



# EMPLOYMENT TRIBUNALS

**Claimant:** Mr S Webb

**Respondent:** Ali Abadi t/a BTel Communications

**Heard at:** Manchester

**On:** 6 August 2018

**Before:** Employment Judge Holmes

## REPRESENTATION:

**Claimant:** Not in attendance

**Respondent:** No response received

## JUDGMENT

It is the judgment of the Tribunal that:

1. The name of the respondent be amended to Ali Adabi t/a BTel Communications.
2. The respondent made unlawful deductions from the claimant's wages in the total sum of **£207.69**, which sum the respondent is ordered to pay the claimant subject to any deductions for income tax and national insurance.

## REASONS

1. By a claim form presented on 19 May 2018, the claimant brought a claim against his former employer in respect of arrears of pay. He worked for the respondent for some three days between 5 and 8 February 2018. He named the respondent as BTel Communications.
2. The claim was served on the respondent, but no response was received, and the hearing, which was listed when the claim was presented, proceeded for the claimant to establish his claims.
3. The claimant subsequently wrote to the Tribunal on 30 July 2018 setting out the details of his claims, and also providing some further information in relation to the identity of the respondent. From that information, and indeed from company searches undertaken by the Tribunal, it would appear that there is no limited

company by the name of “BTel Communications”, but that it is the trading name of one Ali Abadi. Accordingly, the Tribunal amends the name of the respondent to show that this is the correct trading style of the individual who, presumably personally, employed the claimant, in the absence of any limited company by which such employment could possibly have been effected.

4. Turning to the merits of the claimant’s claim, he has not attended, but has submitted written representations in his letter of 30 July 2018, which the Tribunal accepts. In his letter he sets out his daily rate of pay at £69.23, and as he worked for three days and was unpaid for the whole of his brief period of employment with the respondent, the total amount that he was underpaid is £207.69. The Tribunal accordingly makes that award to him. Whilst it is unlikely that he will be liable to be taxed upon that amount, and has indicated that he may have been liable to national insurance contributions, the Tribunal proposes to make an award in the gross sum of £207.69, and the respondent should only deduct from that sum such sums as are properly due and owing to HMRC in respect of any national insurance or tax liability.

5. The claimant, however, has indicated in his submissions that he would be seeking additional sums by way of some form of compensation by reason of the respondent’s conduct which led him to resign his position with him. This is, in effect, a claim for consequential loss for breach of contract. The sum of compensation that the claimant is seeking is in the region of £1,500 as he was out of work for some six weeks, and is also concerned about the effect of this short period of employment, and unemployment, upon his future prospects.

6. Unfortunately, however, the Tribunal could make no such award. The primary reason for this is that the claimant's claim for arrears of pay is, in essence, a claim for unlawful deductions from wages. That is a jurisdiction in which the Tribunal can, and indeed has, awarded the underpayment of wages, but not damages for breach of contract. Secondly, even if the Tribunal were to treat this as a breach of contract claim, the sort of damages that the claimant would thereby be claiming are unliquidated damages for consequential loss arising out of breach of the employment contract, if established. That type of head of damages is outwith the Tribunal’s jurisdiction under the Employment Tribunals (Extension of Jurisdiction) Order 1994, under which a Tribunal can only make an award of liquidated damages in respect of sums outstanding on termination. The Tribunal does not consider the type of award of damages that the claimant is seeking by way of consequential loss to fall within its jurisdiction under this Order. Consequently, whilst the Tribunal can make the award of the wages that were unpaid, it can make no further award to the claimant.

Employment Judge Holmes

Dated: 6 August 2018

JUDGMENT SENT TO THE PARTIES ON

8 August 2018

FOR THE TRIBUNAL OFFICE

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**NOTICE**

**THE EMPLOYMENT TRIBUNALS (INTEREST) ORDER 1990**

Tribunal case number(s): **2410943/2018**

Name of **Mr S Webb** v **Ali Abadi t/a BTel**  
case(s): **Communications**

The Employment Tribunals (Interest) Order 1990 provides that sums of money payable as a result of a judgment of an Employment Tribunal (excluding sums representing costs or expenses), shall carry interest where the full amount is not paid within 14 days after the day that the document containing the tribunal's written judgment is recorded as having been sent to parties. That day is known as "*the relevant decision day*". The date from which interest starts to accrue is called "*the calculation day*" and is the day immediately following the relevant decision day.

The rate of interest payable is that specified in section 17 of the Judgments Act 1838 on the relevant decision day. This is known as "the stipulated rate of interest" and the rate applicable in your case is set out below.

The following information in respect of this case is provided by the Secretary of the Tribunals in accordance with the requirements of Article 12 of the Order:-

"the relevant decision day" is: **8 August 2018**

"the calculation day" is: **9 August 2018**

"the stipulated rate of interest" is: **8%**

MRS L WHITE  
For the Employment Tribunal Office

