



EMPLOYMENT TRIBUNALS

Claimant: Mrs V Plesca

Respondent: Fort Engineering Limited

Heard at: Watford Employment Tribunal (In Public; In Person)

On: 23 to 26 March 2026

Before: Employment Judge Quill; Ms S Boot; Mr I Murphy

Appearances

For the Claimant: Mr J Jotangia, counsel

For the respondent: Mr G Williams, litigation executive

JUDGMENT

Liability

1. The time limit for presenting each of the complaints which succeeded (as set out below) was extended by ACAS early conciliation certificate number R240279/23/92. Every such complaint was therefore in time.
2. The Claimant was dismissed by the Respondent, by the email sent to the Claimant on 12 July 2023 at 16:38.
3. The effect of that email was that the Claimant was given 3 weeks' notice of dismissal. The effective date of termination was therefore 2 August 2023.
4. The dismissal reason was of a kind specified in Regulation 20 Paragraph (3) of the Maternity and Parental Leave etc Regulations 1999. The dismissal was unfair because of section 99 the Employment Rights Act 1996 ("ERA").
5. Additionally, the unfair dismissal complaint relying on section 98 ERA was also well-founded.
6. The dismissal contravened section 39(2) the Equality Act 2010 ("EQA"). The

dismissal was as an act of Pregnancy and Maternity discrimination as defined by section 18(4) EQA.

7. The complaint about failure to pay the correct amount in lieu of unused annual leave succeeds.
 - 7.1. The claimant did not use more than her entitlement in the year 1 December 2021 to 30 November 2022.
 - 7.2. The period 1 December 2022 to 2 August 2023 is 245 days. For that year, her entitlement would have been to $245/365 \times 5.6$ weeks.
 - 7.3. For that year, she used no annual leave, as she was on maternity leave throughout.
 - 7.4. In the period 1 December 2021 to 30 November 2022, the Claimant used 18 days, in addition to time off for bank holidays.
 - 7.5. The precise amount that the Respondent must pay to the Claimant will be determined at the remedy phase.
8. The Claimant did not fundamentally breach her contract of employment such that the Respondent was not required to give notice, or such that section 86(6) ERA applied. The Claimant was therefore entitled to be paid three weeks' pay for the notice period (13 July 2023 to 2 August 2023). The precise amount (if any) that the Respondent must pay to the Claimant will be determined at the remedy phase, but the Claimant must give credit for any SMP received for that period.
9. The complaint brought under section 93 ERA is well-founded. The Respondent will be required to pay a sum equal to two weeks' pay. The precise amount that the Respondent must pay to the Claimant will be determined at the remedy phase.

Remedy

10. The following figures were supplied to the parties without grossing up, on the basis that the parties would either supply the agreed grossed up figure or else, in the absence of agreement, each write in to set out their position.
11. The basic award for unfair dismissal is **£1260** (3 x £420).
12. The award for unreasonable failure to supply written statement of reasons for dismissal is **£840** (2 x £420).
13. The payment in lieu of unused holiday entitlement on termination of employment is **£1578.84** (which is a gross figure, and to be paid gross, subject only to any lawfully required PAYE deductions, if any).
14. The damages for breach of contract, being dismissed without notice on 12 July 2023, are **£517.46**. (3 weeks net pay would have been 3 x £348.76 which is £1,046.28. We deduct 3 weeks of SMP, so £528.82).

15. The award for injury to feelings is **£13,700** (including award for aggravated damages).
16. The interest on the injury to feelings figure is based 989 days (12 July 2023 to date of decision) at 8% per annum. This is **£2969.71**
17. In terms of past financial losses, we award **£19361.67**, being
 - 17.1. Loss of statutory rights: £450
 - 17.2. Loss of earnings: £18,911.67
18. Interest on that aggregate total for financial losses (so £19361.67) is awarded from the midpoint of the period during which those losses accrued (which is Wednesday, 26 June 2024) to the decision date. So the award is for 639 days at 8% per annum. This is **£2711.70**.
19. Additionally, for the financial losses incurred in attending the final hearing we award **£365.53** (on which there is no interest).
20. There is an ACAS uplift of 20% which is **£7,821.73** (20% of £39,108.61, which is the aggregate of £13,700 + £2,969.71 + £19,361.67 + £2711.70 + £365.53)
21. The parties were ordered to write in by 14 April 2026, prior to the financial judgment being issued (to include grossing up, if any). The parties have requested extra time, and for this judgment, prior to grossing up, to be issued.
22. The Respondent should pay the amounts set out above within 14 days of the date this judgment is sent to the parties. If any additional amount for grossing up is to be awarded, there will be an additional and separate judgment issued, and the date for payment for that component will be set out in that document.

Approved by:

Employment Judge Quill

Date: 26 April 2026.

JUDGMENT SENT TO THE PARTIES ON
8 May 2026

L TAYLOR-HIBBERD
FOR THE TRIBUNAL OFFICE

Public access to employment tribunal decisions

Judgments are published, in full, online at www.gov.uk/employment-tribunal-decisions shortly after a copy has been sent to the claimant(s) and respondent(s) in a case.

If there are written full reasons for the judgment, they are also published. Written summary reasons are not published.

Reasons for the judgment having been given orally at the hearing, written reasons will not be provided unless a written request is presented by either party within 14 days of the sending of

this written record of the decision.

The reasons given orally were the summary reasons. If a request for written reasons is made (within the time limit), the Tribunal might choose to supply written summary reasons or else the Tribunal might choose to provide the written full reasons.

If written summary reasons are provided, then written full reasons will not be provided unless requested by any party by a written request received by the Tribunal within 14 days of the sending of the written summary reasons.

Recording and Transcription

Please note that if a Tribunal hearing has been recorded you may request a transcript of the recording. You will be required to pay the charges authorised by any scheme in force unless provision of a transcript at public expense has been approved.

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/>