Case No: 3303872/2025

EMPLOYMENT TRIBUNALS

Claimant: **Mr B Popaj**

Respondent: **Total Home Delivery Limited**

RULE 22 JUDGMENT

1. The claim form was sent to the respondent in accordance with rule 16 of the Employment Tribunal Rules 2024. If it was not sent to the respondent's registered address, it was sent to an appropriate address.

2. The respondent did not present a response to the claim.

Unauthorised deductions from wages claim

3. The claim was not presented within the time limit at section 23 Employment Rights Act 1996. Pursuant to section 23 (4) Employment Rights Act 1996, it was not reasonably practicable for the claimant to present the claim within the primary limitation period. The claimant presented it within a reasonable period thereafter.

4. The claim for unauthorised deductions from wages (Employment Rights Act 1996 section 13) is well founded.

5. The respondent must pay to the claimant within 14 days the following gross sums:

    a. Unpaid wages for the period from 1 September 2024 to 14 October 2024 (effective date of termination): 6 weeks at £769.23 per week = £4615.38

    b. Holiday pay: 14 days at £153.85 per day = £2153.90

    c. Sums deducted ostensibly for pension contributions from 24 June 2024 to 26 August 2024 but for which the respondent made no contributions to the claimant's pension = £250.

Breach of contract / notice pay claim

6. The claim was presented within the time limit at section 7 The Employment Tribunals Extension of Jurisdiction (England and Wales) Order 1994. Pursuant to section 7(c) The Employment Tribunals Extension of Jurisdiction (England and Wales) Order 1994, it was not reasonably practicable for the claimant to present the claim within the primary limitation period. The claimant presented it within a reasonable period thereafter.

7. The claim for breach of contract for the claimant's notice pay is well founded (Employment Tribunals Extension of Jurisdiction (England and Wales) Order 1994).

8. The claimant's statutory notice period was two weeks. The claimant was not paid for their notice period. The claimant had no earnings in mitigation in this period.

9. The claimant's contractual notice period was six months. The claimant was not paid for their notice period. The claimant had earnings of £4,000 net in mitigation in this period.

10. The respondent must pay to the claimant within 14 days the following sums calculated net of tax:

    a. Statutory notice period: 2 weeks at £621.53 = £1243.06

    b. Additional contractual notice period: 24 weeks at £621.53 - £4000 in mitigation = £10,916.72.

Protective award

11. The claimant's application to add a claim for a protective award pursuant to section 188 of the Trade Union and Labour Relations (Consolidation) Act 1992 ("TULR(C)A") is allowed.

12. The claim was presented within the time limit at section of section 192 TULR(C)A. Pursuant to section of section 192(2) (b) TULR(C)A, it was not reasonably practicable for the claimant to present the claim within the primary limitation period. The claimant presented it within a reasonable period thereafter.

13. The respondent's premises at Star House, Brunel Way, Thetford, Norfolk, IP24 1HP constituted an establishment for the purpose of s188 TULR(C)A.

14. There was no recognised trade union or appointed or elected employee representatives for the purpose of s188(1B) of TULR(C)A.

15. The complaint that the second respondent failed to comply with a requirement of s188 of TULR(C)A is upheld.

16. The Tribunal makes a protective award in favour of the claimant.

17. The Tribunal orders the respondent by way of a protective award under section 18(3) of TULR(C)A to pay to the claimant within 14 days a payment equivalent to remuneration for the period of 90 days beginning on 17 September 2024.

Approved by:

Employment Judge Gordon Walker

Date 11 September 2026

JUDGMENT SENT TO THE PARTIES ON

.....3/11/2026...

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FOR THE TRIBUNAL OFFICE

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Judgments are published, in full, online at www.gov.uk/employment-tribunal-decisions shortly after a copy has been sent to the claimant(s) and respondent(s) in a case.

If there are written full reasons for the judgment, they are also published. Written summary reasons are not published.

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

The reasons given orally were the summary reasons. If a request for written reasons is made (within the time limit), the Tribunal might choose to supply written summary reasons or else the Tribunal might choose to provide the written full reasons.