

RESERVED JUDGMENT



EMPLOYMENT TRIBUNALS

BETWEEN

CLAIMANT

RESPONDENT

STEFAN HALIKOWSKI SMITH

V

SWANSEA UNIVERSITY

JUDGMENT OF THE EMPLOYMENT TRIBUNAL

HELD REMOTELY AT: SWANSEA ON: 1 JUNE 2026

BEFORE: EMPLOYMENT JUDGE S POVEY

REPRESENTATION:

FOR THE CLAIMANT:

IN PERSON

FOR THE RESPONDENT:

MR GRAHAM (COUNSEL)

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1. The Claimant materially breached the unless order of sent to the parties on 26 November 2025.
2. It is not in the interest of justice to set aside the unless order.
3. As such, the claim is dismissed with effect from 26 December 2025 (the date of the first material breach).

REASONS

Introduction

1. This is a claim brought by Dr Stefan Halikowski Smith ('the Claimant') against his former employer, Swansea University ('the Respondent') wherein he pursues complaints of unfair dismissal, wrongful dismissal, discrimination on grounds of disability, of nationality and of belief, victimisation, breach of contract and a failure to provide a statement of terms and conditions of employment.

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2. Following a Preliminary Hearing on 13 & 14 October 2025 ('the October 2025 hearing'), I made the following unless order, upon application by the Respondent, which was sent to the parties by the Tribunal on 26 November 2025 ('the unless order'):

Pursuant to rule 39 of the Procedure Rules, it is ordered that unless the Claimant refrain from the following, his claim shall be automatically struck out:

- Corresponding directly with the Respondent, its members of staff and students in relation to this claim.
3. On 6 March 2026, the Respondent applied for the claim to be dismissed on the basis that the Claimant had breached the terms of the unless order. At a Preliminary Hearing on 10 March 2026, I issued directions and listed the case for one-day hearing on 1 June 2026, to determine the following issues:
 - 3.1. The Respondent's application that the Claimant had breached the terms of the unless order and the claim stands dismissed (per Rule 39(1) of The Employment Tribunal Procedure Rules 2024); and
 - 3.2. If appropriate, the Claimant's application that the unless order should be set aside on the basis that it is in the interests of justice to do so (per Rule 39(2) of The Employment Tribunal Procedure Rules 2024).
 4. At the hearing on 1 June 2026, I received written and oral submissions from Mr Graham for the Respondent and written and oral submissions from the Claimant. I was also provided with a paginated bundle of documents, to which I was referred (the page numbers in these reasons refer to that bundle).
 5. During the hearing, and for reasons I have orally, I found that there had been a material breach of the unless order by the Claimant. As indicated, I have included my reasons for that decision herein. I reserved my decision on whether the unless order should be set aside.
 6. After the conclusion of the hearing on 1 June 2026, the Claimant sent further written submissions and observations to the Tribunal. By orders dated 16 June 2026, I granted permission for the Claimant to rely upon these further submissions, albeit they had been received after the conclusion of the 1 June 2026 hearing. I gave the Respondent permission, if so advised, to respond to the further submissions.
 7. In accordance with those orders, the Respondent replied on 14 July 2026, and I have taken its observations into account.
 8. The Claimant then sent a further email later on 14 July 2026, in response to the Respondent's earlier email. I also had regard to that email.

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9. This further activity explains why, despite the hearing taking place on 1 June 2026, my reserved decisions are only being issued now. In reaching my decisions, I had full regard to the documents provided and the submissions I received on behalf of the parties, as detailed above.

The relevant law

10. The starting point is the overriding objective set out in Rule 3 of The Employment Tribunals Procedure Rules 2024 ('the Procedure Rules'),

The overriding objective of these Rules is to enable Employment Tribunals to deal with cases fairly and justly. Dealing with a case fairly and justly includes, so far as practicable—

- (a) ensuring that the parties are on an equal footing;
- (b) dealing with cases in ways which are proportionate to the complexity and importance of the issues;
- (c) avoiding unnecessary formality and seeking flexibility in the proceedings;
- (d) avoiding delay, so far as compatible with proper consideration of the issues; and
- (e) saving expense.

A Tribunal shall seek to give effect to the overriding objective in interpreting, or exercising any power given to it by, these Rules. The parties and their representatives shall assist the Tribunal to further the overriding objective and in particular shall co-operate generally with each other and with the Tribunal.

11. The Tribunal's powers in respect of unless orders are set out in Rule 39 of the Procedure Rules. Rule 39 (1) states:

An order may specify that if it is not complied with by the date specified the claim, response or reply, or part of it, must be dismissed without further order. If a claim, response or reply, or part of it, is dismissed on this basis the Tribunal must give written notice to the parties confirming what has occurred.

12. Rule 39(2) of the Procedure Rules states:

A party whose claim, response or reply has been dismissed, in whole or in part, under this rule may apply to the Tribunal in writing, within 14 days of the date that the notice was sent under paragraph (1), to have the order set aside on the basis that it is in the interests of justice to do so.

13. After reviewing the case law authorities on making unless orders, determining whether they have been breached, and the factors relevant to deciding whether to grant relief from sanction (that is, setting aside the

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unless order per Rule 39(2)), the following guidance was provided by the Employment Appeal Tribunal in Minnoch & others v Interserve FM Ltd [2023] EAT 35:

33. The following seem to me to be the key points:

Stage 1—making an unless order

33.1 care should be taken in making an unless order because of the draconian consequence of material non-compliance—unless orders are not just another type of workaday case management order

33.2 it is rarely a good idea to convert a previous general case management order into an unless order—careful consideration should be given to whether it will be fit for purpose as an unless order

33.3 an unless order should be drafted so that it will be easy to determine whether there has, or has not, been material compliance

33.4 an unless order should be drafted so that the consequence of material non-compliance is clear—it need not necessarily result in the strike out of the entire claim—an unless order can be drafted so that failure to comply with it, or part of it, results in part of the claim being struck out

33.5 although not specifically provided for by rule 38 of the ET Rules [now Rule 39 of the 2024 Rules], an order could provide for a lesser sanction than strike out on non-compliance, such as a claimant being limited to reliance on the material set out in the claim form if additional information is not provided

33.6 if a party is required to do more than one thing by an unless order, careful thought should be given to the consequence of partial compliance—particular care should be taken before making an order that will result in the dismissal of all claims if there is anything that falls short of full material compliance with all parts of the order

Stage 2 – Giving notice of non-compliance

33.7. at this stage the employment tribunal is giving notice of whether there has been compliance – it is not concerned with revisiting the terms of the order

33.8. particularly if there has been some asserted attempt at compliance, careful thought should be given to whether an opportunity should be given for submissions, in writing or at a hearing, before the decision is taken

33.9. the question is whether there has been material compliance

33.10. the test is qualitative rather than quantitative

33.11. the approach should be facilitative rather than punitive

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33.12. any ambiguity in the drafting of the order should be resolved in favour of the party who was required to comply

Stage 3 – Relief from sanction

33.13. this involves a broad assessment of what is in the interests of justice

33.14. the factors which may be material to that assessment will vary considerably according to the circumstances of the case

33.15. they generally include:

33.15.1. the reason for the default – in particular whether it was deliberate

33.15.2. the seriousness of the default

33.15.3. prejudice to the other party

33.15.4. whether a fair trial remains possible

33.16. each case will depend on its own facts.

Was there a material breach of the unless order?

14. The Respondent's application of 6 March 2026 included the following summary of why it said the Claimant had breached the terms of the unless order (at [58]):

In direct contravention of [the Claimant's] assurances to the Tribunal and, in direct contravention of the [unless order], the Claimant has, on a number of further occasions, directly contacted the Respondent in relation to his claims. Namely on:

- 16 October 2025;
- 24 October 2025;
- 8 November 2025;
- 26 December 2025;
- 5 January 2026;
- 19 January 2026;
- 23 January 2026;
- 30 January 2026;
- 1 February 2026;
- 3 February 2026; and
- 5 February 2026.

15. The Respondent relied upon emails, sent by the Claimant to the Respondent directly on the above dates (at [41] – [56]). The emails were sent variously to two members of the Respondent's staff (Lucy Ball & Lisa

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Hughews), to the Respondent's Freedom of Information Requests email address and to the Respondent's generic data protection email address. The emails from the Claimant contained various requests for information.

16. The Respondent said that these emails constituted numerous, repeated material breaches of the terms of the unless order.
17. In response, the Claimant accepted that he had contacted the Respondent directly as detailed above but that he did not think these members of staff were covered by the unless order because they were data controllers, which, in the Claimant's words, went above and beyond their role as employees.
18. The Claimant also said that he may have inadvertently breached the terms of the unless order but such breach was not malicious or badly intentioned. Rather, it was because he was a litigant in person and did not realise that by contacting the Respondent in respect of his data rights, he was acting in breach of the unless order. If there was a breach, the Claimant apologised, said that it was inadvertent and it would not happen again.
19. It was not suggested by the Claimant that he had not sent the emails relied upon. As such, it was correct that the Claimant has sent 11 emails to the members of staff employed, and departments operated, by the Respondent, following the October 2025 hearing.
20. On 9 December 2025, the Claimant applied for reconsideration of the various judgments that followed the October 2025 hearing (which were to strike out a number of the complaints being pursued, on various grounds). That application included the following:

I am not however going to make the mistake of either breaching Judge Povey's 'unless' order...

...

I will not contact the Respondent nor any of its staff with regard to proceedings in the ET, and do not intend to push the limits. However, we need to be crystal clear so that I do not fall foul of any aspect of that judgement by mistake...

... Am I granted exemptions to the Data Protection team (Lucy Ball, Lisa Hughes, Teresa Rhys-Jones) who process [subject access requests] and [freedom of information requests] on which I rely to provide evidence to support my claims?

21. The Claimant went on to refer to other members of the Respondent's staff who he claimed he may have to contact and enquired as to whether they were covered by the terms of the unless order.
22. The Claimant's reconsideration application was not forwarded to me by the administrative staff until 9 February 2026. I directed that the case be listed for an case management hearing as a matter of urgency (which resulted in

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the case management hearing of 10 March 2026). I issued my decision on reconsideration on 2 March 2026 (it was sent to the parties on 11 March 2026).

23. There was no substantive reply to the Claimant's request for an exemption under the unless order to allow him to contact the Respondent's data protection team. As subsequently came to light, by the time of the Claimant's request of 10 December 2025, he had already contacted them on three separate occasions, and would continue to contact them, notwithstanding the absence of any reply to his request for an exemption.

24. I found that the Claimant had breached the terms of the unless order. I gave my reason orally on 1 June 2026. Those reasons were as follows:

24.1. On 16 July 2025, the Respondent applied for an unless order per Rule 39 of the Procedure Rules. One aspect of that application related to the allegation that the Claimant, despite being asked not to do so by the Respondent's solicitors and by the Tribunal, was continuing to contact the Respondent's staff and employees about this litigation.

24.2. At the hearing of that application on 13 & 14 October 2025, the Claimant told me that he understood and recognised that it was not appropriate for him to contact the Respondent directly but to communicate only with its legal representatives (per Paragraph 66 of my reserved orders & reasons, at [20]).

24.3. I reserved my decision on the Respondent's application for an unless order and notified the parties of my decision in a reserved order & reasons dated 18 November 2025, which was sent to the parties on 26 November 2025. That included the making of the unless order (at [2]).

24.4. My reasons for making the unless order included the following (per Paragraph 81.3, at [24]):

It is however appropriate to make an unless order in respect of the Claimant's tendency in the past to communicate directly with the Respondent and its staff regarding the case. The Claimant told me during the hearing that he now recognises and understands that he must not communicate directly with the Respondent, only with its legal representatives. If he is good to his word, there will be no adverse consequences. But I need to balance that with the legitimate interest of the Respondent and its staff.

24.5. On 6 March 2026, the Respondent applied to the Tribunal on the basis that it said that the unless order had been materially breached by the Claimant. It relied upon a number of emails that the Claimant

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sent to the Respondent's data protection team, its Freedom of Information team and two named employees, Lisa Hughes & Lucy Ball. Those emails were in evidence before me.

24.6. The emails which predated 26 November 2025 cannot be in breach of the unless order. Until 26 November 2025 (when my reserved orders and reasons were sent to the parties), the Claimant was not aware that he was subject to the unless order. At the same time, there was evidence of the Claimant contacting the Respondent directly about this litigation in the aftermath of the October 2025 hearing.

24.7. More importantly, the emails sent after 26 November 2025 which were in evidence were clear breaches of the terms of the unless order. In particular, the following emails made reference to these proceedings or the issues in these proceedings:

24.7.1. The email of 26 December 2025 (at [44])

24.7.2. The email of 19 January 2026 (at [47])

24.7.3. The email of 30 January 2026 (at [51])

24.7.4. The email of 1 February 2026 (at [54])

24.8. Those emails were sufficient to warrant material breaches of the unless order, such that its effects were triggered. There was also force in the Respondent's submissions that the other post-26 November 2025 emails were attempts to secure or obtain evidence pertaining to the issues in this litigation.

24.9. In any event, the unless order was first materially breached on 26 December 2025, when the Claimant emailed the Respondent's Freedom of Information Requests email as follows::

For the sake of court proceedings (discrimination due to age), I need to please ask the exact age of [redacted] History.

24.10. As such, the claim stands dismissed with effect from 26 December 2026.

Should the unless order be set aside?

25. After giving my oral decision on the breach of the unless order, the parties addressed me on whether the unless order should be set aside and the Claimant granted relief from the sanction of his claim being dismissed.

26. The Claimant took me through the PowerPoint slides he had provided, wherein he had set out his arguments in writing. I also gave him a right of reply to Mr Graham's submissions. As noted above, the Claimant provided further written submissions after the hearing. I do not rehearse the

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arguments and submissions in detail, save to record that I have had full regard to them.

27. As alluded to, I received oral submissions from Mr Graham, which I also had full regard to.
28. I reached the following conclusions on the basis of the evidence presented to me, the history of the litigation to date and the parties respective submissions.
29. I did not accept the Claimant's suggestion that he did not think the terms of the unless order included the Respondent's data protection team or data functions generally, or the named employees specifically. The Claimant is a highly intelligent person. It was fanciful for him to suggest that he genuinely believed that emailing the Respondent's data team and its staff were beyond the remit of the unless order. He knew not to contact the Respondent directly about this litigation. He knew that that included the data protection team and staff. It was expediate for him to now suggest otherwise.
30. The unless order was not made in isolation. It followed numerous instances of the Claimant refusing to abide by guidance and directions issued by the Tribunal. He was warned time and again that he had to moderate how he was conducting the litigation. Following the October 2025 hearing, I was prepared to give the Claimant the benefit of doubt. I was prepared to take him at his word, given his assurances in that hearing as to his future conduct.
31. The Claimant fully understood the unless order and what it required of him before it was even made. I noted the following in my reserved orders & reasons (emphasis added):

66. In response, and to his credit, the Claimant again showed some self-awareness regarding his conduct of the litigation to date. He accepted that there were times when he should not have communicated, either in the manner which he had or at all. He recognised that it was not appropriate for him to contact the Respondent directly but to communicate only with their legal representatives.

...

81.3. It is however appropriate to make an unless order in respect of the Claimant's tendency in the past to communicate directly with the Respondent and its staff regarding the case. The Claimant told me during the hearing that he now recognises and understands that he must not communicate directly with the Respondent, only with its legal representatives. If he is good to his word, there will be no adverse consequences. But I need to balance that with the legitimate interest of the Respondent and its staff.

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32. Despite what the Claimant told me at the October 2025 hearing, two days later, on 16 October 2025, he emailed the Respondent directly and made explicit reference to his proceedings in the Tribunal (at [42]). He emailed them again on 24 October 2025 and made express reference to “direct discrimination” (at [53]). He contacted them again on 8 November 2025 (at [43]).
33. I was unaware of any of this as I drafted the reserved orders & reasons. Suffice to say that with hindsight the Claimant was not, even at that early stage, to use the language recited above, good to his word.
34. Unfortunately, nothing changed once the unless order was made and received by the Claimant. He did not reflect on his behaviour. He did not moderate his approach. He did remind himself of what he had promised during the hearing or choose to abide by those commitments. I was driven to conclude, when compared to what he actually did, that the Claimant’s assurances during the October 2025 hearing, his contrition and his commitment to moderation were again expedient, calculated to create the right impression. His words simply did not match his deeds.
35. The unless order was sent to the Claimant on 26 November 2025. He proceeded to contact the Respondent directly a further eight times, between 26 December 2025 and 5 February 2026. But for the Respondent’s application of 6 March 2026, which drew attention to his conduct, I have no doubt that he would have continued to contact the Respondent directly and in clear breach of both the unless order and the assurances he gave to the Tribunal.
36. I found the Claimant’s various explanations and excuses for his clear, repeated and deliberate disregard for the unless order difficult to accept. He knew full well that he had to stop contacting the Respondent directly in regard to this litigation. He knew full well that the Respondent was seeking an unless order in those terms (hence his assurances to the Tribunal at the hearing in October 2025). He knew full well what the terms of the unless order were when it was made and he was notified of it in November 2025.
37. Indeed, such was the Claimant’s understanding of the terms of the unless order, that he expressly sought an exemption from its effects in respect of the Respondent’s data protection team and staff. That is obvious and self-evident from the communications he sent the Tribunal on 9 December 2025. By that time, he had already broken the assurances given at the October 2025 hearing and was in receipt of the unless order. If the Claimant genuinely thought, as he now suggests, that the data protection team somehow lay outside the remit of the unless order, why would he need an exemption? In reality, and to repeat, the Claimant did not genuinely believe, then or now, that the Respondent’s data protection team, its staff or its functions were somehow unaffected by what was a

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clear and obvious prohibition on making contact directly with the Respondent in respect of this litigation.

38. The Claimant asked a question of the Tribunal on 9 December 2025. He asked if he was granted an exemption to directly contact the Respondent's data protection team? The Claimant did not wait for an answer. Rather, on 26 December 2025, fully aware that he was now subject to the unless order, fully aware that it prohibited him from contacting the Respondent directly, fully aware that it included the Respondent's data protection team and staff, the Claimant asked for the age of a member of staff "[F]or the sake of court proceedings (discrimination due to age)" (at [44]).
39. Still waiting an answer to his question, the Claimant continued to contact the data protection team directly during January and into February 2026, requesting information for the purposes of the various allegations and claims he pursues or seeks to pursue in these proceedings.
40. I have considered and revisited the evidence pertaining to the Claimant's mental health. The Claimant relied once more on the medical reports which were in evidence for the hearing on 13 & 14 October 2025¹, namely:
- 40.1. Report dated 25 July 2025 of Dr Antoine Ryckaert ('the Ryckaert report')
- 40.2. Report dated 24 August 2025 of Dr Ekundayo Musa & Natalie Wilson ('the Musa report').
41. I made the following observations in respect of the Claimant's autistic spectrum disorder ('ASD') in the reserved decisions & reasons:
72. The Claimant's ASD is clearly a relevant factor in some of the behaviours he has engaged in. At the same time, and as recorded above, he has demonstrated a degree of insight and recognition of those behaviours and, at least in the immediate aftermath of the hearing in October, an ability to moderate and control those behaviours and tendencies.
73. For all those reasons, I conclude that, as matters currently stand, it is not appropriate to strike out any of the claim on the basis of the Claimant's behaviour. That does not, and should not, be interpreted as vindication of the Claimant's communications to date. It is not. Rather, it is a recognition of some of the factors which may explain, though not excuse, those behaviours and, importantly, a recognition of the Claimant's apparent sincerity in committing to change how, when and what he communicates moving forward.
42. I have re-read those reports. The following extract from the Ryckaert report was of relevance:

¹ The reports were contained in the bundle for the October 2025 hearing, at [953] & [960] respectively.

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In terms of mental and behavioral flexibility, [the Claimant] exhibits considerable rigidity. Once he decides something should be done a certain way, he finds it very difficult— if not impossible— to adapt. He also shows intense hyperfocus on certain details, reflecting significant cognitive rigidity.

43. The following extracts from the Musa report were of relevance:

...A recurring theme in his communication was his dismissal from his academic role; he frequently redirected questions back to this topic, expressing ongoing distress and frustration about how he was treated by his former employer and legal representatives. This pattern of response suggested a degree of black-and-white thinking and difficulty shifting focus from emotionally charged experiences.

...His insight appeared limited, particularly in relation to understanding others' perspectives or the social impact of his behaviour. He described his current mood as low, attributing this to the ongoing legal proceedings. He reported a significant loss of confidence and trust in himself, leading to increased social withdrawal and minimal engagement with the outside world.

...

Insight was limited. [The Claimant] showed difficulty understanding others' perspectives and the social impact of his behaviour. He appeared unaware of how his communication style may affect interpersonal relationships and did not demonstrate reflective awareness of his emotional responses.

...

A. Persistent deficits in social communication and social interaction across multiple contexts:

[The Claimant] demonstrates lifelong difficulties in social-emotional reciprocity, including limited ability to maintain conversations unless the topic is of personal interest, and a tendency to monologue. He struggles to understand others' perspectives and emotional states, with reports from family members indicating that he often fails to recognise when he has upset others. His communication style is formal and blunt...

44. It is accepted and acknowledged that some of the Claimant's behaviours in the course of these proceedings have been informed by and attributable to his ASD. Indeed, some of the decisions made following the October 2025 hearing were made in recognition of that fact.

45. However, the following factors were also relevant:

- 45.1. Nothing in the medical evidence suggested that the Claimant did not understand what was required of him, what he agreed to and what he was ordered to do regarding contacting the Respondent directly. It was not suggested by either report, nor by the Claimant, that he did

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not understand the requirement to communicate with the Respondent's solicitors only.

45.2. It was because of the manner in which the Claimant sometimes communicated which led to the Respondent's solicitors and then the Tribunal instructing the Claimant to cease direct contact with the Respondent and its staff.

45.3. The Claimant's struggles in perceiving and understanding the impact on others of his communication style was consistent with the Respondent's reference in its 6 March 2026 application to its staff remaining "intimidated by the Claimant's conduct, and his repeated contact... is continuing to have emotional and a psychological impact" upon them.

46. In summary, the Claimant's breach of the unless order was repeated, premeditated and deliberate, in circumstances where he was fully aware of its terms and fully aware of what he was prohibited from doing. His actions were, in my judgment, aggravated by the following additional factors:

46.1. The Claimant's clear and unequivocal assurances in the course of the October 2025 hearing that he understood the need to stop contacting the Respondent directly in connection with the litigation, and to communicate only via their legal representatives.

46.2. His decision to renege on those assurances within 48 hours of the conclusion of the October 2025 hearing.

46.3. The Claimant's awareness that what he was intending to continue to do (contact the Respondent's data protection team & staff directly) was in breach of the unless order, enquire about whether he could be granted an exemption by the Tribunal, and then proceed to act in the way he had always intended to and with apparent impunity.

46.4. The contrived and disingenuous explanations and excuses he has sought to advance, now that his clear, obvious, deliberate and repetitive breaches of the unless order have been exposed.

47. Mr Graham for the Respondent was right in his submission. These were not minor transgressions. The Claimant chose to act, repeatedly and deliberately, in direct contradiction of numerous warnings and, when they were not heeded, a clear order of the Tribunal. He compounded his actions by misleading the Tribunal (as to his intentions in the course of the October 2025 hearing) and seeking to excuse his culpability with explanations which did not stand up to scrutiny.

48. All of the above was consistent with Mr Graham's characterisation of the Claimant as someone who does not accept that he has done anything

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wrong, that if there is fault, it is someone else's (whether mine for how I drafted the unless order, the Respondent's data protection team for not telling him not to contact them, or the Respondent's solicitors for not providing him with the information he sought, all of which were advanced by the Claimant in his submissions). Any contrition is contrived, its purpose solely self-serving. Unfortunately, given the Claimant's prior assurances and subsequent conduct, that submission had force.

49. For all those reasons, I concluded that the default was deliberate and it was serious.
50. As reflected in the reserved decision & reasons, the Claimant has a history of refusing to comply with reasonable requests and orders of the Tribunal, over and above the issues which gave rise to the unless order. The Respondent sought wider unless orders to try and address his behaviour. His conduct was of such concern that Employment Judge Moore included consideration of striking out the claim on that basis of her own volition (as summarised at Paragraphs 42 – 47 & 62 – 65 of the reserved decision & reasons).
51. As also recorded in the reserved decisions & reasons, the Claimant has demonstrated in the past an ability to moderate his behaviour and manage his communications (at Paragraph 70), as well as insight and recognition (at Paragraphs 68 & 72).
52. As well as speaking to the deliberate nature of the Claimant's breaches of the unless order, this history was relevant to the impact of the Claimant's conduct of the litigation on the Respondent and more widely on the resources of the Tribunal.
53. The claim was presented on 26 September 2024. As the second anniversary approaches, the case is still some distance from any kind of final hearing. The issues in the case have yet to be finalised. There have been no directions for disclosure or exchange of witness statements. In contrast, including the hearing on 1 June 2026, there have been five preliminary hearings. That is in addition to the extensive correspondence from the Claimant to the Tribunal during the life of the case to date which, while it has decreased in volume from its high watermark, is likely to continue at unmanageable levels.
54. There is of course the cost in time and resources to the Respondent, which is similarly affected by the Claimant's conduct of the litigation generally, and his deliberate and calculated breaches of the unless order. I can fully understand the concerns raised by the Respondent in its application of 6 March 2026 regarding the impact of the Claimant's actions on its staff (at [59], alluded to above):

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Members of staff remain intimidated by the Claimant's conduct, and his repeated contact, in breach of the Tribunal's Unless Order is continuing to have emotional and a psychological impact upon those working for the University and potential witnesses.

55. For all those reasons, I was in agreement with Mr Graham's submissions as to the likely consequences if the Claimant were granted relief from sanction and permitted to continue with his claim, as follows and in summary:

55.1. There is likely to be further delay and congestion in the process when dealing with disclosure, given that most of the Claimant's requests for documents from the data protection team were wholly irrelevant to the issues that remain in the case.

55.2. The Claimant referred in the email of 26 December 2025 (the first material breach of the unless order) to his age discrimination claim. He does not have an age discrimination claim before the Tribunal.

55.3. In the course of the October 2025 hearing, the Claimant sought to compare his claim to those bringing complaints of detriment for making protected disclosures at other universities. The Claimant does not have a protected disclosures complaint before the Tribunal.

55.4. This suggest that the Claimant's requests for evidence are likely to extend far beyond his current claim and include further indulgence in issues which are wholly irrelevant to the litigation.

55.5. The Claimant has a history of not complying with Tribunal orders and there is nothing in his recent behaviours to suggest that such disregard will not be repeated in the future.

56. The Tribunal has, quite properly, extended a degree of flexibility toward the Claimant and his conduct of the litigation, given his standing as a litigant in person. However, there are limits to what can and should be tolerated, both by the Tribunal and the Respondent. The interest of justice quite properly include consideration of the prejudice caused to the other party by the default specifically, and the conduct of the litigation more generally.

57. The Claimant has consistently and repeatedly ignored various attempts by the Respondent's lawyers and the Tribunal to moderate his behaviours, whether as to what he communicates, how he communicates or to whom he communicates. As he appears to moderate one behaviour, another takes hold. All the evidence to date compels one conclusion. The Claimant's behaviours and conduct will continue unchecked, notwithstanding his contrition and his promises to moderate. The example given by Mr Graham of the Claimant's likely approach to disclosure was both apposite and compelling. Despite a number of his complaints being

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struck out, the Claimant continues to seek documents relating to them and various other, wholly irrelevant, issues and complaints that he has with the Respondent (as evidenced by both the history of this litigation and the request he made of the Respondent's data protection team, in breach of the unless order).

58. The upshot will be more delay, more expense and more resources being expended, primarily by the Respondent but also by the Tribunal, with the attendant impact upon other users of our services.
59. In conclusion, the Claimant's breach of the unless order was serious. The effect on the Respondent's staff is concerning. Given the history of the litigation to date, it does not bode well for the extensive work still required to prepare the case for trial, still less the conduct of that trial itself. The Claimant has routinely ignored the guidance and exhortations of the Tribunal. He has now chosen to ignore its orders. The suggestion that such conduct, such behaviour and such disregard for orders will cease in future is wholly unpersuasive. Those risks put a fair trial in jeopardy. The unless order was not made lightly. The Claimant understood what it required of him, which was no more than what is expected of all litigants where their opponent is legally represented. The terms of the unless order did not place any unreasonable restrictions or impositions on the Claimant. He understood the consequences of not adhering to it. And still he chose to ignore it and act with impunity. Orders are made to be complied with. If the Claimant cannot comply with an unless order, made in terms which were neither onerous nor unclear, it is difficult to imagine him complying with any order of the Tribunal, still less one which he may not agree with.
60. For all those reasons, it is not in the interest of justice to grant the Claimant relief from sanction. It is not in the interest of justice to set aside the unless order. The claim remains dismissed with effect from 26 December 2025.

Approved by:

Order posted to the parties on
19 August 2026

Kacey O'Brien
For Secretary of the Tribunals

EMPLOYMENT JUDGE S POVEY
Dated: 18 August 2026