



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 was sent to the parties on 3 June 2026, written summary reasons were sent to the parties on 13 July 2026 and full reasons were requested by the Claimant on 26 July 2026 in accordance with Rule 60 of the Employment Tribunal Procedure Rules. The following written full reasons are therefore provided:

Full Written Reasons

1. The claims were heard at Watford Employment Tribunal Rooms on the 22 and 23 April 2026. I heard evidence from the claimant and, on behalf of the respondent, from Ms Mehan and Mr Pearce. Mr Arif was unwell and unable to attend. I was provided with a hearing bundle of just under 350 pages. Reference to documents in these summary reasons are references to that bundle.
2. The claims were of harassment related to race under s26 Equality Act 2010 and breach of contract for unpaid overtime.

Background

3. The Claimant was employed by the respondent, a privately owned hotel group, on 3 May 2022 as a Senior Accountant. He resigned on 30 October 2022 by email and his last day of employment was 18 November 2022. The Claimant was on sick leave between 29 September and 3 November 2022 and was on leave between 4 to 18 November 2022. During this time, Mr Patel (SP) was the Claimant's line manager and Ms Mehan (NM) was the Director of Financial Reporting and Control.

The Issues

4. The amended list of issues for the Tribunal to decide were set out in the Case Management order of 25 February 2024 by EJ Dick as follows:-

A Harassment related to race:

a. Did the Respondent do the following acts (all dates 2022):

i. 26 April – NM made comments in C's interview suggesting that as he had worked for another company for 21 years he would find it difficult to work for R; she was aggressive towards C, making clear she did not wish him to join.

ii. 12 May – SP told C that the following day might be his last day of service and said that he would interview C again and would need a copy of his CV to do so.

iii. ~22 May – NM told C not to contact another member of staff for help unless it was very important.

iv. ~ July – NM told C he should know this when he asked a straightforward question.

v. ~ July – SP used undermining language such as telling C to use his common sense in front of others.

vi. 3 Aug – NM made fun of C.

vii. 17 Aug – SP told C in front of others that Emma was not happy with him as he had not completed the balance sheet reconciliations.

viii. ~17 Aug – NM raised her voice aggressively at C.

ix. ~ Sept – SP made fun of C's hair loss.

x. 14 Sept – During a conversation about workload, NM laughed at C. C explained that he was having vertigo and raised the prospect of resigning; he was told by NM that was "his call". NM suggested the meeting should go ahead regardless of C's illness, not taking his concerns seriously. NM later said: "right how much have you got done, I am vexed, Haha, you should be taking responsibility, the buck stops with you right".

xi. 16 Sept – SP told C in front of others that NM did not care if C stayed or went; SP made other upsetting comments to C.

b. If the Respondent did one or more of the above acts, did the act/acts occur on or after 3 September 2022, or as part of conduct over a period which ended on or after 3 September 2022, or would it be just and equitable to extend the time for presenting a complaint?

c. If so, were they unwanted conduct?

d. If so, did the act/acts relate to the protected characteristic of race?

e. If so, did the conduct have the purpose or effect of violating the Claimant's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for the Claimant?

B. Breach of Contract

a. Is the Claimant contractually entitled to additional pay for additional hours that he worked?

b. If so, did the Claimant work the hours set out in the second tab of his spreadsheet?

5. Additionally, if any of the claims were made out, the Tribunal would consider the remedy for the same.
6. 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 return of the deposit is dealt with in a separate judgment.

The Law relating to Harassment

7. Section 26 Equality Act 2010, provides, as far as is relevant to this claim, as follows:-
 - (1) *A person (A) harasses another (B) if—*
 - (a) *A engages in unwanted conduct related to a relevant protected characteristic, and*
 - (b) *the conduct has the purpose or effect of—*
 - (i) *violating B's dignity, or*
 - (ii) *creating an intimidating, hostile, degrading, humiliating or offensive environment for B.*
 - (4) *In deciding whether conduct has the effect referred to in subsection (1)(b), each of the following must be taken into account—*
 - (a) *the perception of B;*
 - (b) *the other circumstances of the case;*

- (c) *whether it is reasonable for the conduct to have that effect.*
- (5) *The relevant protected characteristics are—*
race;
8. In submissions on behalf of the Respondent, I was referred to the following cases:-
- a. On the meaning of “unwanted”
 - ***Reed and Another v Stedman [1999] IRLR 299 (followed in EHRC Employment Code)***
 - ***Thomas Sanderson Blinds Ltd v English UKEAT/0316/10***
 - b. On the test to be applied
 - ***Driskel v Peninsula Business Services Ltd [2000] IRLR 151***
 - ***Richmond Pharmacology v Dhaliwal [2009] IRLR 336***
 - ***Weeks v Newham College of Further Education UKEAT/0630/11***
 - ***Pemberton v Inwood [2018] EWCA Civ 564***
9. The test for determining whether conduct falls within s26 is both subjective and objective. The Tribunal must consider the purpose of the conduct and both how the Claimant actually perceived the conduct and whether it was reasonable for it to have had that impact.
10. The Claimant relied on the protected characteristic of his race which he stated is Pakistani.

Findings of fact

11. In respect of the harassment claim, the claimant alleged eleven acts by the Respondent during 2022 which were the basis of his claim.
12. The Claimant provided no specific evidence in his witness statement or in the documents in the hearing bundle in relation to the following alleged acts:-
- v. ~ July – SP used undermining language such as telling C to use his common sense in front of others.*
 - vi. 3 Aug – NM made fun of C.*
 - vii. 17 Aug – SP told C in front of others that Emma was not happy with him as he had not completed the balance sheet reconciliations.*
 - viii. ~17 Aug – NM raised her voice aggressively at C.*
 - ix. ~ Sept – SP made fun of C's hair loss.*

xi. 16 Sept – SP told C in front of others that NM did not care if C stayed or went; SP made other upsetting comments to C.

13. In respect of acts vi and viii, Ms Mehan addressed the general nature of the alleged acts in her witness statement as these had been raised during the management of the case, but she was unable to recall any specific incident. No statement was provided by Mr Patel.
14. Tribunals recognise that it is often difficult for a litigant in person to recall specific incidents or dates and therefore often make broad assertions. I found that the Claimant had not provided sufficient evidence for me to find that, on a balance of probabilities, these things happened. I therefore dismiss these grounds of the claim.
15. The claimant also provided no detailed evidence in his statement to support the following matters:-
 - iii. On around 22 May, Ms Mehan told Claimant not to contact another member of staff for help unless it was very important.*
 - iv. In July – NM told C he should know this when he asked a straightforward question.*
16. In cross examination, the Claimant said that act iv occurred in relation to checking invoices and that Ms Mehan was angry and upset when he had asked a question, telling him “you should know this”. He stated he was upset because she had snapped at him. In her statement, Ms Mehan could not recall any specific instances when she might have said these things. She accepted that she might have told the Claimant not to contact a member of staff who was busy and might have said that an issue was a common accountancy process which she would expect a senior accountant to know. If they did not understand, she said she would provide appropriate training and ensure that it was understood. In cross examination, Ms Mehan confirmed she may have said “you should know this” in response to a question about invoices which she had answered a few times before and that she would have expected someone of the Claimant's seniority to know this. She was not flippant.
17. On balance, I preferred Ms Mehan's evidence and found that these alleged acts did occur, although not in the way suggested by the Claimant.
18. In relation to the remaining issues, I made the findings set out below.
19. The Claimant alleged
 - i. 26 April – NM made comments in C's interview suggesting that as he had worked for another company for 21 years he would find it difficult to work for R; she was aggressive towards C, making clear she did not wish him to join.*
20. The Claimant said in his witness statement Ms Mehan had a frown on her face

“as soon as she saw me”, she was aggressive and “her face looked very angry.” He did not put forward any specific words which were said by her. He said that she commented that he would struggle to adapt, having worked somewhere else for a long time and that the interview felt like an interrogation. As a result, he felt “embarrassed, intimidated and targeted and disheartened”, so much so that he started crying. He agreed that, despite this interview, he had accepted the job as he needed it for financial reasons. He also agreed he had not raised this behaviour in his grievance.

21. Ms Mehan accepted in her evidence that she may have commented on the change to a new company after working for so long at one place but that this was not said in any aggressive or derogatory way. She said that it would be illogical for her to treat him that way as, ultimately, she had agreed he should be recruited.
22. I found that Ms Mehan did make a comment about how the Claimant might adapt to the respondent's role in view of his previous long service with one company. However, I prefer Ms Mehan's evidence that she was not aggressive or angry during the interview.

23. The Claimant alleged

ii. 12 May – SP told C that the following day might be his last day of service and said that he would interview C again and would need a copy of his CV to do so.

24. A transcript of this conversation from a recording by the Claimant was provided and it was set out in his witness statement. There was no statement from Mr Patel. The Claimant raised this as part of his grievance.
25. I find that, on 12 May 2022, the claimant was told by Mr Patel that the next day may be his last day of service and that he would need his CV for a further interview. I also find that was said in an open plan office, and that at least one other person heard the request for the Claimant's CV, although no one heard the other comments about the last day of service. The claimant did not raise this with Ms Mehan or with anyone else in the team at the time and he remained in his employment.
26. The Claimant alleged
- x. 14 Sept – During a conversation about workload, NM laughed at C. C explained that he was having vertigo and raised the prospect of resigning; he was told by NM that was “his call”. NM suggested the meeting should go ahead regardless of C's illness, not taking his concerns seriously. NM later said: “right how much have you got done, I am vexed, Haha, you should be taking responsibility, the buck stops with you right”.*
27. The Claimant produced a transcript of this conversation which was not

challenged by the respondent and I did not listen to the actual recording. The transcript shows that this was a long conversation discussing the fact that accounts would not be ready for a senior meeting the following day.

28. It records that, before Ms Mehan is told the Claimant is not well, there are occasions when the transcript records “ha ha” and she says the meeting should go ahead. The transcript then records that, when she was informed he was unwell, Ms Mehan took the Claimant’s welfare very seriously, offered to postpone the meeting and was concerned for his welfare. The transcript also confirms that the Claimant was told that it was “his call” whether he wished to resign and that “the buck stopped with him”.
29. I find that the conversation was not as portrayed by the Claimant and that Ms Mehan was concerned for the Claimant’s welfare once she was made aware of his illness.
30. I also find that the Claimant’s race was not directly mentioned during any of these conversations. I specifically make no finding on whether the claimant’s performance was of an appropriate standard as it is not required for determining the claim.

Conclusion on Harassment Purpose or effect

31. In summary, I found that the following acts occurred:-
- i. 26 April – NM made comments in C’s interview suggesting that as he had worked for another company for 21 years he would find it difficult to work for R;*
 - ii. 12 May – SP told C that the following day might be his last day of service and said that he would interview C again and would need a copy of his CV to do so.*
 - iii. On around 22 May, Ms Mehan told Claimant not to contact another member of staff for help unless it was very important*
 - iv. In July – Ms Mehan told Claimant that he should know how to complete one of the straightforward accountancy processes*
 - x. 14 Sept – there was a conversation between the Claimant and Ms Mehan about workload and preparation of accounts for a senior meeting the following day at which the Claimant stated he was unwell and raised the prospect of resigning. Ms Mehan said that was “his call”.*
32. I considered whether each of these acts amounted to unwanted conduct under the Act and whether they were done for the purpose of either violating the Claimant’s dignity, or creating an intimidating, hostile, degrading, humiliating or offensive environment for the Claimant or, alternatively, whether they had that effect and that it was reasonable for them to have done so.

33. I concluded that they did not, save in respect of the incident (number ii) on 12 May 2022 which is discussed below. I found that these were appropriate discussions between an employee and their line manager for the purpose of the performance of work-related tasks and delivery of the accounts to tight deadlines.

34. In relation to the incident on 12 May 2022, I considered whether it was unwanted conduct and whether that was its purpose or whether, if it was not its purpose, whether that was its effect. I find that that was not the purpose of the conduct, bearing in mind the previous behaviour of the person who said those words, the timing and the Claimant's summary of that person's character during the grievance interview.

35. When considering the effect of the conduct, I noted that the claimant says that at the time he felt this was humiliating in front of his colleagues when he was new in post. I noted this was a single instance of conduct and have considered the other circumstances of case and whether it was reasonable for the conduct to have had that effect on the claimant.

36. Having considered the facts as I have found them and the factors noted above, I concluded that the conduct did not meet the statutory threshold and it did not amount to unwanted conduct. Having so found, I have not considered time limits.

37. I note that, even if the Claimant had been able to show he had been subjected to unwanted conduct, the next issue to determine was whether the act arose as a result of his protected characteristic of race. The evidence the Claimant provided about why he believed that race was the reason for the unwanted acts amounted to the fact that Ms Mehan was aware of his race because the fact he spoke Urdu was written on his CV. Had it been necessary to determine the issue, I would have concluded that the evidence was insufficient for me to be satisfied the claimant had met the burden of proof.

Conclusion on Harassment

38. Having found that there was no unwanted conduct which meets the statutory threshold, the claim for harassment failed and was dismissed

Breach of Contract.

39. The issues to be determined in respect of this claim were

- a. Is the Claimant contractually entitled to additional pay for additional hours that he worked?
- b. If so, did the Claimant work the hours set out in the second tab of his spreadsheet?

40. It was agreed that the written contract of employment stated that the claimant was entitled under his contract to be paid overtime where it was agreed in writing in advance by the line manager. It was also agreed that there had been no

written requests or approval for overtime. The Respondent confirmed there was also a flexible working policy and it was possible for employees to start their work later or finish earlier.

41. The claimant therefore sought to establish that verbal requests by his manager to complete work amounted to a variation of the clear written contract. The evidence produced by the claimant in relation to this claim was as follows:

a. transcript of a recording made by the claimant on 16 August 2022 in which the following things were said:-

- o 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*
- o Bundle page 320 - by Ms Mehan *where goanna have to spend some time on this and long hours I get it but not by yourself*
- o Bundle page 327 - when the Claimant and Mr Patel discuss hours
 - Umran Ashraf said to Shailesh Patel: *but if we continue to be working long long hours then*
 - Shailesh to Umran: *Umran I cannot, I did not want you to work long hours*
 - Umran Ashraf said to Shailesh Patel: *30k not really it's not really adequate if where working continuosly long hours*
 - Shailesh to Umran: *I don't want you to work, even you right, let's get ourselves sorted in this*
 - 56:04: Shailesh Patel speaking to Umran Ashraf: *even for me I am working long hours*

b. Transcript of a recording made by the claimant on 14 September 2022 in which the following things were said:-

- Bundle page 330 – Claimant - *Yeah, like, I never worked from home before, like this, is this is the first time I work from home before*
- Bundle p331 Ms Mehan : *That's the bit I don't get, I'm not, I'm not at any point disputing, there's a lot to do*
- Bundle p339 Ms Mehan : *ideally I mean if I honest, I would like this, P&L's out to be tomorrow evening at the latest, for first thing meeting on Friday*

c. A spreadsheet (ps 54-55) which he had made around the time of the preliminary hearing) noting that between 27 May 2022 and 28 September 2022 he had spent some 44.2 hours working outside his contractual hours. The claimant did not produce the notes he said he used to calculate the times in that spreadsheet. A total of 45 minutes was noted for the day of 16 August 2022 and the remainder was noted on dates between 9 and 28 September 2022, mostly around the time of the conversation on the 14 September 2022 .

d. some emails sent outside his hours of 9am –5pm. (ps 282 – 297) between 27 May and 25 September 2022

42. The Claimant did not provide any evidence on his working pattern or if or when he had worked flexibly.

43. I found that the Claimant did not provide sufficient reliable and cogent evidence on which I could conclude that, on a balance of probabilities, his written contract had been varied to enable the payment of overtime which was worked, without being agreed in writing by his line manager. I also found that the documents produced did not identify with any clarity or precision the hours which were said to have been worked as overtime.

Conclusion on Breach of Contract

44. The claimant was not entitled to be paid for any overtime. There was therefore no breach of contract. This claim was not well founded and was dismissed

Approved by
Employment Judge Shrimplin
Date: 26 August 2026

JUDGMENT SENT TO THE PARTIES ON
8 September 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