



EMPLOYMENT TRIBUNALS (SCOTLAND)

Case No: 4103699/2022

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Held in Glasgow on 3 October 2022

Employment Judge L Wiseman

Mr A Murrell

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**Claimant
In Person**

Robertson Group Ltd

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**Respondent
Represented by:
Ms N Moscardini -
Solicitor**

JUDGMENT OF THE EMPLOYMENT TRIBUNAL

The tribunal decided to dismiss the claim.

REASONS

1. The claimant presented a claim to the Employment Tribunal on the 2 July 2022. The claimant had, on the claim form, ticked the box in section 8, indicating the claim he was bringing was unfair dismissal. The claimant then set out details of having been offered a contract which had subsequently been withdrawn.
2. An Employment Judge issued a Notice and Order in terms of rule 27(1) of the Employment Tribunal (Constitution and Rules of Procedure) Regulations 2013 (the Rules) confirming the Employment Judge was of the view the tribunal had no jurisdiction to consider the claim because the claimant did not have qualifying service to bring a claim of unfair dismissal.
3. The claimant responded to the Notice and Order giving written representations why the claim should not be dismissed. Those representations focussed on the claimant's position that he had been offered a contract, subsequently told the offer had been withdrawn and that this would

be confirmed in writing, but he had received nothing in writing prior to the start date of the employment.

4. An Employment Judge directed that in terms of rule 27(3) of the Rules a hearing be fixed for the purpose of deciding whether to allow the claim to proceed.
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5. The claimant, at the hearing today, accepted he did not have the necessary period of service to proceed with a claim of unfair dismissal.
6. I invited the claimant to explain why he believed the claim form included a complaint of breach of contract. The claimant relied solely on the details he had entered on the claim form.
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7. Ms Moscardini, for the respondent, submitted the claim form indicated the claim was one of unfair dismissal alone. There was opportunity on the claim form to indicate a claim of breach of contract, but this had not been done and no information had been provided in terms of, for example, the notice period said to be applicable. It would not be fair on the respondent, or in accordance with the overriding objective, to allow the claimant, at this late stage, to argue the claim included a complaint of breach of contract.
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8. I decided the claim before the tribunal was one of unfair dismissal. The details on the claim form, as set out by the claimant, support that view because the unfair dismissal box was ticked and the information provided by the claimant narrated circumstances in which an offer of employment was made, the claimant believed employment started and was then terminated.
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9. I decided to dismiss the claim. A tribunal does not have jurisdiction to determine the claim because the claimant does not have the necessary period of qualifying service to bring a claim of unfair dismissal.

5 Employment Judge: Lucy Wiseman
Date of Judgment: 04 October 2022
Entered in register: 05 October 2022
and copied to parties

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