



**EMPLOYMENT TRIBUNALS (SCOTLAND)**

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**Case No: 4102139/2022**

**Hearing Held by CVP on 2 August 2022**

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**Employment Judge McFatridge**

15 **Miss Rebecca Wishart**

**Claimant  
In person**

20 **Atik Raj**

**First Respondent  
Not present and not  
represented**

25 **Haroon Danis**

**Second Respondent  
Not present and not  
represented**

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**JUDGMENT OF THE EMPLOYMENT TRIBUNAL**

The judgment of the Tribunal is that

1. The first respondent Atik Raj unlawfully withheld wages from the claimant  
35 in the sum of One Thousand Seven Hundred and Ten Pounds (£1710).
2. The first respondent shall pay to the claimant the sum of One Thousand  
Seven Hundred and Thirty Pounds (£1730) in respect of unlawful  
deduction of wages. (This includes £20 awarded under s24 (b) of the  
Employment Rights Act 1996.)

E.T. Z4 (WR)

3. As at the termination of the claimant's employment the first respondent was in breach of contract and shall pay the claimant damages for breach of contract (failure to pay notice pay) in the sum of Two Hundred and Twenty Six Pounds and Fifteen Pence (£226.15).

5 4. The claims so far as directed against the second respondent are dismissed.

5. The claimant's remaining claims of unfair dismissal and for a redundancy payment are dismissed.

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### REASONS

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1. The claimant submitted a claim to the Tribunal in which she claimed that she had been unfairly dismissed by the respondents. She also claimed a redundancy payment. She claimed that the respondents had unlawfully withheld wages from her and that she had not been paid her notice pay and other payments. The claimant indicated that she was making a claim against two separate respondents namely Atik Raj who had managed the beautician's premises from which she worked and whom she understood to be the owner of the business and who had employed her. She also directed the claim against Haroon Danis who she described as the CEO of Skin HQ. Neither respondent submitted a response to the claim. An Employment Judge decided that a hearing should be fixed in order to determine the claims. At the hearing the claimant gave evidence on her own behalf. The claimant had also lodged a bundle of documents for the hearing however unfortunately these had been uploaded by her as photographs and as a result it was not possible to read all of the documents. On the basis of the evidence and the productions I found the following essential facts relevant to the claims to be proved or agreed.

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### Findings in fact

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2. The claimant commenced employment with the first respondent on or about 27 October 2021. She had carried out a short period of training before this which she believed started at the end of September. The claimant worked as a laser and skin specialist from the first respondent's

premises in Dock Street, Dundee. The business traded under the name Skin HQ. Her understanding of the position was that the first respondent was the person who had hired her and was her employer. She was given the job by the first respondent and all matters to do with her employment were arranged through the first respondent. At some point the claimant received a contract of employment through the post after having badgered the first respondent for this. The contract was not lodged and the claimant could not recall the name given as her employer on that contract. The claimant understood that the premises from which she worked were part of a larger franchise operation known as Skin HQ and Mr Raj the first respondent spoke on occasions of Mr Danis being involved in certain financial matters but the claimant had no contact with Mr Danis.

3. The claimant was paid an hourly rate which equated to around £980 per month or £226.15 per week. The claimant was due to be paid at the end of each month. Pay for the months of November and December 2021 was late in arriving. The claimant and the other people who worked at the salon were annoyed at this but took no action as their pay did eventually turn up albeit some days late.

4. The claimant worked during January 2022. She was not paid on the last day of the month. She earned around £980 (net) for the month of January. The payment she was due never reached her bank account. The claimant and the other people who worked in the salon challenged Mr Raj about this. He said that he would investigate the matter with Mr Danis. He then said on several occasions that the money would be in their bank accounts later that day. The money never arrived. The claimant suffered financial hardship as a result of this. Eventually, the claimant told Mr Raj that she would be unable to travel to work because she could not afford this. The claimant worked until 18 February. On that date she received her P45 through the post. The claimant was not given any reason for her dismissal but simply received her P45. The effective date of termination of the claimant's employment was 18 February 2022. The claimant did not receive any notice pay nor pay in lieu of notice. The claimant was not paid for the 18 days of February which she had worked.

5. As a result of the first respondent's failure to pay the claimant at the end of January the claimant was unable to pay her mobile phone bill on time. The claimant was charged an additional £20 late payment fee in respect of this bill.
- 5 6. During the course of her employment the first respondent advised the claimant that she was enrolled in a pension scheme and the amount of £20 per month was deducted from her wages and was supposed to be paid in to the NEST pension scheme. The total amount deducted from the claimant's wages for October, November, December, January and  
10 February amounted to £100. Subsequent to the termination of her employment the claimant contacted the pension authority who advised that no payments had been received from the respondents.
7. Subsequent to the termination of her employment the claimant became aware of various stories in social media which accused Mr Danis of  
15 operating a fraudulent scheme whereby many individuals had booked skincare courses with the respondent and had been left out of pocket when all of the franchises bearing the name Skin HQ appeared to have closed in the earlier part of this year following non-payment of the staff wages.

20 **Observations on the evidence**

8. I accepted the evidence the claimant gave as being truthful. The claimant had not lodged a contract of employment she had been sent and was unsure if she still had a copy of this. She was clear in her evidence that all of her contact had been with Mr Raj and she understood it to be his  
25 business. She was aware there was a business relationship with Mr Danis but was unaware of the detail of this. I accepted the claimant's evidence regarding the late payment charge she had incurred in respect of her mobile phone bill. With regard to the pension payments the claimant had lodged a copy of a letter from the pension provider however due to the  
30 limitations in the format mentioned above this was not readable. I accepted her evidence that she had suffered a deduction of around £20 for employee pension contributions each month and that subsequently

she had discovered that nothing had been paid to the pension provider. I also accepted her evidence that she received around £980 per month net.

### **Discussion and decision**

- 5 9. The claimant had ticked the box on her claim form to indicate she was claiming unfair dismissal and for payment of a redundancy payment. During the course of the hearing the claimant accepted that because she did not have two years' service she was not entitled to claim unfair dismissal nor was she entitled to claim a redundancy payment. The claimant's remaining claims were essentially a claim for unlawful deduction of wages and a claim in respect of her one week's notice pay.
- 10 10. As a preliminary matter I required to determine the identity of the claimant's employer.

### **Discussion and decision**

- 15 11. As noted above the first matter I had to determine was the identity of the claimant's employer. The claimant advised that all of her dealings had been with Mr Raj. I enquired of her whether Mr Raj was employing her as an individual or through a limited company. Companies House shows one company which was formerly named Skin HQ but this trades from a registered address in Liverpool and does not appear to have anything to do with the claimant's employment. The claimant mentioned that the letter she had received from the pension provider referred to a company called SHQ Dundee Limited but she had no other information about this company and it appeared that Skin HQ was simply a trading name adopted by Mr Raj. Neither of the two respondents submitted a response to the Tribunal claim. In the circumstances I considered that on the balance of probabilities the claimant's employer was in fact Mr Raj. He may have used a trading style of Skin HQ but he appeared to have employed the claimant as an individual. It appeared that he had some kind of franchise or agency arrangement with Mr Danis but so far as the claimant was concerned he was the employer.
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12. I accepted the claimant's evidence as to her dates of employment. The claimant accepted that given these dates she could not make a claim of unfair dismissal or for a redundancy payment.
13. The claimant had worked until 18 February. It was clear to me that she was due payment for the month of January and the period from 1 to 18 February. I accepted her evidence that she was paid £980 per month net which equates to £226.15 per week. She was not paid the £980 she was due for January. I calculate the amount she was due for February as being £630 ( $980 \times 18 \div 28$ ). The claimant therefore suffered an unlawful deduction of wages amounting to £1610 over these two months. I also accepted the claimant's evidence that she suffered an unlawful deduction of wages in the sum of £100 based on the fact that the respondent had taken money from her pay to make pension contributions but had not made the contributions but retained this. The total deduction of wages made is therefore £1710 and I make a declaration to this effect.
14. In addition to the unlawful deduction of £1710 I consider that the claimant is entitled to recompense for the £20 late payment fee which she sustained in respect of her mobile phone account in terms of section 24(2) of the Employment Rights Act 1996. The total compensation for unlawful deduction of wages is therefore £1730 and I order that the first respondent pay this sum to the claimant.
15. The claimant was entitled to one week's notice of termination of employment but she did not receive any notice nor any pay in lieu of notice. She is entitled to £226.15 as damages for breach of her contractual right to notice pay. The total payment due from the first respondent to the claimant is therefore £1956.15.

**Employment Judge:**  
**Date of Judgment:**  
**Date sent to parties:**

**I McFatridge**  
**9<sup>th</sup> August 2022**  
**9<sup>th</sup> August 2022**