



EMPLOYMENT TRIBUNALS

Claimant: Ms A Pashova

Respondent: Yeading Medical Centre

Heard at: Watford Tribunal (in public; by CVP)

On: 11 June 2026

Before: Employment Judge Cowen

Appearances

For the claimant: Dr Vijayadeva (friend of Claimant)

For the respondent: Mr Singh (employment consultant)

RESERVED JUDGMENT

1. The Respondent's application for costs succeeds and the Claimant must pay the Respondent £4,245

REASONS

Introduction

2. The Respondent made an application for costs under rule 78(1)(a) after the Claimant withdrew her claim for automatic unfair dismissal under s.103A ERA.
3. Both parties had prepared and provided a bundle for the costs hearing (separate to the bundle for the final hearing). The Respondent also provided a written application and a costs schedule.
4. The Claimant was represented by a friend. Both parties had the opportunity to address the Tribunal at some length, the Respondent taking 40 minutes and the Claimant 49 minutes.

5. The Claimant issued her claim on 3 April 2023 and withdrew it on 27 November 2025, two working days prior to the final hearing. During that period she had failed to serve her witness statements on the Respondent, despite a number of extensions of time.

Submissions

6. The Respondent's submission was that the Claimant had failed to comply with the orders of the Tribunal throughout the case management of the claim. The Claimant had failed to provide any documentary evidence, nor exchanged witness statements.
7. The Respondent asserted that the claim was vexatious in that it was made for the purposes of inconvenience and harassment of the Respondent and never stood any prospect of success. Furthermore, that the Claimant had no real intention of pursuing it properly and in any event, failed to do so. The only document relied upon by the Claimant was her appeal letter (206 pages long).
8. The Respondent repeatedly asked the Claimant if she was ready to exchange witness statements and received no reply, but the Claimant failed to respond. The Respondent set out that in July 2024 after witness statements were supposed to have been served on 28 June 2024, the Claimant made it clear in an email dated 4 July 2024 that she intended to send the bundle to employees at the surgery before asking them to be witnesses, i.e. that she had not yet prepared witness statements for any witnesses. The Respondent replied to this by suggesting that witness statements could be exchanged on 29 July 2024, but the Claimant declined to do so, stating that NHS staff were "subject to purdah due to the elections".
9. Further orders were made on 5 December 2024, indicating that witness statements should be exchanged on 21 March 2025. This too was ignored by the Claimant.
10. This culminated in the Respondent warning the Claimant they would apply to strike out the claim if she did not confirm by 18 November that she was ready to exchange statements. The Claimant did not respond to that final warning and so the application was made.
11. The Respondent asserted that a final attempt was made by the Respondent on 25 November 2025 to ask the Claimant if she had witness statements to exchange. The response which was received by the Respondent indicated that the Claimant wanted the Respondent to send their statements to her first, but did not offer any date on which she would provide her statements.
12. The Respondent sent the bundle and witness statements to the Claimant on 27 November 2024. The following day at 7.34am the Claimant sent an email to the Tribunal withdrawing her claim. The Respondent submitted that the Claimant's reasons for withdrawal were not reliable. Such as the Claimant saying she could not be away from her child – no application was made to convert the hearing to CVP and that a redundancy process in November 2025 would not affect the ability to witnesses to give evidence. The Respondent also highlighted that the Claimant relied upon hearsay evidence about what

was happening at the time of the hearing in November 2025 and that it was 'waffle' to suggest that the Claimant's claim could jeopardise other claims and that was a reason for withdrawal.

13. The Respondent asserted that the claim did not go ahead because despite 2.5 years, the Claimant had done no work to further the claim, or prepare for a final hearing. The Respondent suggested that this amounted to unreasonable and vexatious conduct and a costs order should be made.
14. In relation to the Respondent's schedule of costs, it was submitted that much of the paperwork had been carried out by a Grade A partner.
15. Following a one hour adjournment, the Claimant provide her submissions by her representative who was the Claimant's partner. Much of the submission that was made was about the status of the Respondent and the witnesses and the merits of the claim. The Claimant's representative said that the Claimant had found another job so had put in the minimum claim possible.
16. On behalf of the Claimant it was said that witnesses were not aware of what had happened when the Claimant left and no one had approached them to verify their accounts. It was explained that the Claimant had become pregnant and had asked the Tribunal to delay the claim due to this, but felt that she did not want the Respondent to know of her pregnancy. It was then explained that the Claimant had in fact returned to Bulgaria to live.
17. The Claimant's representative spoke of the 'ethical freedom of witnesses' and asserted that all the Claimant's documents had been handed over. Submissions were made to suggest that the witnesses could not give evidence without support from Primary Care Network or ICB and that as this was not forthcoming, they witnesses could not be asked to give evidence. It was asserted that the Claimant was in some way not providing the witness statements in order to protect the wellbeing of the witnesses.
18. The Claimant's representative confirmed that the Claimant is living in Bulgaria and has no income apart from rental income. He asserted that the Claimant's mother is covering her living costs in Bulgaria and that the Claimant has a £100 per month profit from renting her property in the UK.

The Law

19. **Rule 73. Employment Tribunal Rules of Procedure 2024—(1) A costs order is an order that the paying party make a payment to—**

(a) the receiving party in respect of the costs that the receiving party has incurred while represented by a legal representative or a lay representative, or

(b) another party or witness in respect of expenses incurred, or to be incurred, for the purpose of, or in connection with, an individual's attendance as a witness at a hearing.

20. Rule 74.—(1) *The Tribunal may make a costs order or a preparation time order (as appropriate) on its own initiative or on the application of a party or, in respect of a costs order under [rule 73\(1\)\(b\)](#), a witness who has attended or has been ordered to attend to give oral evidence at a hearing.*

(2) The Tribunal must consider making a costs order or a preparation time order where it considers that—

(a) a party (or that party's representative) has acted vexatiously, abusively, disruptively or otherwise unreasonably in either the bringing of the proceedings, or part of it, or the way that the proceedings, or part of it, have been conducted,

(b) any claim, response or reply had no reasonable prospect of success, or

(c) a hearing has been postponed or adjourned on the application of a party made less than 7 days before the date on which that hearing begins.

(3) The Tribunal may also make a costs order or a preparation time order (as appropriate) on the application of a party where a party has been in breach of any order, rule or practice direction or where a hearing has been postponed or adjourned.

21. The Tribunal shall consider whether to make an award and may make one where it is satisfied that the party or their representative has acted vexatiously, abusively, disruptively or otherwise unreasonably in either bringing or conducting the proceedings.

22. The meaning of vexatious was set out in *ET Marler Ltd v Robertson* [1974] ICR 72 at 76, NIRC:

"If an employee brings a hopeless claim not with any expectation of recovering compensation but out of spite to harass his employers or for some other improper motive, he acts vexatiously, and likewise abuses the procedure. In such cases the tribunal may and doubtless usually will award costs against the employee ..."

23. The meaning of unreasonable is widely interpreted by the Tribunal and covers all aspects of the bringing and conducting of a claim. In particular the withdrawal of a claim can amount to unreasonable conduct where it is the conduct which is unreasonable and not the withdrawal itself.

24. The Tribunal must be satisfied that the Claimant's conduct has been

unreasonable when considered overall. The Tribunal must have regard to the nature, gravity and effect of the unreasonableness. *McPherson v BNP Paribas* [2004] IRLR 558 included similar facts to this case. M withdrew his claim two weeks before the postponed final hearing and 19 months after the claim was presented. The original hearing was postponed due to the Claimant's medical grounds. The costs application was allowed, based on the fact that the Claimant had made misleading statements about his medical condition and had failed to comply with Tribunal orders. The EAT did not interfere with the Tribunal's discretion to make an award, but considered that the award of costs should only be made from the point where the unreasonable conduct had occurred.

Decision

25. The submissions made on behalf of the Claimant were mostly irrelevant to the issue of costs, concentrating on the merits of the claim and the fact that witnesses could not be called as they were not being supported. The Claimant failed to set out why they had not responded to the orders of the Tribunal, or explained their position earlier.
26. No explanation was given to the Tribunal as to why the Claimant had not provided documents or witness statements to the Respondent, as the Tribunal had ordered. The attempt by the Claimant's representative to deflect the serious breach of orders, and lack of co-operation to bring her claim to a final hearing was noted by the Tribunal as being consistent with previous behaviour and emails contained in the bundle, which do not address directly the points which have been raised.
27. The chronology placed before the Tribunal in the Respondent's application document set out a number of opportunities where the Claimant should have complied with the order of the Tribunal, or the reasonable request of the Respondent to co-operate, as is required by the overriding objective.
28. It was not contradicted in the submissions made to the Tribunal that the Claimant had not provided any documents in disclosure and had not provided any witness statements for exchange. The case was first subject to case management orders on 27 September 2023 and by 27 November 2025 the Claimant had failed to adhere to them.
29. The Tribunal also concluded that when the Claimant did respond to the Respondent or Tribunal, much of what was said by the Claimant was irrelevant, or 'nonsensical' in the words of the Respondent. The Claimant failed to provide justifiable reasons for the withholding of these documents.
30. The Tribunal did not accept that the Claimant's failure to comply with orders and failure to progress her claim were due to any ignorance of the Tribunal orders. They were sent to her and she had been present in September 2023 when the orders were made. The Tribunal concluded that the Claimant knew what she was supposed to do, but chose not to comply. The reasons or motivation for her failure to comply were not clear to the Tribunal, but the consequences of those actions led to the application for costs.

31. The Tribunal concluded that the Claimant's behaviour in failing to engage with the litigation process, failing to comply with the orders made the Tribunal and failing to co-operate with the Respondent to prepare the claim for a final hearing amounted to unreasonable conduct of case.
32. The Tribunal considered the consequence of that conduct and were satisfied that it had led to a number of letters from the Respondent, as well as letters to the Tribunal and applications for unless orders. All of which would not have been necessary had the Claimant complied with the orders and engaged in the process. However, had the Claimant engaged in the process, the Respondent would have had to prepare for the final hearing in any event and those costs cannot be attributed to the Claimant's actions.
33. The Tribunal were satisfied that the Claimant had failed to engage with drafting or exchanging witness statements in June 2024 and had not rectified this omission before 27 November 2025. The Tribunal concluded that the Respondent's additional costs from 28 June 2024 forwards should be considered as the relevant amount to be paid by the Claimant.
34. Unfortunately the Respondent's Cost Schedule is not set out chronologically. Doing the best, on the papers presented, the Tribunal assessed the costs incurred by the Respondent from June 2024 onwards to be;
- i) Emails to the Claimant and ET, chasing disclosure and witness statements 9.75 hours over 23 months = 26 minutes per month
June 2024 to November 2025 is 18 months x 26 minutes = 7 hours and 48 minutes x £275 per hour = £2,145
 - ii) Drafting application for costs = £2,100 (including VAT)
35. The Tribunal took into account the limited submission about the Claimant's ability to pay and noted she is said to have £100 per month in disposable income.
36. The Claimant must pay the Respondent £4,245 in total

Approved by:

Employment Judge Cowen

26 August 2026

JUDGMENT SENT TO THE PARTIES ON
27 August 2026

FOR THE TRIBUNAL OFFICE

Notes

Reasons for the judgment having been given orally at the hearing, written reasons will not be provided unless a request was made by either party at the hearing or a written request is presented by either party within 14 days of the sending of this written record of the decision. If written reasons are provided they will be placed online.

All judgments (apart from judgments under Rule 51) and any 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/