



EMPLOYMENT TRIBUNALS

Claimant
Mr Y Sallam

v

Respondent
Compass Group UK & Ireland Ltd

PRELIMINARY HEARING

Heard at: Watford Employment Tribunal (In public)

On: 5 December 2024
Before: Employment Judge Bloch KC

Appearances:

For the Claimant: In person

For the Respondents: Mr Joicey, non-legal in-house representative

JUDGMENT

1. The claim for unfair dismissal is struck out on the basis of the claimant not having the required two years' service to make such a claim.

REASONS

1. At a case management hearing on 3 September 2024, at paragraph 13, the Employment Judge ordered that the claimant set out in writing to the respondent and the tribunal within 14 days from the date of this letter why this claim should not be struck out due to the claimant not having the required two years' service.
2. Although the expression "from the date of this letter" is perhaps odd, it must have been clear that the date ran at latest from 5 November when the order was sent to the parties.
3. However, in my judgment nothing turns upon that point given that the claimant has at no time sought to provide this information. Nor for that matter has he responded to direction from the tribunal contained in the notice of preliminary hearing for 3 September 2024 in which he was required to provide further information regarding his direct discrimination claim on grounds of religion or belief. The hearing today was conducted with the helpful assistance of an interpreter in the Arabic language. The claimant who has lived in this country for 18 years has a reasonable understanding of English but professes to have great difficulty with understanding and written English and writing in English or, indeed, communicating by email.

4. My attention was drawn to an email recently written by the claimant addressed to “The Judge and “Martin Mee” as follows:

“Regarding information requested by the preliminary hearing document for 5 December 2024 specifically steps 11 to 14 I will explain everything within the court when I will be attending [the preliminary hearing on that date] because I can’t read and write English very well and I am unable to use computers and smart phones and, and sending an email to the court is difficult.”

5. When I asked the claimant why he did not engage at all in the various tribunal orders/directions he reiterated that his understanding of the orders and ability to give a response in English was limited.
6. I explained very carefully to the claimant the requirement for two years continuous service was a pre-requisite for his unfair dismissal claim but not his other claims and he appeared to understand (with the assistance of the interpreter) what I was saying. He relied on only one matter which was that he had, at various times, worked for two or three agencies and via that route provided his services as chef to the respondent.
7. The respondent submitted that there was no basis for adding to his continuous service for the respondent any periods when the claimant was working for an agency or agencies (for the short period of three or four months) before he became directly employed by the respondent.
8. The claimant was clear in relation to these agency contracts that his employer was at all times the agent and not the respondent. It seems clear that he was providing short-term cover to the agencies who in turn provided his services to the respondent.
9. The document (in the form of a letter) confirming an offer of employment to the claimant from the respondent was dated 5 September 2023 and there was nothing within that document to indicate continuity of employment extending from a period before that letter. No documents were provided by the claimant to the tribunal in regard to these earlier contracts.
10. In all the circumstances it is clear to me there is no basis for the unfair dismissal claim to proceed. The tribunal does not have jurisdiction to hear it. Indeed, the claimant admitted in terms that he was not employed by the respondent for two continuous years. This was carefully interpreted to the claimant, and he accepted that position.

Employment Judge Bloch KC
Signed on 17 December 2024

Sent to the parties on: 8/1/2025

For the Tribunal: N Gotecha

Recording and Transcription

Please note that if a Tribunal hearing has been recorded you may request a transcript of the recording, for which a charge may be payable. If a transcript is produced it will not include any oral judgment or reasons given at the hearing. The transcript will not be checked, approved or verified by a judge. There is more information in the joint Presidential Practice Direction on the Recording and Transcription of Hearings, and accompanying Guidance, which can be found here:

<https://www.judiciary.uk/guidance-and-resources/employment-rules-and-legislation-practice-directions/>