



EMPLOYMENT TRIBUNALS

Claimant: Mr G Jikeme
Respondent: Seva Childcare Ltd
Heard at: Watford Employment Tribunal (In Public; In Person)
On: 1, 4 and 5 March 2024
Before: Employment Judge Quill; Mr D Sagar; Ms N Duncan

Appearances

For the Claimant: Mr D Welch, counsel
For the respondent: Mr M Kotecha, chief executive of the Respondent

LIABILITY JUDGMENT

- (1) The claimant made two protected disclosures, as identified at paragraphs 1.1.1 and 1.1.2 of the list of issues.
- (2) The claimant's employment ended when he was dismissed by the Respondent, and that dismissal occurred on 6 September 2022 and was without notice.
- (3) The dismissal was in breach of contract, and the Claimant was entitled to one month's notice, to expire no earlier than 6 October 2022.
- (4) The Respondent breached the Claimant's contract and made unauthorised deductions from wages by its failure to pay the Claimant from 2 August 2022 to 6 September 2022.
- (5) The Respondent breached the Claimant's contract and the Working Time Regulations 1998 by its failure to make a payment in lieu of unused holiday entitlement on termination of employment.

- (6) The Claimant was unfairly dismissed contrary to section 103A of the Employment Rights Act 1996 (“ERA”); the principal reason for the dismissal was that the Claimant had made the protected disclosures.
- (7) In contravention of section 47B ERA, the Respondent subjected the Claimant to the following two detriments:
- (i) Suspending him on 2 August 2022
 - (ii) Notifying him, on 16 August 2022, that his suspension would be without pay, and failing to pay him while he was suspended
- (8) The claim in relation to the third detriment, 1.5.3 of the list of issues, does not succeed. It is true that the Respondent dismissed the Claimant without following any disciplinary or dismissal procedure, and true that the reason for that was his protected disclosure. However, this alleged detriment is one excluded from section 47B ERA by section 47B(2).

REMEDY JUDGMENT

- (9) The Respondent is ordered to pay the Claimant £25,989.97. The breakdown of that sum is as follows:
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|-------|---|----------|
| (i) | Basic Award for Unfair Dismissal: | £856.50 |
| (ii) | Payment in lieu of unused holiday: | £1836.83 |
| (iii) | Salary for 2 August to 6 September 2022: | £3700.93 |
| (iv) | Injury to Feelings for Paragraph 7 above: | £7500.00 |
| (v) | Damages for failure to give notice: | £1515.24 |
| (vi) | Compensatory Award for Unfair Dismissal | £8161.33 |
| (vii) | Uplift of 25% on 9(v) and 9(vi) above: | £2419.14 |
- (10) Item 9(ii) was agreed between the parties, and all other items were the Tribunal’s decision.
- (11) Item 9(iii) is given as a gross figure because one of the complaints we upheld for that period was unauthorised deduction from wages. The Claimant was also successful in showing that (i) he was entitled to damages for breach of contract for that period and (ii) he was entitled to compensation for financial loss caused by detriments (paragraph 7 of the judgment above) for that period. No separate award, for that period, for the other complaints has been made to avoid double recovery. However, the net loss (for breach of contract and/or financial loss flowing from the detriments) would have been awarded as £2694.28 (72.8% of the gross figure mentioned in the judgment).
- (12) Item 9(vii) is in accordance with section 207A of Trade Union and Labour Relations (Consolidation) Act 1992.

- (13) The Claimant did not receive any benefits in the period for which we awarded compensation and so the Recoupment Regulations do not apply.

REASONS

- (14) Reasons for both liability and remedy were given orally. Written reasons for each have been requested and will be supplied in due course.

Employment Judge Quill

Date: 8 March 2024

JUDGMENT SENT TO THE PARTIES ON
18 March 2024

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FOR THE TRIBUNAL OFFICE

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