



EMPLOYMENT TRIBUNALS

Claimant

Respondent

Mr Sulman Saeed

v

Relifetech Recycling Limited

Heard at: London East Employment Tribunal
(By Cloud Video Platform)

On: 22 and 23 April 2026
[part AM and PM on 23
April 2026 in chambers]

Before: Employment Judge B Beyzade

Representation

For the Claimant: In person

For the Respondent: Mr Muhammad Tayyab Raza, Director

Written reasons pursuant to Rule 60(4A)(b)(i) and (4B)(b) of The Employment Tribunal Procedure Rules 2024 (as amended)

1. Introduction

1. These are the Tribunal's summary reasons for its Judgment given pursuant to Rule 60 of the Employment Tribunal Procedure Rules 2024 (as amended). These reasons are given following the oral judgment and summary reasons provided at the hearing which took place between 22 and 23 April 2026 and are intended to explain, in broad terms, the Tribunal's

decisions and the principal reasons for them. The Employment Judge apologises for the delay in issuing these written reasons and for any inconvenience caused to the parties. The delay arose from a combination of the date on which the request for written reasons was referred to the Employment Judge, annual leave, sitting commitments, sittings outside England and Wales, training commitments and other judicial responsibilities.

2. This case concerns complaints brought by the claimant against the respondent arising out of his employment between January and May 2025 and in relation to the termination of that employment.
3. The claimant appeared before the Tribunal in person. The respondent was represented by its director, Mr Muhammad Tayyab Raza.
4. The Tribunal has considered all the evidence, including but not limited to the oral evidence of both parties, the documentary evidence, and the submissions made at the conclusion of the hearing. Where there was a conflict of evidence, the Tribunal has resolved those conflicts on the balance of probabilities by reference to consistency, contemporaneity, and plausibility and having taken into account all the circumstances.

2. Matters agreed

5. The Tribunal recorded a number of matters which were agreed between the parties.
6. It was agreed that the claimant was an employee of the respondent within the meaning of section 230 of the Employment Rights Act 1996.
7. It was also agreed that the claimant's complaints were presented within the relevant statutory time limits taking into account ACAS Early Conciliation.

3. Wages and payments during employment

8. The Tribunal turns first to consider the complaints relating to pay.
9. The Tribunal found that between January and May 2025 the respondent paid salary into the claimant's bank account each month. Payslips and bank statements showed that salary payments were made into the claimant's account. For that reason, the Tribunal finds that there were no unauthorised deductions from wages in terms of section 13 of the Employment Rights Act 1996. Those complaints therefore fail and they are dismissed.
10. However, the Tribunal also considered the claimant's separate and distinct complaints under section 15 of the Employment Rights Act 1996, which concerns payments that an employer requires a worker to make.

11. The Tribunal found as a fact that in January, and March 2025 the claimant made two payments from his bank account to a third party, totalling £4,099.00. The first of those payments closely matched the timing and amounts of the claimant's salary payments. The claimant was paid the sum of £2499.00 in January 2025 in respect of salary and he then made a payment of £2499.00 to Mr Kethavath. The Tribunal accepted the claimant's evidence that those payments were made at the direction of Mr Raza, for the purposes of the respondent's business, namely payment of a third party.
12. Although those payments were made to a third party rather than directly to the respondent, the Tribunal was satisfied that they were made on the respondent's behalf and for the respondent's purposes, and that the claimant was required to make them by verbal instruction as a condition of his employment and that the claimant reasonably understood that refusal would place his employment and sponsorship at risk. The Tribunal therefore finds that those payments fall within section 15 of the Employment Rights Act 1996.
13. By contrast, the Tribunal was not satisfied that cash withdrawals made by the claimant from the claimant's account or the other amounts described in terms of February 2025 were shown, on the evidence, to have been required or authorised by the respondent. There was no documentary evidence explaining the purpose of those withdrawals or showing that they were made for the respondent's purposes. The section 15 complaints therefore succeed only in respect of the payments made to a third party in January and March 2025 totalling £4,099.00, and they fail in respect of the cash withdrawals and other payments made in February 2025.
14. The respondent is ordered to pay to the claimant the sum of £4,099.00 in respect of the section 15 breach. That sum is payable to the claimant on a net basis. In addition to making payment of the said amount to the claimant, the respondent is required to remit to His Majesty's Revenue and Customs any monies due and owing in respect of tax and national insurance relating to the sum payable to the claimant and shall account to the claimant for any such payment. The remainder of the complaints under section 15 of the Employment Rights Act 1996 are dismissed.

4. Written particulars of employment

15. The Tribunal next considered the complaint that the respondent failed to provide written particulars of employment pursuant to s 1 of the Employment Rights Act 1996.
16. The respondent relied on a document dated December 2024 said to be a signed contract. The claimant denied ever receiving or signing that document. The Tribunal found the respondent's evidence about the contract to be inconsistent and unsupported. The Tribunal found as a fact that the claimant was not provided with a written statement of particulars of employment.

17. Accordingly, the claimant's complaint under section 1 of the Employment Rights Act 1996 succeeds. Pursuant to section 38 of the Employment Act 2002, the Tribunal awards the claimant two weeks' gross pay, in the agreed sum of £1,312.50.

5. Unfair dismissal

18. The Tribunal then considered the claimant's complaints of unfair dismissal.

19. It is accepted that the claimant was dismissed by the respondent.

20. The claimant brought a complaint of unfair dismissal contrary to s 94 and 98 of the Employment Rights Act 1996. The claimant accepted that he did not have 2 years' continuous service as at the date of the effective date of termination of his employment and that as a result he could not bring a complaint of ordinary unfair dismissal. That complaint is therefore dismissed.

21. The claimant also brought a complaint of automatic unfair dismissal under section 104 of the Employment Rights Act 1996, contending that he was dismissed because he asserted a statutory right relating to pay.

22. The Tribunal found that the claimant raised concerns about his wages with Mr Raza on more than one occasion, including in January 2025 and again at a meeting on or about 9 or 10 May 2025. On those occasions, the Tribunal found that the claimant expressly asserted that he had a legal right to be paid his wages properly and that what was occurring was unlawful. The claimant asserted that the respondent could not lawfully require him to make payments in connection with company matters and that he had a statutory right to retain his wages.

23. The respondent's case was that the claimant was dismissed for poor performance and misconduct. However, the Tribunal found that there was no contemporaneous documentary evidence of performance concerns, no warnings, no performance improvement plan, no performance reviews, and no clear record of a dismissal decision being made in May 2025.

24. The Tribunal further found that it was not communicated or clearly communicated to the claimant on or around 09 or 10 May 2025 that his employment had ended. The termination letter dated 15 May 2025 was not shown to have been received by the claimant and was sent to an address that differed from the address on the claimant's payslips. The Tribunal found that the claimant first received written confirmation that his employment had ended on 30 June 2025. The Tribunal therefore finds that the claimant's employment commenced on 2 January 2025 and that, for the purposes of these proceedings, the claimant remained employed until he received written notification of dismissal on 30 June 2025.

25. Taking all of the evidence together, the Tribunal found that the claimant had established facts from which the Tribunal could conclude that the reason, or principal reason, for the claimant's dismissal was his assertion of a statutory right, in the absence of a satisfactory alternative explanation from the respondent. The Tribunal further found that the respondent failed to show any other reason or principal reason for dismissal.
26. Accordingly, the claimant's complaint of unfair dismissal contrary to s 104 of the Employment Rights Act 1996 succeeds.

6. Remedy for unfair dismissal

27. The claimant did not seek reinstatement or re-engagement. No such order is made.
28. The Tribunal considered compensation. The Tribunal did not award compensation for any loss of earnings within June 2025, because the claimant was not ready, willing and able to work during that period and did not provide a fit note to the respondent at the relevant time relating to 10 June 2025 to 30 June 2025. The Tribunal does not consider it just and equitable in all the circumstances to award the claimant's loss of earnings for June 2025 having regard to the loss sustained by him in consequence of the dismissal in so far as that loss is attributable to action taken by the respondent.
29. The Tribunal considered that it was just and equitable to award compensation in respect of loss of earnings during the months of July and August 2025, during which period the claimant was unemployed (subject to contributory conduct considered below). The claimant's net loss for those two months was £4,366.88.
30. However, the Tribunal also found that the events leading to dismissal involved a significant breakdown in the employment relationship between the parties. Whilst the Tribunal has found that the claimant was dismissed because he asserted a statutory right, it has also taken into account the claimant's conduct during the deterioration of that relationship together with his conduct thereafter including hostile communications sent to third parties which damaged, or had the potential to damage, the respondent's business relationships.
31. The Tribunal considered that a substantial reduction was appropriate given the breakdown in the employment relationship, the claimant's contribution to that breakdown, the number of third parties contacted, the seriousness of the allegations made, and the potential impact of those communications upon the respondent's business and reputation.
32. Pursuant to section 123(6) of the Employment Rights Act 1996, the Tribunal finds that the claimant's conduct contributed to the circumstances

surrounding his dismissal and reduces the compensatory award by 70%, being the percentage reduction which the Tribunal considers just and equitable in all the circumstances. The resulting compensatory award is £1,310.06.

33. The claimant does not claim a basic award. No basic award is made.

34. No recoupment order is made.

35. No grossing up for tax purposes is required.

7. Notice pay

36. The Tribunal finally considered the complaints of wrongful dismissal/breach of contract (notice pay).

37. The Tribunal found that the claimant was entitled to one week's statutory notice (minimum period of notice implied pursuant to s86 of the Employment Rights Act 1996), and that no payment had been made to the claimant in respect of that notice.

38. The claimant's complaints of wrongful dismissal/breach of contract (notice pay) therefore succeed. The respondent is ordered to pay the claimant the sum of £656.25, subject to any required deductions in respect of tax and national insurance.

8. Conclusion and final outcome

39. In summary:

- The complaints of unauthorised deductions from wages under section 13 of the Employment Rights Act 1996 are dismissed.
- The complaints under section 15 of the Employment Rights Act 1996 succeed in part, and the respondent must pay the claimant £4,099.00.
- The complaint for failure to provide written particulars of employment succeeds, and £1,312.50 is awarded to the claimant.
- The complaint of automatic unfair dismissal succeeds. A compensatory award of £1,310.06 is made. No basic award is payable.
- The complaints of wrongful dismissal/Breach of contract (notice pay) succeed and the respondent is ordered to pay to the claimant £656.25, subject to tax and national insurance.
- All other complaints are dismissed.

Approved By
Employment Judge B Beyzade

On 08 August 2026
Dated

Notes

Summary reasons for the judgment having been given orally at the hearing and provided in writing above pursuant to Rules 60(4)(b)(i) and (4B), written full reasons will not be provided unless requested by any party by a written request received by the Tribunal within 14 days of the sending of the written summary reasons.

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