



# EMPLOYMENT TRIBUNALS

**Claimant:** Mr Abdelhamid Talla

**Respondent:** K & C Catering Limited

**Heard at:** Birmingham (by CVP)      **On:** 12 October 2022

**Before:** Employment Judge C Kelly

**Representation**

**Claimant:** Mr Abdelhamid Talla (in person)

**Respondent:** No attendance

**UPON** the hearing of the Claimant's Claim for breach of contract and unfair dismissal (and other associated remedies);

**AND UPON** reading and accepting the Claimant's evidence set out in his witness statement of 30 May 2022 and hearing from the Claimant at the hearing;

**AND UPON** the Claimant accepting that the dismissal was substantively fair by reason of redundancy, as the Respondent has ceased trading, but unfair by reason of the absence of any procedural process of consultation but upon the Claimant, but that in all reality had a fair process been engaged, he would have been dismissed by reason of redundancy with certainty in any event;

**AND UPON** the Tribunal noting that the sum claimed for lost holiday in 2020 is irrecoverable as it is not in the current holiday year at the point of dismissal.

## **THE TRIBUNAL DECLARES:**

1. That the Claimant has been unfairly dismissed.
2. The Respondent has unlawfully deducted the following sums from the Claimant's wages contrary to s.13 of the Employment Rights Act 1996:
  - a. £833.33 of salary due for the month of January 2022;
  - b. £2,307.68 for unpaid salary for February 2022;
  - c. £2,500 unpaid service charges/tips for the period 1<sup>st</sup> October 2021 to 28<sup>th</sup> February 2022; and
  - d. £3,908.48 for pension payments which were not paid to the pension scheme and thus not deducted for the purpose authorized.

3. That the Respondent has failed to comply with the ACAS Codes of Practice on Disciplinary and Grievance Procedures (“the Code”), in that the Claimant made numerous attempts to establish his position following the unannounced closure of the Cielo Restaurant and work out how his own position might be affected, and to challenge the position. These attempts at contact properly construed were grievances made against the Respondent concerning the way he had been treated by not notifying of the intended closure of the business, the reason for it, or taking any steps to discuss the position of the restaurant with the claimant and the Claimant’s position within the business. The Respondent blocked the Claimant from making further telephone contact. This is a complete disregard by the Respondent of paragraphs 32 onwards of the Code relating to grievances.
4. That the Claimant is entitled to a redundancy payment in the total sum of £8,357.52.

**THE TRIBUNAL ORDERS:**

5. That the Respondent do pay the sum of £31,784.68, such sum to be paid by 4pm 26 October 2022; this sum has been calculated as follows:

- Notice pay (breach of contract) – 12 weeks @ £576.92	£5,553.00
o Uplift at 25%	£1,388.25
- Redundancy Payment	£8,357.52
- Unauthorized Deduction from Wages as per the above	£9,549.49
o Uplift at 25%	£2,387.37
- Unpaid holiday pay 2021	£1,730.76
o Uplift at 25%	£ 432.69
- Written statement of particulars not provided	£1,908.48
o Uplift at 25%	£ 477.12

Employment Judge Kelly  
12 October 2022