



EMPLOYMENT TRIBUNALS

Claimant: Mr C Bungoni

Respondent: NHS England

Heard: at Leeds by CVP

ON: 26 August 2026

BEFORE: Employment Judge Shulman

REPRESENTATION:

Claimant: In person

Respondent: Ms C Jennings, Counsel

JUDGMENT

All the claims of the claimant are struck out on the grounds that they have no reasonable prospects of success.

REASONS

1. This is the respondent's application to strike out all the claimant's claims on the grounds that they have no reasonable prospect of success.
2. The claims are for various kinds of disability discrimination and unauthorised deduction from wages.
3. At the outset of the hearing I went through the claims with the claimant. In simple terms the claimant claims against the respondent because the respondent was involved in a car leasing agreement with NHS Fleet Solutions (FS), subject to the claimant's concession that the administration of the claimant's salary and deductions arising out of the leasing agreement was with the respondent. The claimant disagrees that the respondent was not involved in the transaction with FS.
4. I am mindful of the fact that I may only strike out cases involving discrimination in the clearest possible cases.
5. The claimant leased a Mercedes car from FS in October 2023. The claimant ordered the car from FS. At the same time the claimant entered a Salary

Sacrifice Agreement with the respondent, which varied his contract of employment and permitted the respondent to deduct lease payments from the claimant's salary.

6. On 14 February 2025 the claimant requested early termination of his car leasing agreement because of illness.
7. This resulted in considerable payments becoming due which caused the claimant debt.
8. Whilst the claimant denies he leased the car solely from FS and instead with some degree of involvement from the respondent the Tribunal finds that what happened was that the leasing agreement was with FS and not the respondent.
9. The claimant claims £2,888.46 from the respondent which it deducted from his salary in accordance with the Salary Sacrifice Agreement.
10. There was difficulty in this as now the claimant accepts that FS and the respondent are different entities.
11. The claimant also accepts that the respondent's sole role in this was to administer car leasing costs via the Salary Sacrifice Agreement.
12. The claimant accepts that the respondent had authority to make the deductions.
13. The lease agreement between the claimant and FS comprises the documents that have been produced to the Tribunal and the Tribunal must decide this case on that basis.
14. I am satisfied that the respondent explained to the claimant all the deductions he claims so that there are no unlawful ones.
15. The claimant took out a grievance and it was financially based with no unexplained deductions that the Tribunal now finds and no discrimination or victimisation claims which might run and there is no evidence of any.
16. The claimant has taken proceedings out against the respondent primarily on the basis the respondent is attached to the car leasing transaction. Clearly the respondent had administration finance responsibility and contract of employment variation. Nevertheless it was FS with whom the claimant had the car leasing relationship and not the respondent and for the reasons set out above all the claims fall to be considered for strike out.
17. In the circumstances and having regard to Rule 38 of the Employment Tribunal Rules the Tribunal strikes out all claims on the grounds that they have no reasonable prospect of success.

Approved by Employment Judge Shulman

Date: 7 September 2026