



EMPLOYMENT TRIBUNALS

Claimant: Ms S Ahamed

Respondents: Reading Borough Council

Heard at: Reading (by CVP)

On: 22 September 2026

Before: Employment Judge Reindorf KC

Representation:

Claimant: In person

Respondent: Ms E Banton (Counsel)

RESERVED JUDGMENT

1. The Claimant's application for interim relief is refused.

REASONS

Introduction

2. This matter came before me on an application for interim relief lodged by the Claimant with her second ET1 on 31 July 2026, following the termination of her employment on 27 July 2026.
3. The Claimant appeared before me on her own account and the Respondent was represented by Ms Banton. I was provided with an agreed bundle consisting of 267 pages, which included the pleadings and a number of evidential documents. In accordance with the directions given for the hearing, the Claimant had produced written summary grounds for her application on 15

September 2026 and the Respondent had produced a response to those grounds on the same day. Ms Banton also provided a skeleton argument. Following the hearing, the Claimant provided to me a written note of her oral submissions.

4. At the outset of the hearing I informed the Claimant that Ms Banton is personally known to me as a professional colleague. I also informed her that I have previously represented the Respondent in my private practice as a barrister, albeit many years ago. The Claimant elected to continue with the hearing.
5. The Claimant did not request the opportunity to give oral evidence. I heard submissions from both parties. Judgment was reserved because there was insufficient time for me to deliberate and produce a judgment within the listed hearing.

Relevant legal principles

Interim relief

6. By s.128(1)(a)(i) of the Employment Rights Act 1996 ("ERA"), an employee may apply for interim relief if she has presented a complaint to the Tribunal that she has been unfairly dismissed and that the reason or principal reason for her dismissal was that she had made a protected disclosure (i.e. that her dismissal was unlawful by reason of s.103A ERA).
7. The application must be made within the period of seven days immediately following the effective date of termination of the Claimant's employment.
8. The ET must determine the interim relief application as soon as practicable after receiving the application
9. Interim relief should be ordered if it appears that it is likely that on determining the complaint the Tribunal will find that the reason or principal reason for the dismissal was the proscribed ground (s.129 ERA).
10. The meaning of "likely" in this context is "a pretty good chance of success" (*Taplin v C Shippam Ltd* [1978] IRLR 450) which is "something nearer to certainty than mere probability" (*Ministry of Justice v Sarfraz* [2011] IRLR 562). A "good arguable case" is not enough (*Parsons v Airbus* UKEAT/0023/16/JOJ 4 March 2016).
11. The proper approach is as follows:

"On hearing an application under section 128 the Employment Judge is required to make a summary assessment on the basis of the material then before her of whether the Claimant has a pretty good chance of succeeding on the relevant claim. The Judge is not required (and would be wrong to attempt) to make a summary determination of the claim itself. In giving reasons for her decision, it is sufficient for the Judge to indicate the "essential gist of her reasoning": this is because the Judge is not making a final judgment and her decision will inevitably be based to an extent on impression and therefore not susceptible to detailed reasoning; and because, as far as possible, it is

better not say anything which might pre-judge the final determination on the merits". (Parsons at paragraph 8)

12. By Rule 95 of the Employment Tribunal Rules 2013, the Tribunal should not hear evidence on an application for interim relief unless it directs otherwise. The hearing should be conducted as a Preliminary Hearing.

Automatically unfair constructive dismissal (public interest disclosure)

13. In order to grant interim relief on a complaint of automatically unfair constructive dismissal, the Tribunal must be satisfied on a summary assessment that the Claimant has a pretty good chance of showing that:
 - 13.1. the Claimant made a protected disclosure; and
 - 13.2. she was constructively dismissed; and
 - 13.3. the protected disclosure was the reason or principal reason for her constructive dismissal:
14. In order to show that she made a protected disclosure, the Claimant must show that she had a reasonable belief that the disclosure she relies on tended to show a relevant failure within s.43B(1) ERA. Where the Claimant says she relies on the "legal obligation" limb in s.43B(1)(b) ERA, she must show that she had a reasonable belief that the disclosure contained information which tended to show that a person has failed, was failing or was likely to fail to comply with any legal obligation to which he was subject. She must also show that she reasonably believed the disclosure to be in the public interest.
15. To establish that she was constructively dismissed, the Claimant will have to show that:
 - 15.1. there was a fundamental breach of contract on the part of the Respondent which repudiated her contract of employment (this will often be a breach of the implied term of trust and confidence, which provides that employers will not, "without reasonable and proper cause, conduct themselves in a manner calculated or likely to destroy or seriously damage the relationship of trust and confidence between the parties" (*Malik v Bank of Credit and Commerce International SA* 1997 ICR 606 HL)); and
 - 15.2. the Respondent's breach caused her to resign, and
 - 15.3. she did not delay too long before resigning, thereby affirming the contract.
16. Finally, in order to prove that she was constructively dismissed because she made a protected disclosure, the Claimant will have to show that the protected disclosure was the reason or principal reason for the Respondent's fundamental breach of contract (*Salisbury NHS Foundation Trust v Wyeth* UKEAT/0061/15/JOJ).

Findings of fact

17. The Claimant was employed by the Respondent as Strategic Lead for Legal Operations from 3 March 2025 until her employment terminated on 27 July 2026..
18. On 13 March 2026 the Claimant lodged a grievance containing a range of complaints about the Respondent's governance and administrative practices and processes as well as about treatment to which she claimed to have been subjected. On 16 March 2026 she was signed off sick. She remained on sick leave for the remainder of her employment. On 29 June 2026 she attended a grievance meeting. On 2 July 2026 she lodged her ET1 in claim 6024652/2026. In that claim, which includes a complaint of public interest disclosure detriment, she complains of a large number of acts which she alleges were done by the Respondent in retaliation for her grievance.
19. The Respondent issued the Claimant with her grievance outcome on 10 July 2026. She lodged an appeal against that outcome a week later.
20. In the meantime the Respondent had instigated attendance management processes in respect of the Claimant's long term sick leave. A meeting was scheduled in that process for 27 July 2026. On 21 and 23 July 2026 an exchange of emails took place about the arrangements for the meeting. The Claimant resigned on 27 July 2026 with immediate effect.
21. The Claimant lodged the second ET1, in claim 6029194/2026, on 31 July 2026. In the Particulars of Claim, the Claimant makes further allegations of public interest disclosure detriment and complains of automatically unfair constructive dismissal pursuant to section 103A ERA. In her constructive dismissal complaint, she relies on the Respondent's email of 23 July 2026 as the final straw which caused her to resign.

Conclusions

22. On the material before me, and on a summary assessment of the case, it is not possible for me to conclude that the Claimant has a pretty good chance of showing that she made a protected disclosure. The principal communication upon which the Claimant relies is her grievance of 12 March 2026. The Respondent concedes that certain elements of the legal test are met, but does not concede that the Claimant reasonably believed that the information contained in the grievance tended to show a relevant failure for the purposes of s.43B(1) ERA.
23. The grievance is a dense, single-spaced twelve page document. It refers a large number of detailed concerns, in many cases arising out of incidents which occurred in the Claimant's day to day work. In order to evaluate the Claimant's prospects of showing that she had a reasonable belief that the matters to which she referred in the grievance tended to show one or more relevant failures, I would need to have an understanding of the facts which it is not possible to acquire on a summary assessment. The case is simply too detailed for that to be achievable. Looking at the grievance, it seems to me extremely likely that the issue will only be resolvable by the Tribunal once evidence on both sides has been heard.

24. Moreover, when I asked the Claimant which legal obligation(s) she was invoking, her answer did not assist me in understanding how she puts her case on this point.
25. Furthermore, on the material I saw I cannot evaluate the chances of the Claimant showing that she was constructively dismissed. This would require an analysis of the very many incidents upon which the Claimant relies as alleged breaches of contract. She stated that she relied upon all of those incidents as a “cumulative” breach of contract and she referred to a “documentary bridge” connecting the alleged protected disclosures, the Respondent’s knowledge, requests for whistleblowing protection which she had made, the treatment that followed and her alleged unfair constructive dismissal. In order to follow the logic of this bridge and to draw inferences about the relationship between different constituent parts of it, the Tribunal will need to have a close familiarity with the facts of the case. It is also very likely that it will have to make an assessment of the credibility and reliability of witness evidence.
26. As to the “final straw” email of 23 July 2026, this document on its face appeared to concede the requests that the Claimant had made in respect of the planned attendance review meeting on 27 July 2026. The Claimant identified the shortfalls that she perceived in the contents of the email, but they were not obvious to me. This may very well be because I did not know the detailed background facts well enough to be able to discern them. It will be a matter for the Tribunal at the final hearing to determine whether the alleged final straw amounted to a sufficient basis for the Claimant’s resignation. On a summary assessment, I am in no position to reach a view as to the Claimant’s prospects of succeeding in that argument.
27. For those reasons, the application for interim relief is refused.

Approved by
Employment Judge Reindorf KC

Date: 2 October 2026

Sent to the parties on:

10 October 2026

For the Tribunal Office

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