IN THE DUBAI INTERNATIONAL FINANCIAL CENTRE COURTS

IN THE COURT OF FIRST INSTANCE

BETWEEN

OMAR BEN HALLAM

Claimant/Respondent

and

NATIXIS

Defendant/Applicant

ORDER WITH REASONS OF H.E. DEPUTY CHIEF JUESTICE ALI AL MADHANI

UPON the Part 7 Claim being filed on 24 February 2025 (the "Claim")

AND UPON the Defendant's Application No. CFI-016-2025/2 dated 16 May 2025, seeking an order for strike out/immediate judgment (the "Application")

AND UPON the Order of H.E. Deputy Chief Justice Ali Al Madhani dated 13 June 2025 vacating the Case Management Conference originally listed on 24 June 2025 pending the determination of the Application

AND UPON hearing counsel for the Claimant and counsel for the Defendant at an Application Hearing before H.E. Deputy Chief Justice Ali Al Madhani on 12 August 2025 (the "Hearing")

AND PURSUANT TO the Rules of the DIFC Courts (the "RDC")

IT IS HEREBY ORDERED THAT:

1. The Application is granted

2. The Wrongful Termination Claim, Discrimination Claim, Victimisation Claim and Breach of Terms Claim are struck out pursuant to RDC 4.16.

3. The Unpaid Annual Leave Claim is dismissed subject to immediate judgment under RDC 24.1.

4. The Defendant shall file its costs submissions, to be no longer than 3 pages and in reference to the sought costs from its Statement of Costs dated 25 August 2025, within 5 working days from the date of issue of this Order.

5. The Claimant shall, within 5 working days of the filing of the Defendant's costs submissions, file a reply thereto, such reply not exceeding 3 pages in length.

Issued by:
Delvin Sumo
Assistant Registrar
Date of issue: 19 September 2025
At: 2pm

SCHEDULE OF REASONS

1. This Application is brought on two parts; a Strike Out Application pursuant to Rule 4.16 of the DIFC Courts ("RDC") and a Part 24 Immediate Judgment Application.

2. The Claim relates to the alleged wrongful termination of the Claimant (hence, "Respondent") from the Defendant (hence, "Applicant") company, following the Respondent's employment from 19 December 2021 to 24 January 2025. The Respondent was notified of his termination via letter dated 25 October 2024 or 11 November 2024. The date is disputed; however, the Respondent does not deny that such letter was received.

3. Following the Respondent's Garden Leave and payment of his contractual and statutory entitlements - of which the Respondent claims are incorrect - the Respondent filed a Part 7 Claim Form dated 24 February 2025.

The Claim and Defence

4. The Particulars of Claim dated 24 February 2025 does little by way of categorising the claims, however, I acknowledge that there has been an implied agreement between the parties in subsequent statements of case - including the final skeleton arguments for the Hearing - summarily the Claim consists of five heads:

(a) Compensation for Wrongful Termination pursuant to Article 62 of the DIFC Employment Law No. 2 of 2019 (the "Employment Law") to

the value of AED 1,320,000.00;

(b) Material breaches of express and implied terms of trust and confidence in the Employment Contract ("Breach of Terms Claim");

(c) Compensation for Unpaid Annual Leave and the associated statutory penalties for late payment to the value of AED 71,076.92.00 pursuant to Articles 19 and 27 of the Employment Law;

(d) Victimisation contrary to Article 60 of the Employment Law; and

(e) Discrimination contrary to Article 59 the Employment Law.

5. The crux of the overall Claim and the basis of the Wrongful Termination claim is that the Applicant has failed to produce any evidence to justify explaining why the termination letter was back-dated and fabricated to appear as if the Respondent resigned in order to circumvent the Article 62 procedure or lawfully dismiss the Respondent for poor performance.

6. In his reply to the Application, the Respondent has submitted additional evidence to show that there was a formal internal recognition of his strong performance throughout his employment, rewarded by a discretionary bonus of AED 350,000, and external recognition that he closed the largest transaction for the Applicant in its DIFC branch as a Global Coordinator just before his termination. Therefore, the Applicant had no justification for terminating the Respondent.

7. The Respondent advances his claims by submitting that he suffered victimisation during his tenure; he never received increments to his remuneration despite being promoted in 2023 to Head of Investment Banking (MENA) and was subject to discriminating remarks and harassment from various senior employees. Further, at his termination meeting on 23 October 2024, the Respondent submits that his building pass was de-activated, laptop seized, and he was handed an "Acknowledgement of Resignation" and "Settlement Agreement" which he refused to sign. The actual Termination Letter was not received by him until 11 November 2024, which was backdated to match the "date on which the termination was formally communicated."

8. The Applicant, in its overarching defence, maintains that it lawfully terminated the Respondent's employment pursuant to Article 62 of the Employment Law, which does not require cause for termination, and lawfully had the Respondent use his outstanding annual leave during his garden leave. The Respondent was paid his end of service entitlements in full within the statutory time limits. The victimisation, discrimination and breach of terms claim hold no substance or prospect of success due to lack of evidence and/or legitimate cause of action. Therefore, the entire Claim fails as there is no legitimate cause of action or even a concise statement of the nature of the claim or the corresponding facts, as required by RDC 17.8(1) and 17.17(1). The Respondent's pleadings are deficient, and so the Wrongful Termination Claim, Victimisation Claim, Discrimination Claim and Breach of Terms Claim should be struck out, and finally the Court is invited to enter immediate judgment for the Unpaid Annual Leave Claim.

The Strike Out Application

9. The Applicant has applied to strike out four of the five sub-claims of the Claim under RDC 4.16(1); the Wrongful Termination Claim, Victimisation Claim, Discrimination Claim and Breach of Terms Claim; each sub-claim will be addressed separately using the same threshold.

10. RDC 4.16(1) provides that a statement of case may be struck out if that statement of case "discloses no reasonable grounds for bringing or defending the claim", and such power must be exercised pursuant to the overriding objective in RDC 1.6. The Applicant pleads that the Wrongful Termination Claim, Victimisation Claim, Discrimination Claim and Breach of Terms Claim should be struck out.

11. The Applicant relies on an abundance of case law to set the threshold. It is the Applicant's position that the Respondent has failed to advance any reasonable grounds or rights to his claims, and so it would be unjustified to allow the case to go to trial; these circumstances require the Court to strike out the claim (DIFC Authority v Al Shaykh [2012] DIFC CFI 001 (12 February 2012) at [4] [348-352], Rada Trading LLC FZC v Wealth Bridge Trading Crude Oil and Refined Products Abroad LLC [2020] DIFC CFI 082 (11 April 2021) at [24][565-570] and Ahmed

(a) Mohamed Abdel Aziz Saleh v Charties Memsa Insurance Company [2011] DIFC CFI 021 (5 July 2012) [212-221].

12. Further, the Applicant seeks that the Court disallow the Respondent to replead its statement of case, as the Claim Form nor the Particulars of Claim advances reasonable heads of claim; permitting a repleading is not appropriate in these circumstances as per Gulf Petrochem FZC LLC v Petrochina International (Middle East) Company Limited [2023] DIFC CFI 048 (23 November 2023) at [100] [289-304]. Further, at the time the Claim Form was filed, the Claim was 4 months into its 6-month statutory limitation period subject to Article 10 of the Employment Law. If, at this stage, the Court's position was that the case ought to be repleaded, the cause of action would already be time barred and the Court would have to proceed on the basis that any new claim had no realistic prospect of success and the claimant would have lost his right to make a claim, as per the precedent set in Abdelsalam v Expresso Telecom Group Limited [2019] DIFC CFI 015 (12 March 2023) at [54] [546-556].

Wrongful Termination Claim

13. The Applicant applies to strike out the Wrongful Termination Claim on the basis that the Particulars of Claim disclose no reasonable grounds.

14. Article 62 of the Employment Law reads:

"(1) An Employer or an Employee may terminate an Employee's employment **without cause** in accordance with this Article.

(2) Subject to Articles 62(3), 62(4), 62(6) and 63, the **written notice required** to be given by an Employer or Employee to terminate the Employee's employment shall not be less than:

i. seven (7) days, if the period of continuous employment of the Employee is less than three (3) months, including any period of Secondment;

ii. **thirty (30) days, if the period of continuous employment of the Employee is in excess of three (3) months but less than five (5) years**, including any period of Secondment;

iii. or ninety (90) days, if the period of continuous employment of the Employee is in excess of five (5) years, including any period of Secondment." [emphasis added]

15. The Applicant highlights that the Respondent, in his Particulars of Claim, fails to identify which part of Article 62 has been breached, as he was given at least 30 days' notice - irrespective of which date the Court accepts that his termination letter was served - and the Applicant was under no obligation to give cause for the termination.

16. In the Respondent's reply to Mr Lee Martin Rogers witness statement dated 16 May 2025, there is reliance placed on Articles 62(3) and (4) to show "mandatory procedural safeguards":

"(3) Article 62(2) shall not prevent an Employer and Employee from agreeing to a longer notice period in an Employment Contract.

(4) An Employer may only make a payment of Wages to an Employee in lieu of all or part of the Employee's notice period pursuant to Article 63(2) or if the Employee agrees to such a payment in an agreement entered into pursuant to Article 11(2)(b)."

17. The Applicant submits that this pleading is misguided. Article 62(3) merely permits longer noticer periods by agreement, and Article 62(4) permits payment in lieu of notice under certain circumstances. The Respondent fails to explain the Applicant's non-compliance with Article 62(3), nor was the Respondent paid in lieu of notice. Therefore, the "procedural safeguard" allegations fail, and so the Respondent should not be permitted to amend his claim to add reliance on these articles.

18. The Respondent rejects that the Wrongful Termination Claim is suitable for strike-out under RDC 4.16. The Respondent contends that he was notified for the first time that he was terminated on 11 November 2024 by email, and that the termination letter was backdated, therefore damaging the Applicant's credibility. Additionally, the Respondent submits that Article 62(3) mandates that written reasons be given "at the time" of termination and Article 62(4) requires prior consultation - neither obligation was met by the Applicant.

19. Finally, as the Respondent was effectively forcibly removed from the company and stripped of access to his work emails, CRM data and performance reports, the claim must proceed to a Case Management Conference so that the Respondent can file a production request under RDC 28 to resolve the issue properly. Summary disposal would be procedurally unfair in circumstances where the Respondent has not had the opportunity to access evidence he is entitled to.

20. In DIFC Employment Law, there is no concept of `wrongful termination', only termination with and without cause.

21. The Respondents submissions regarding Article 62(3) and 62(4) are baffling at best, as the statute appears to have been entirely misquoted. There is no obligation under Article 62 for an employer to give reasons for termination at the time the employee is notified, nor is there a requirement for consultation on the matter, as Article 62 permits termination **without cause**. Provided that the employee is given the statutory minimum notice, an employer is within its right to omit giving a cause for termination. Additionally, the Respondent was not paid in lieu of his notice, and so Article 62(4) was never engaged in these circumstances. I cannot see any evidence from the Respondent that the Applicant acted contrary to this provision.

22. Further, the Respondent's pleading on Article 62(3) - which was absent in his Particulars of Claim, but forms part of the reasons for the Application - is defeated by the Respondent's inconsistency. At paragraph 32 of the Particulars of Claim, the Respondent admits that on 23 October 2024 during the meeting with HR and Senior Management he was notified that he "would be placed on immediate garden leave with the forfeiture of all accrued but untaken vacation days". In paragraph 33, the Respondent submits that during the HR meeting on the 25 October 2024 he was given an Acceptance of Resignation letter and a Settlement Agreement, and that his work-issued computer and mobile phone were confiscated. The Respondent denies tendering his resignation and purports that the meeting was not a "termination discussion", and later in paragraphs 33-34 of his Skeleton Argument the Respondent denies being notified of his termination until receiving a backdated termination letter on the 11 November 2024.

23. In my view, the Respondent's position is nonsensical. By the 25 October 2024 meeting, the Respondent was already on garden leave, which he recognises. At clause 21.1 of the Employment Contract, it states that:

(a) "Following service of notice to terminate the Employment by either party the Branch may by written notice place the Employee on garden leave"

(b) The termination letter dated 25 October 2024 reflects the same. Even if the Respondent's case is taken at the highest level that it could be pleaded, and that the official termination letter was not served until 11 November 2024, the Acknowledgement of Resignation reads:

(c) ".you should serve a notice period of three (3) month, which set your **termination** date to January 24, 2025."

(d) ".your contractual and statutory entitlement, which will be paid to you within 14 days after the **termination** of your employment." [emphasis added]

(e) The Settlement Agreement repeats that the Respondent was terminated throughout the document, though the following is not intended as an exhaustive list of examples:

(f) "I am writing to confirm.the **termination** of your employment."

(g) "the purpose of this letter is to set out and confirm the terms and conditions of the **termination**."

(h) "your employment with the Bank shall **terminate** on 24 January 2025." [emphasis added].

24. I cannot see any coherent or consistent submissions to support the Respondent's denial that he was notified of the termination of his employment on 25 October 2024. In either scenario - that the termination letter was served on the 25 October 2024 alongside the Acknowledgement of Resignation and Settlement Agreement, or that a back-dated termination letter was improperly served on 11 November 2024, the outcome remains the same. The Respondent was effectively terminated on 25 October 2024, with notice across at least two different documents that the Respondent acknowledges to have received at the appropriate time and placed on garden leave which could only be done after termination. Neither route falls in his favour at a surface level reading. Therefore, in my judgment, the 90 days' notice period pursuant to clause 20.1 of the Employment Contract was adhered to, there are no grounds to show that document production under Part 28 would assist in changing this, and so the Respondent's claim relating to Article 62(3) has no real prospect of success.

25. In my assessment, I concur with the Applicant that this claim fails at the first hurdle as there is no concept of Wrongful Termination in DIFC Employment Law and so there is no legitimate cause of action, nor was the Respondent able to identify which provision in Article 62 was offended. Nonetheless, even if the Court accepted that this submission was incorrectly categorised and there was a foundation of a cause of action, the Respondent's inconsistency and incorrect reliance on irrelevant provisions in the DIFC Employment Law concludes that this case remains hopeless. I remain unconvinced that any application from the Respondent for Part 28 document would generate the potential to enlighten to assist in the discovery of a pursuable cause of action. For these reasons, the Applicants have satisfied the condition under RDC 4.16 for this claim to be struck out.

Victimisation Claim

26. The Applicant applies to strike out the Victimisation Claim on the basis of no reasonable grounds. Article 60(2) of the Employment Law dictates that victimisation is categorised as a detriment or dismissal regarding a protected act, which are:

(a) Bringing a claim of discrimination

(b) Giving evidence connected to a discrimination claim

(c) Doing any other thing for the purposes of or in connection with a discrimination claim

(d) Alleging that an employer or other person has contravened Part 9 of the Employment Law.

27. The Applicant submits that the Victimisation Claim is deficient as the Respondent fails to plead a protected act, or a casual connection to a protected act, nor does the Respondent represent any ability to articulate an arguable claim on which the Court can consider. Therefore, the Court should strike out the Victimisation Claim as it appears in the Particulars of Claim in paragraphs 15, 23, 37, 54, 60 and 74. Further, any amendment should not be permitted as the alleged protected act occurred after the alleged detriments, being 2 weeks after the Applicant allegedly dismissed the Respondent on the 25 October 2024 (which the Applicant denies).

28. The Victimisation Claim, as represented in the Particulars of Claim, constitutes allegations of harassment, exclusion and withholding fair compensation in a hostile work environment. The Respondent relies on anecdotal evidence from other unnamed employees to show that there is a "deliberate strategy to isolate and marginalise employees" which resulted in an attempt to coerce the Respondent into accepting a premeditated settlement upon being forced into a meeting to sign a resignation letter, when he had no intention to resign. The Respondent also submits that the Applicant's deliberate evasion of giving a reason for his termination and putting the Respondent in a position where he had "no alternative" but to accept the Settlement Agreement (paragraph 37 of the Particulars of Claim) amounts to victimisation.

29. Lastly on this claim, the Respondent submits that his wrongful termination was an outright violation of statutory protections which calls for immediate legal intervention in a clear-cut case of victimisation.

30. In my view, the Victimisation Claim is to be struck out.

31. I concede with the Applicant that the Respondent has failed in his Particulars of Claim, and in subsequent statements of case, to identify which provision under Article 60 of the Employment Law he submits his claim under, or even which provision the Applicant acted contrary to. Instead, there are vague and unsupported allegations dotted throughout the Particulars of Claim, directly linking to a cause of action that does not exist under DIFC Employment Law, or to an issue that contradicts the Respondent's position that he did not accept signing the `Acknowledgment of Resignation' or `Settlement Agreement'.

32. In the Respondent's Skeleton Argument in paragraph 14, the Respondent states unambiguously that that neither document was signed and that he never tendered a resignation. In paragraph 37 of the Particulars of Claim, part of the Victimisation Claim rests on reliance that the Respondent was all but forced to accept the Settlement Agreement, which the Respondent categorises as extinguishing his rightful claims under the Employment Law. As stated in relation to the Wrongful Termination Claim, the Applicant was within its legal right to omit giving a reason for the Respondent's termination. Nonetheless, in my view, the Respondent's inconsistency shows that there is a flimsy foundation for this claim that would easily independently fail if progressed to a full hearing, even if entirely separated from his termination.

33. The Victimisation Claim is struck out on the basis that there are no reasonable grounds for bringing this claim nor would it be justified to do so under RDC 1.6.

Discrimination Claim

34. The Applicant applies to strike out the Discrimination Claim on the basis that the discriminatory actions pleaded cannot be proved.

35. Article 59 of the Employment Law dictates that:

"(1) An Employer must not discriminate against an Employee regarding employment or any term or condition of employment on the grounds of the Employee's:

i. sex;

ii. marital status;

iii. race;

iv. nationality;

v. age;

vi. pregnancy and maternity;

vii. religion; or

viii. mental or physical disability.

(2) Discrimination for the purposes of Article 59(1) means where:

ix. an Employee is treated less favourably than another is or would be treated in the same circumstances, or put at a disadvantage not faced by others, because of a prohibited ground in Article 59(1);

x. a provision, criterion or practice is applied to an Employee which is discriminatory in relation to one (1) of the grounds in Article 59(1);

xi. an Employer engages in unwanted treatment or conduct related to one (1) of the prohibited grounds which has the purpose or effect of creating an intimidating, hostile, degrading, humiliating or offensive workplace for an Employee or violates an Employee's dignity;

xii. or Article 59(8)(b) or (d) applies."

36. It is the Applicant's position that the Respondent has failed to establish a causation connection between an act of the Applicant or its representatives, and a contravention of Article 59(1) or (2). The Applicant relies on the precedent set in Mahmood v Standard Chartered Bank DIFC [2021] DIFC CFI 044 (1 October 2024) at [35]-[43][467-545] and Negrete v Nazli [2024] DIFC SCT 459 (23 June 2025) at [14(d)] [557-564] to demonstrate that the Respondent is under obligation to show that he suffered a greater detriment than what would have been suffered by a comparator who did not possess the protected characteristic because or on the grounds of said protected characteristic.

37. The Applicant submits that the Particulars of Claim are deficient on this thread as the Respondent fails to identify exactly which provision under Article 59 has been offended, and how, nor does he demonstrate an ability to be able to articulate a full claim under Article 59, to the point that the Applicant is not able to submit a thorough defence as it does not know what it is defending against. This deficiency makes this claim suitable to be struck out.

38. The Respondent makes several allegations of discrimination in his Particulars of Claim, however, there is no clear narrative that explains how any of the alleged breaches directly linked to an offence against a protected characteristic of the Respondent himself.

39. At paragraphs 20 and 23 of the Particulars of Claim, the Respondent pleads that his authority in the company was eroded, resulting in "professional marginalisation" and pressuring employees to fabricate negative feedback about the Respondent's performance. He alleges that this created a hostile, degrading and intimidating workplace environment, in breach of Article 59(2)(a) of the Employment Law. In my view, this does not amount to a claim that has the potential to succeed as the Respondent failed to identify which category under Article 59(1) was engaged for Article 59(2)(a) to be offended. If the Court gives leniency on this, based on the description in the pleading I can reasonably assume that the offended ground is the Respondent's authority. However, this is not a protected characteristic under Article 59(1).

40. At paragraph 24, the Respondent cites incidences of alleged personal harassment. The first is what is described as a racially charged comment from the employer's CEO against the Paris Branch General Manager, who was labelled as "brown". The Respondent submits that he took offence as the Paris Branch General Manager shares the same North African Ethnicity as the Respondent. While race and nationality are protected characteristics under Article 59(1), the pleading does not describe a racist or xenophobic remark *against the Respondent*; a person cannot claim compensation for discrimination directed at someone else. Additionally, the Respondent give detail regarding how that remark constitutes discrimination in the circumstances described.

41. Second, in paragraph 24, the Respondent reports that the CEO made homophobic remarks about the country of Greece after the Respondent announced his travel plans to visit there. Again, in my judgment, this complaint does not carry weight under DIFC Employment Law. The Respondent failed to identify which ground under Article 59(1) was offended and failed to explain how this remark affected him personally.

42. Finally, the Respondent submits that the CEO made a sexually inappropriate comment by referring to her own operation during a work-related video call. Again, this complaint fails. The CEO's reference to her own operation is not pleaded to have offended any protected characteristic in Article 59(1) for the purpose of discrimination under Article 59(2).

43. According to DIFC Employment Law, any incidences of discrimination must first directly relate to a protected characteristic, which the Respondent repeatedly fails to demonstrate. I also find that these incidents do not directly relate to the Respondent at all in the way that they are pleaded but are instead used to establish a wider environmental issue in the company in which the Respondent was not happy. This is not enough to plead a claim for discrimination. Article 59(1) unambiguously states:

"An Employer must not discriminate **against** an Employee."

The Respondent did not make any submission to show that the listed incidences constitutes discrimination *against* him. Therefore, I concur with the Applicant that there is a damaging deficiency in the Discrimination Claim, and so it is struck out.

Breach of Terms Claim

44. The Applicant applies to strike out the Breach of Terms Claim at paragraphs 74(a) and (c) of the Particulars of Claim.

45. The Respondent pleads, in general terms, that the Applicant's conduct in presenting a pre- signed "Acknowledgment of Resignation", withholding accrued leave pay and publicly asserting poor performance has objectively destroyed the employment relationship, thereby breaching the "implied duty" on which resolution relies on disclosure and oral evidence which demands the claim goes to trial.

46. The Applicant highlights that this alleged breach is only vaguely alluded to in the summary quantification of the Particulars of Claim but not fully pleaded elsewhere, nor is there enough evidence provided that would mean the Respondent is capable of making a full pleading if given the opportunity to amend his Particulars of Claim, which the Applicant opposes. Additionally, the Applicant relies on Hana Al Herz v DIFCA [2013] DIFC CA 004 (27 November 2014) at [114]-[118][436-452] as precedent to show that implies terms of trust and confidence cannot be relied upon in the context of employment cases in the DIFC.

47. I concur with the Applicant. Not only is there a severe lack of a viable claim under this heading, as established I cannot identify any statutory breach of the Employment Law that could be proven by the Respondent in relation to his termination. Wrongful Termination does not exist in DIFC Employment Law. The Applicant was within its legal right to terminate the Respondent's employment without cause and require the Respondent to use his untaken annual leave during his garden leave. Therefore, even if there was some semblance of a substantive claim pleaded here, it would have no real prospect of success. Therefore, the Breach of Terms Claim is struck out.

Immediate Judgment Application - Unpaid Annual Leave

48. The Applicant applies for an order of immediate judgment against the Unpaid Annual Leave claim only.

49. RDC Part 24 permits the issue of an immediate judgment on part of the whole of a claim if the claimant has no real prospect of succeeding on the claim or issue, and there is no other compelling reason why the claim or issue should be disposed of at trial. An application for immediate judgment may be based on a point of law, the evidence or lack thereof, or a combination of both.

50. The Applicant relies on the precedent set in IGPL General Trading LLC v Hortin Holdings Limited [2021] DIFC CFI (22 August 2021) at [21][278-288] and Nancy v Narcissa [2023] DIFC CFI 098 (8 July 2024) at [39(g)][333-346] to set a guideline for the threshold, being that the Respondent must show that he has a realistic rather than fanciful prospect of success that carries some degree of conviction, and if the Court is satisfied that it has all the evidence necessary for a determination of the issues or Claim, then it should "grasp the nettle" and decide the point. It is the Applicant's position that the lack of real cause of action and unsubstantiated point make the Unpaid Annual Leave Claim suitable for immediate judgment.

51. The basis of applying for an immediate judgment in respect of the Unpaid Annual Leave Claim pursuant to RDC 24.1 is that the Applicant was within its legal right to require the Respondent to take accrued but unused annual leave during his Garden Leave.

52. The Applicant relies on Article 29(2) of the Employment Law and Clauses 21.1 and 21.2(d) of the Employment Contract, which respectively read:

> "Dates of Vacation Leave
>
> 1. .
>
> 2. The Employer may require an Employee to take Vacation Leave on specified days in the current Vacation Leave Year by giving at least seven (7) days prior written notice to the Employee."
>
> "21. GARDEN LEAVE
>
> 21.1 Following service of notice to terminate the Employment by either party the Branch may by written notice place the Employee on garden leave for the whole or part of the remaining of the Employment (the **Garden Leave**)
>
> 21.2 During any period of Garden Leave
>
> .
>
> 21.6 The Branch may, at its absolute discretion, require the Employee to take any accrued untaken annual leave"

53. The Applicant's position is, therefore, that the company has a statutory right to require the Respondent to use his annual leave during garden leave, that the Respondent agreed to do so upon signing the Employment Contract on 19 December 2021, and was notified that the statutory right and relevant clause would be enforced by letter on 11 December 2024, which was well before the 7 day required notice. This matter is not capable of dispute and so is suitable for immediate judgment.

54. The Respondent argues that the timing of annual leave must be agreed between the parties, and the present dispute as to whether garden leave can be `re-labelled' is a live legal question that cannot be resolved summarily.

55. It is clear that the Applicant is correct on this matter. Article 29(2) of the Employment Law gives an unambiguous right to an employer to require an employee to take annual leave on certain days given that the employee has a minimum of 7 days' notice. It is not disputed that the Respondent received such notice on 11 December 2024, exceeding the 7-day notice requirement as the last working day was 24 January 2025,

which is also agreed between the parties. Additionally, pursuant to the Employment Contract, the Applicant retained unilateral and absolute discretion to enforce its statutory right. By signing the Employment Contract, the Applicant explicitly agreed for the Applicant to exercise its discretion in this manner at will. I reject the claim that the garden leave was `re-labelled', as it is clear on the fact that the garden leave absorbed the outstanding annual leave days. No claim or submission by the Respondent could reasonably defeat this defence.

56. This claim has no reasonable prospect of success, nor is there any other compelling reason to allow this claim to be pursued or amended, as it is hopeless. Therefore, I pass immediate judgment to dismiss the Unpaid Annual Leave Claim.

Conclusion

57. In my judgment, the Respondent has failed to plead a substantial claim under any of the core heads in his Particulars of Claim. The first two heads - Wrongful Termination and Unpaid Annual Leave - do not amount to real causes of action as the conduct pleaded by the Respondent is entirely lawful, in accordance with how these claims were pleaded. I cannot identify anything in the evidence, even when taking the Respondent's case at its highest, that would give these claims a foundation for a real prospect of success if they ere to proceed further.

58. The Discrimination, Victimisation and Breach of Terms claims are unsubstantiated and/or irrelevant to the Respondent himself. The claims therein either do not link to the allegedly offended statute or are too vague to amount to claims brought on reasonable grounds or full causes of action.

59. The Applicant has sufficiently shown that the requirements for an immediate judgment pursuant to RDC Part 24 are satisfied to pass such judgment on the Unpaid Annual Leave Claim as has no real prospect of succeeding on the claim or issue, and there is no other compelling reason why the claim or issue should be disposed of at trial, since the Applicant was clearly within its legal right to require the Respondent to take his annual leave during his garden leave.

60. On the remaining four heads of claim, I am satisfied that the Applicant has sufficiently shown that all four can be struck out pursuant to RDC 4.16, with the appropriate adherence to RDC 1.6, as none of those claims amount to a cause of action or reasonable ground to be brought as a claim.

61. The Particulars of Claim do not demonstrate any substantive claims that could survive being struck out or submitted for immediate judgment. The Respondent has also failed to apply to amend his Particulars of Claim or draft an amendment for the Court to review or rely on in order to determine whether there is any potential in his claims despite the gaps in the Respondent's pleadings. Therefore, there are no grounds that would give reason for permitting amendment to fully develop the claims. Hence, the Application is granted.

62. To assess costs, both parties are ordered to file submissions on costs based on the Applicant's sought costs in its Statement of Costs dated 11 August 2025 on the Court file. Submissions will be limited to 3 pages. The Applicant shall file its submissions within 5 working days from the date of issue of this Order, and the Respondent shall file its response 5 working days thereafter.