



EMPLOYMENT TRIBUNALS

Claimant: Onyinye Ndukwe

Respondent: Daisy Katsoka

Heard at: Reading **On:** 13 August 2026

Before: Employment Judge Hawksworth

Appearances:

For the claimant: No attendance or representation

For the respondent: No attendance or representation

JUDGMENT

1. The claimant's claim is dismissed under rule 47 of the Employment Tribunal Procedure Rules 2024.
2. The tribunal has no jurisdiction to hear the claim. The tribunal cannot hear a breach of contract claim made by an employer against an employee, unless it is made in response to a breach of contract claim by the employee, which this claim is not.
3. This judgment concludes the claim.

FULL REASONS

1. The claim was presented in the Employment Tribunal on 1 November 2024. The respondent did not present a response within the required timeframe. As a result, the claim proceeded under rule 22 of the Employment Tribunal Procedure Rules 2024. That means that the respondent is only entitled to participate in this hearing to the extent permitted by me.
2. The nature of the claimant's claim against the respondent is not understandable from the claim form. Section 8.1 of the claim form is the section in which the claimant is asked to tick one or more box to indicate the type of claim they are making. The claimant has not ticked any of the boxes. In section 8.2, in which the

claimant is asked to set out the background and detail of the claim, the claimant says:

“It is with respect to an NGO that was founded and she approached me she was not working as former colleague I drafted a contract for her to demonstrate her capacity to deliver and write to the Secretary of State of UK for the recognition of the organisation. The document presented to her have IP details not yet disclosed out there but since she had accepted she had not acted until 30 I wrote a notice of breach of non-performance to her and to my surprise she started with denial when there are evidence of proof of correspondence prior to drafting the document to her. The purpose of the proposed firm in the uk is for sensitisation and awareness events as well as other things the NGO hoped to achieve.”

3. On 8 May 2025, on the direction of a judge, the tribunal asked the claimant to provide a full explanation of what compensation she was saying she was entitled to receive and why. The letter asked, ‘Is [the claimant] alleging that the respondent employed her to undertake a particular task?’.

4. The claimant replied on 21 May 2025. In an email she said:

“In the UK where I had engaged my studies legally with full compliance, that someone out of hatred perpetrated hatred just because of my refusal to subjugated by actions against my dignity after having accident it can’t be accepted that I will be a party or allow the just system in the UK to be a party to hatred. I want to first return to my work, then every other thing will follow.”

5. In an attachment also dated 21 May 2025 she said (in part):

“I Ndukwe Onyinye Emmilia Ngozi firmly state that i am not the employee of Daisy Katsoka, but rather her employer.

...

my claim therefore; is for Mrs Daisy to fulfil her part of contractual obligation or agree with a revert in writing that the IP embedded on the documents she had been sent would not be made available elsewhere in addition to project proposal developed.”

6. On 29 June 2025 the claimant sent an additional submission to the tribunal. It was headed “Additional Submission of Claim For Breach of Contract by Daisy Katsoka and why my demands are substantiated.” The document starts by saying:

“Following my case submission, with ref number and case number indicated above, I have had the need to submit this statement on based on actions of intentional unclothed anti-social harm that degraded to hateful act by the respondent.”

7. It is not possible to understand the relevance of what is said in the additional submission. Some text messages were attached. They are not complete copies, and it is not clear who the messages are to or from, or what their relevance is to the claim.
8. The notice of today's hearing was sent on 4 November 2025.
9. On 5 February 2026, on the direction of a judge, the tribunal wrote to the claimant and asked her to provide a copy of her contract with the respondent and some other documents. She did not reply. The tribunal wrote to the claimant on 9 June 2026 to chase up. The claimant did not reply. On 21 July 2026 the tribunal wrote to the claimant to say that Employment Judge Anstis was considering striking out the claim because she had not complied with the order of 5 February 2026 and the claim was not being actively pursued. A reply was requested by 4 August 2026. The claimant did not reply.
10. The hearing today was an in person hearing which was due to start at 10.00am. Neither party attended the hearing. As this was a hearing under rule 22, the respondent would only be entitled to participate in the hearing to the extent permitted by me, and the respondent has not made any request to participate. The clerk to the hearing telephoned and emailed the claimant to make enquiries about whether she was intending to come to the hearing. The call was not answered and there was no facility to leave a voicemail. There was no reply to the email. By 10.30am neither party had attended or contacted the tribunal.
11. I decided to dismiss the claim under rule 47 of the Employment Tribunal Procedure Rules 2024. The claimant has not attended the hearing today. Further, she has not complied with the tribunal's directions of 5 February 2026, 9 June 2026 or 21 July 2026. The claim is not being actively pursued. It appears that the claimant may have decided not to continue the claim.
12. In any event the tribunal does not have jurisdiction (power) to hear the claim. This is because:
 - a. The claimant Onyinye Ndukwe has explained that she is an employer, and that her claim is for breach of contract against her employee Daisy Katsoka.
 - b. Under rule 24 of the Employment Tribunal Procedure Rules 2024, an employer can only make a claim of breach of contract against an employee in the employment tribunal where it is made in response to a claim of breach of contract by the employee (in other words, where the employer's claim is made as a 'counter-claim' to a claim by the employee).
 - c. The claim by Onyinye Ndukwe is not made in response to a claim by Daisy Katsoka. Daisy Katsoka has not made a claim of breach of contract (or any employment tribunal claim) against Onyinye Ndukwe.
 - d. This means that the tribunal does not have jurisdiction to hear the claim by Onyinye Ndukwe.
13. For these reasons, this claim is dismissed.

Approved by:
Employment Judge Hawksworth

Dated: 13 August 2026

JUDGMENT SENT TO THE PARTIES ON

15 September 2026

FOR THE TRIBUNAL OFFICE

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