

IN THE EMPLOYMENT TRIBUNAL

Claim No. 56/2026

BETWEEN:

IHDIH KHALIJ DEBBAB

Claimant

-AND-

AL MADINA TAKE-AWAY LIMITED

Respondent

JUDGMENT

The Claimant was employed by the Respondent from 8 September 2014 until 17 November 2025 when he was dismissed without notice or pay in lieu of notice.

The Claimant filed a Claim Form on 8 May 2026 making claims for a redundancy payment, arrears of notice pay and arrears of holiday pay. The Claimant did not tick the box for an unfair dismissal claim in Section 6.1 of the Claim Form ("Type of claim"). The Claimant answered 'Yes' to the Section 6.2 Claim Form question as to whether he was including a claim for breach of employment contract.

In his Claim Form, the Claimant explained that he had not been able to file his Claim Form within the period of 3 months from termination prescribed by Section 70(4) of the Employment Act because he had been waiting for the Labour Inspectors to finish an investigation into his complaint. In the absence of any Response from the Respondent, in my discretion, I am satisfied that in these circumstances, it was not practicable for the Claim to be presented within the prescribed period.

Pursuant to Rule 13 of the Employment Tribunal (Constitution and Procedure) Rules 2016 (**the Rules**), after an unsuccessful attempt by the Tribunal to serve by email, the accepted Claim was served on the Respondent together with the prescribed Response Form by post to its registered office and to its sole director's last known address on 12 May 2026.

The Respondent has not presented the Response within 21 days of 12 May 2026 or at all, nor made an Application for an extension of time for presenting the Response.

Pursuant to Rule 21, **I FIND THAT** on the available material (the Claim Form, together with copy ETB Notice of Terms, ETB Notice of Variation and ETB Termination Form, as requested from and provided by the Claimant), I am able to determine the Claim as follows:-

1. The Claimant's weekly pay was £500 gross per week (this figure is also referred to in the ETB Notice of Termination signed by the Respondent). In the absence of any supporting documentation (e.g. payslips) being provided by the Claimant, I have estimated his weekly net pay to be £410 per week.
2. The Claimant's claim for breach of employment contract under the Employment Tribunal (Extension Of Jurisdiction) Order 2016 is well-founded and succeeds.

3. The Claimant is entitled to (net) payment for his 13 weeks' statutory notice entitlement, amounting to **£5,330.00**.
4. The Claimant is entitled to (net) payment for the 3 weeks' holiday pay he has claimed, amounting to **£1,230.00**.
5. Despite the Claimant not having stated in the Claim Form that he was making an unfair dismissal claim, I find that this was due to the Claimant, a litigant in person, not understanding that the Tribunal does not have jurisdiction to hear claims solely for redundancy pay under the Employment Tribunal (Extension Of Jurisdiction) Order 2016.
6. I find that there is made out on the facts available a substantiated unfair dismissal (by reason of redundancy) claim because the Respondent did not follow a reasonable redundancy (or any) dismissal procedure and thus acted unreasonably in its dismissal of the Claimant.
7. The Employment Tribunal (Calculation of Compensation) Regulations 2016 (**the Regulations**) provide:

"3.(1) Subject to the provisions of this Regulation, the amount of the compensatory award shall be such amount as the Employment Tribunal considers just and equitable in all the circumstances having regard to the loss sustained by the complainant in consequence of the dismissal in so far as that loss is attributable to action taken by the employer.

... 3.(3) The loss referred to in subregulation (1) shall be taken to include in respect of— (a) any entitlement or potential entitlement to a payment on account of dismissal by reason of redundancy, or (b) any expectation of such a payment, only the amount (if any) by which that payment would have exceeded the amount of a basic award ... in respect of the same dismissal."
8. In this case, under Regulation 2 of the Regulations, the Claimant's length of service and age produce a Basic Award of **£16,500.00** (33 X £500).
9. The claimant's statutory redundancy pay entitlement was £25,500.00 (51 weeks' pay). Under Regulation 3(3), the Tribunal may include in the compensatory award only the redundancy pay-related excess over the basic award. Accordingly, the Compensatory Award is **£9,000.00** (£25,500.00-£16,500.00).
10. The Claimant has not provided any information in relation to his weekly pay from his new employment which he stated in his Claim Form commenced on 11 December 2025 at £9.50 per hour, so I am unable to make any finding as to whether this is more or less than his weekly wage from the Respondent.

11. The Claimant was out of work for 4 weeks before he commenced his new employment. As there was no contractual right for the Respondent to make a payment in lieu of notice, the effective date of termination is extended by the statutory notice period, which, under Section 54.(1)(v) of the Employment Act, is 13 weeks, and the Claimant obtained new employment within that period. I therefore find that he did not suffer any loss after the notional expiry of notice, and no further loss of earnings is awarded.

THE CLAIMANT IS THEREFORE HEREBY AWARDED AND THE RESPONDENT IS HEREBY ORDERED TO PAY TO THE CLAIMANT, within 21 days of the date of this Judgment (under Rule 56), the sum of **£32,060.00**, calculated as follows:

- (a) notice pay (net): £5,330.00;
- (b) accrued holiday pay (net): £1,230.00;
- (c) Unfair Dismissal Basic Award: £16,500.00; and
- (d) Unfair Dismissal Compensatory Award: £9,000.00.

Gabrielle O'Hagan

Chairperson Gabrielle O'Hagan

Date: 23 June 2026