Respondent: Mr Wilson (solicitor)

JUDGMENT

The claim for breach of contract in respect of a complaint of failure to pay overtime was decided against the Claimant for substantially the reasons given in the Deposit Order. The deposit will be paid to the respondent.

Full Written Reasons

1. The full hearing of this case took place at Watford Tribunal Rooms on 22 and 23 April 2026 at which time I dismissed the claims of harassment under s26 Equality Act 2010 and breach of contract in respect of failure to pay overtime. Judgment was sent to the parties on 3 June 2026 and, following a request from the claimant on 15 June 2026 via email, written summary reasons were provided
2. A deposit order was made by EJ Dick on 24 January 2024 requiring that the claimant pay a deposit of £400 to enable the claim of breach of contract for unpaid overtime to be pursued. The sum was paid and that claim was heard. I did not deal with the deposit order at the hearing on 22 and 23 April 2026. I caused the Tribunal to write to the parties in June 2026 requesting submissions in relation to Employment Tribunal Rules of Procedure 2024 Rule 40(7) and (8) regarding the deposit and whether the parties agreed that the issue should be dealt with on the papers, rather than at another hearing.
3. In accordance with the dates requested, The Respondent replied on 25 June 2026 and the claimant replied on 15 July 2026. The respondent indicated that it was agreeable for this matter to be dealt with on the papers. The claimant

did not comment on that point. I consider that it is in accordance with the overriding objective to deal with this matter on the papers.

The Law

4. Where a Deposit Order has been made, Employment Tribunal Rules of Procedure 2024 Rule 40 (7) and (8) provide as follows:

(7) If the Tribunal following the making of a deposit order decides the specific allegation or argument against the depositor for substantially the reasons given in the deposit order—

(a) the depositor must be treated as having acted unreasonably in pursuing that specific allegation or argument for the purpose of rule 74 (when a costs order or a preparation time order may or must be made), unless the contrary is shown, and

(b) the deposit must be paid to the other party (or, if there is more than one, to such other party or parties as the Tribunal orders), otherwise the deposit must be refunded.

(8) If a deposit has been paid to a party under paragraph (7)(b) and a costs order or preparation time order has been made against the depositor in favour of the party who received the deposit, the amount of the deposit must count towards the settlement of that order.”

5. I have considered whether the reasons I reached are "substantially the same" as those set out in EJ Dick's judgment imposing the deposit order and whether the depositor has shown that he should not be treated as having acted unreasonably.

6. In his judgment, EJ Dick said, as far as is relevant for this decision, at paragraphs 13 and 14 of his judgment:-

13 The claimant also claims for the following by way of breach of the employment contract:

a. Pay for overtime which he worked (set out in the second tab of his spreadsheet), which he says AM and SP were aware of and NM had (at least on one occasion) verbally requested.

14 So far as (a) is concerned, the respondent says simply that the claimant had no contractual right to be paid overtime unless it was authorised in writing, as his written contract made clear. (As indeed it did – a copy is in the hearing bundle: “Overtime must be agreed in advance and confirmed in writing by your Manager prior to being worked.”) The claimant made clear during the course of submission that he does not argue that he did get written authorisation. I have considered whether there is some prospect of the claimant being able to argue that, on the basis of his manager asking him to do the overtime, he might be able to establish that there was a variation made to his contract, notwithstanding the clear words in the written contract. In my judgment there is not no reasonable prospect of him doing so, although there is little reasonable prospect of him doing so. On that basis the threshold for making a deposit order

is met and in this case I exercise my discretion in favour of making one. The claimant has the means to meet such an order (see below) and should this part of his claim be struck out as a result of failure to pay, the bulk of his claim would still remain and so such an order would be proportionate.

7. The position remained the same at the full merits hearing in that the respondent did not admit that the claimant worked any overtime and the claimant did not assert that he received written authorisation to do so.

8. The evidence produced by the claimant in relation to this claim was as follows:

- a. A spreadsheet noting he had spent some 44.2 hours working outside his contractual hours. The claimant did not produce the notes he said he had used to calculate the times in that spreadsheet.
- b. some emails sent outside his hours of 9am –5pm. The claimant did not provide any evidence on his working pattern or when he had worked flexibly.
- c. transcripts of recordings made by the claimant in which the following things were said:-

Bundle page 306 - by Ms Mehan "I mean what I am suggesting here is, I, I know it's goanna be long hours but I need this done, there is, there is no way around, this is goanna be a right mess"

Bundle page 319 - by Ms Mehan "where goanna have to spend some time on this and long hours"

Bundle page 327 - when the Claimant told Mr Patel he was concerned because he was working long hours - "but if we continue to be working long long hours then"

9. I found that there was insufficient specific and reliable evidence on which to conclude that there was a variation of his written contract.

Conclusion

10. I am therefore satisfied that the claim of failure to pay overtime was decided against the Claimant for substantially the reasons given in the Deposit Order. In his reply on the issue of the deposit order, the claimant has not shown, in accordance with Rule 40(7)(a) that he did not act unreasonably in pursuing this particular claim.

11. The deposit is therefore to be paid to the respondent.

Approved by
Employment Judge Shrimplin
Date: 6 August 2026

JUDGMENT SENT TO THE PARTIES ON
10 August 2026
FOR THE TRIBUNAL OFFICE

Notes

All judgments (apart from judgments under Rule 51) and any written full 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