

In the name of
His Highness Sheikh Mohamed bin Zayed Al Nahyan
President of the United Arab Emirates/ Ruler of the Emirate of Abu Dhabi

**COURT OF FIRST INSTANCE
EMPLOYMENT
BETWEEN**

MALVERN TARIRAI TAKAWIRA
Claimant

and

PLUS CAPITAL LIMITED
Defendant

JUDGMENT OF JUSTICE WILLIAM STONE SBS KC



Neutral Citation:	[2026] ADGMCFI 0019
Before:	Justice William Stone SBS KC
Decision Date:	23 June 2026
Decision:	<ol style="list-style-type: none"> 1. The Claim be dismissed. 2. The Claimant shall pay the Defendant's costs of and occasioned by the proceedings, such costs to be summarily assessed on the standard basis if not agreed. If such costs are not agreed between the parties, paragraphs 2 and 3 shall apply. 3. By 4.00 pm on [14 days from the date of this Order], the Defendant shall file and serve its costs submissions, which shall include a statement of costs in the form set out at Annexure 2 of ADGM Courts Practice Direction 9 (the "Costs Submissions"). 4. By 4.00 pm on [14 days from the date in para 3(a) above], the Claimant shall file and serve its response to the Costs Submissions. 5. Liberty to apply.
Hearing Date:	11 June 2026
Date of Order:	23 June 2026
Catchwords:	Constructive dismissal and the ADGM employment statutory framework. Repudiatory breach of employment agreement. Termination for cause. Whether employer conduct justified resignation. Redundancy distinguished from dismissal. Variation of employment duties without change to employment terms. Discrimination, victimisation and harassment. Employer's general duties to their employees. Employer's health and safety duties. Work-related injury and illness.
Legislation Cited:	ADGM Employment Regulations 2024
Cases Cited:	<i>Western Excavating (ECC) Ltd v Sharp [1978] ICR 221</i>
Case Number:	ADGMCFI-2025-413
Parties and Representation:	<p>Claimant</p> <p>Self-Represented</p> <p>Defendant</p> <p>Dr Saif Mahmoud, Law Firm of CMI & Co.</p>

JUDGMENT

This Case

1. This is an employment dispute.
2. The Claimant, Mr Takawira, was employed by the Defendant, Plus Capital Limited (the “**Company**”), as Compliance Officer and Money Laundering Reporting Officer (“**MLRO**”) pursuant to a written contract of employment dated 7 October 2024 at a monthly salary of AED 29,000.
3. Mr Takawira tendered his resignation from this employment on 4 November 2025 and identified 30 November 2025 as his final working day (the “**4 November Resignation Email**”). This resignation was accepted by the Company on 17 November 2025. Mr Takawira was paid all sums due to him up to 30 November 2025, a payment amounting to AED 47,894.85 in final settlement, and was issued with a certificate of service, together with cancellation of his employment residence visa.
4. Upon his departure from the Company, Mr Takawira immediately left for alternative employment, for which the Company had provided a reference.
5. On 19 November 2025, Mr Takawira filed his Claim the subject of this Judgment. He alleges constructive dismissal and breach of a variety of regulatory and contractual provisions, and mounts five heads of claim, the cumulative sum so claimed being in or around AED 1.97 million, a figure which might strike the objective observer as being on the high side for a non-directorial administrative employee in receipt of AED 29,000 in monthly salary.
6. He also seeks declaratory relief that the Company breached the employment contract and the ADGM Employment Regulations 2024 (the “**Employment Regulations**”) in addition to the presumed duty of mutual trust and confidentiality under English common law.
7. The Company resists this action root and branch. It denies the various allegations made by Mr Takawira and submits that this Claim should be dismissed with costs.

The Evidence

8. In addition to the documentary evidence assembled in the trial bundle – and none of the documents advanced in this case are in dispute – two witnesses of fact gave evidence in this case: Mr Takawira himself, who is self-represented, and Mr Ankit Surana, a Director of the Company, who was authorised to give evidence on the Company’s behalf.
9. Mr Surana, whose evidence I accept, was directly involved in Mr Takawira’s employment with the Company, and for the most part his evidence came from first-hand knowledge of the events which transpired. Where there is conflict between his evidence and that of Mr Takawira, whose case as formulated did not impress, I am inclined to prefer Mr Surana’s version of events, albeit much of the evidence in this case is documentary and speaks for itself.

Relevant Facts

10. Few of the relevant facts in this case are in dispute, and few findings of fact are required.
11. The Company is, or at least was, a financial institution regulated by the ADGM Financial Services Regulatory Authority (“**FSRA**”).
12. Mr Takawira initially was employed in October 2024 as a Compliance Officer and MLRO, and on 28 November 2024, shortly after joining the Company’s employ, he was assigned the additional internal titles of Risk Officer and Data Protection Officer. The evidence is that these additional titles did not give rise to any change to his remuneration, working hours or written contract, nor did Mr Takawira object or seek any corresponding change to his terms of employment.
13. For reasons which have not been explained, and which in any event are of little relevance apart from historical fact, the shareholders in the Company decided to change the business model of the Company, and to that end from early September 2025 executive management had engaged with the FRSA for the voluntary withdrawal of the Company’s Financial Services Permission (“**FSP**”).
14. This cannot have come as a bolt from the blue to Mr Takawira, who admitted in evidence that he was aware that this corporate status change was in the works: this is unsurprising given that Mr Takawira was copied in on internal email correspondence which sought to keep informed employees likely to be impacted by this change.
15. Accordingly, any contention that this matter *first* was brought to Mr Takawira’s attention by an internally circulated email of 28 October 2025 plainly is incorrect.
16. On the documents it is clear, and I so find, that Mr Takawira had known about the existence of the FSP withdrawal process from September 2025 onwards: for example, an internal email dated 10 October 2025 from Mr Surana copied to colleagues within the Company, including Mr Takawira, specifically related to “*Withdrawal of Approved Person Status*”, whilst the content of earlier internal emails suggest that he must have known what was in the works in September 2025. In fact, one earlier email from Mr Surana, dated 4 September 2025, was copied to “*malvern@pluscapitaltd.com*” (Mr Takawira’s company email address) and formally notified recipients that the Company’s shareholders and Board had resolved to apply, subject to FSRA’s approval, for withdrawal of its FSP (FSP No 210007).
17. Mr Surana also gave evidence, which I accept, that Mr Takawira had approached him in early October 2025 and had informed him that he had secured alternative employment, with a tentative start date of 1 December 2025, and had requested an early release from the notice obligations under his contract with the Company, so that it seems fairly clear that Mr Takawira had seen the way the wind was blowing and by that date had decided to act accordingly.



18. It is also undisputed that on 13 October 2025 a reference request from a company known as Experian was received on the Company's email, and on 18 October 2025 a further reference request was received on Mr Surana's personal email from an entity known as Exness: the evidence is that the Company provided both references.
19. The actual FRSA approval of the Company's FSP withdrawal request was granted on 27 October 2025.
20. This fact was internally communicated "*in house*" by an email circulated on the evening of 28 October 2025 – the much-referenced "*28 October email*" broadly addressed to "*Dear Team*" – notifying the Company's staff, including Mr Takawira, of this regulatory approval of the cancellation of the Company's FSP (the "**28 October Email**"). This meant, as the email announced, "*that the Company is no longer authorised to undertake any regulated activities within the Abu Dhabi Global Market*", and further stated that following this regulatory change, the Company was now to focus on formulating a new business plan and exploring viable non-regulated opportunities, and that "*the approved regulatory positions (such as Compliance Officer, MLRO and other FSRA-approved roles) have now been revoked and are no longer required in the company's current structure*".
21. Notably, however, what this 28 October Email did *not* do was to terminate any individual's employment with the Company nor vary any individual's contractual terms, it being expressly stated that other roles might continue, or be adjusted or redefined, and that employees would be individually informed of how these developments impacted on their positions, and offered options to those wishing to pursue alternative opportunities with a commitment to settle all final dues. The email concluded by stating that "*For any positions that become redundant as a result of this regulatory change, the company will follow ADGM Employment Regulations and the respective employment contracts when concluding employment*" and announced that individual meetings were to be scheduled with employees "*to discuss specific role impacts and available options, if any*".
22. The Company submits, in my view correctly, that nothing in the 28 October Email contained information that was unexpected or new to Mr Takawira, nor was it targeted specifically at Mr Takawira, who was but one of the team to whom this email had been directed.
23. In response Mr Takawira raised a formal grievance by email dated 31 October 2025 (the "**31 October Grievance Email**"), wherein he stated that the recent communications about the Company's FSP cancellation had had an effect on his welfare, and that the reference to "*revoked positions*" and "*future options*" had "*caused significant personal distress and uncertainty regarding my personal and professional standing*". In this email he reminded the Company of its statutory obligations under Section 37(1) of the Employment Regulations to ensure the health, safety and welfare of all employees.
24. The Company responded on 3 November 2025 (the "**3 November Email**"), in a lengthy and (in context of the matters currently at issue) a significant email signed by Mr Surana in which it was emphasised that no termination had occurred and that "*Your employment contract ... remains in force and continues to govern our relationship*" that "*No adverse*



employment action has been taken against you". Mr Surana stated that the Company remained fully committed to maintaining the health, welfare and safety of all employees in accordance with Employment Regulations, and also stated that the Company continued to assess its post-cancellation business direction and corresponding manpower needs in an orderly and transparent way, that the 28 October Email was an internal regulatory update issued *"for information and transparency"* following the FSRA confirmation, and that *"it was intended to keep all staff aware of the regulatory position and to allow anyone who may not wish to continue with the firm the opportunity to plan accordingly"*.

25. In the 3 November Email, the Company also noted that Mr Takawira's role was to be considered in the overall context of the ongoing business review, and specifically Mr Takawira was asked to confirm in writing if he had accepted a position with Exness, which clearly referred to the earlier exchange he had had with Mr Surana and the reference the Company had been asked to provide relating to Mr Takawira. This email concludes that as part of the review into the grievance Mr Takawira had expressed in his 31 October Grievance Email, that it had been intended to schedule a one-to-one session at the office *"to discuss your ongoing obligations and responsibilities following the FSP cancellation"*, but that as Mr Takawira then was on leave *"this written response is being provided instead and your grievance is accordingly considered addressed"*.
26. On 4 November 2025, Mr Takawira sent what he termed an *"escalation email"* (the **"4 November Escalation Email"**) to Mr Surana, wherein he referenced his 31 October Grievance Email and the Company's reply of 3 November. He stated in terms that he now wished *"formally to escalate this matter as a grievance of breach of contract, compromise of employee mental health and victimisation under Part 1, Part 7 and Part 9 of the ADGM Employment Regulations 2024, specifically Regulations 37, 53 and 54"*. He said that the announcement that his role had been revoked and no longer required constituted *"a significant change to my employment and terms of service"* and that the Company *"was supposed to notify me of the intended changes in writing and amend my contract of employment and seek my written consent before unilaterally deciding and publishing the revocation of my role"*. Mr Takawira expressed the view that *"As a senior employee, I believe my dignity was violated, including being humiliated through internal broadcast of the revocation of my role and being pressured to resign following the cancellation of the company's FSP"* and concluded that *"I believe the company has intentionally created a hostile environment not conducive for continuation of employment and it is imperative we part ways"*.
27. This 4 November Escalation Email was sent at 12.04 pm and three minutes later, at 12.07 pm on 4 November 2025, Mr Takawira sent the 4 November Resignation Email, formally tendering his resignation with effect from 30 November 2025. The 4 November Resignation Email, addressed to Mr Surana, is noteworthy, since in structure it prefaces some of the elements which shortly were to be alleged in his Claim which was filed two weeks later. In the 4 November Resignation Email, Mr Takawira stated in terms that he had *"experienced treatment that I believe constitutes a breach of my employment contract, violation of my dignity, and victimisation, contrary to Part 1, Part 7 and Part 9 of the ADGM Employment Regulations 2024 ... I consider that the company's conduct amounts to a fundamental*

breach of employment regulations and the implied duty of mutual trust and confidence, leaving me with no option but to resign”.

28. The timing and content of these emails strongly suggests the presence of a pre-determined strategy on the part of Mr Takawira. Having already secured alternative employment, it is tolerably clear that he already had his eye fixed on mounting a claim against the Company and was preparing the ground in email correspondence.
29. This resignation formally was accepted by the Company on 17 November 2025, and the Company paid Mr Takawira the outstanding sum due to him in full to 30 November 2025. The sum of AED 47,894.85 comprised AED 29,000 in salary up to 30 November 2025, AED 13,815.12 as gratuity, AED 6,223.84 in leave encashment, with a deduction of AED 1,144.11 as contractual sick leave adjustment.
30. Although he received payment up until 30 November 2025, following completion of the handover by Mr Takawira on 21 November 2025, Mr Takawira was informed that his office attendance was not required for the remainder of the notice period, and that any attendance would be by prior arrangement.
31. The foregoing represents the factual backdrop to Mr Takawira’s claim as issued, to the constituent elements of which I now turn.

The Claim

32. Mr Takawira’s case is based on the primary contention that his claim is one for constructive dismissal based upon the Company’s conduct. He seeks a finding from the Court that he was constructively dismissed from his employment and the compensation as set out in his pleaded Claim: in total he relies upon five separate heads of compensation, which are individually considered at paragraphs 53 to 78 below.
33. “*Constructive dismissal*” is a common law concept, which in English law has been superseded by a statutory framework contained in the Employment Rights Act 1996 s. 95(1)(c); in like vein Dr Mahmood, appearing in this case for the Company, submits that the Employment Regulations provide the relevant statutory framework in this jurisdiction, citing Section 57(1) and (2) of the Employment Regulations. I am inclined to agree.
34. However, since Mr Takawira, who is self-represented, puts his liability case squarely as a claim for common law constructive dismissal, I think it appropriate to deal with his argument as mounted at the trial of this action.
35. In this context, Mr Takawira references (but does not produce) the 1978 case of *Western Excavating (ECC) Ltd v Sharp [1978] ICR 221*, a case in which the English Court of Appeal (Denning MR, Lawton and Eveleigh LJ) reversed an Employment Tribunal decision and held that Mr Sharp had not been constructively dismissed.
36. The facts of this *Western Excavating* are not complex. Mr Sharp worked for the Company and one of the terms of his contract was that if he worked extra time, he could have time

off in lieu. He took an afternoon off work which led to his dismissal. He appealed to the Company, and was reinstated but with a 5 day suspension in place. Without these five days' pay he was in financial difficulty, and attempted to persuade his employer to pay his accrued holiday pay in advance; when this was refused, he asked for a loan of 40 pounds. This in turn was refused and Mr Sharp resigned, and complained for constructive unfair dismissal before the Employment Tribunal, which found that he had been constructively dismissed. However, on appeal, the Court of Appeal took a different view and reversed the Tribunal decision.

37. In giving Judgment, Lord Denning made a number of general observations, and in particular stated *“If the employer is guilty of conduct which is a significant breach going to the root of the contract of employment, or which shows that the employer no longer intends to be bound by one or more of the essential terms of the contract, then the employee is entitled to treat himself as discharged from any further performance. If he does so, then he terminates the contract by reason of the employer’s conduct.”*
38. It followed from this judgment that for the establishment of constructive dismissal, four main elements required to be satisfied:
- a. a repudiatory breach on the part of the employer which must be sufficiently serious to justify the employee resigning;
 - b. an election by the employee to accept the breach and treat the contract as at an end;
 - c. the employee must resign in response to the breach; and
 - d. the employee must not delay in accepting the breach, as it remains open for the innocent party to waive the breach and treat the contract as continuing, subject to any damages claim.
39. Within the ADGM jurisdiction, Section 57 of the Employment Regulations, under the heading *“Termination for Cause”*, provides thus:
- “(1) An Employer or an Employee may terminate the Employee’s employment with immediate effect for cause due to the other party’s conduct in circumstances where a reasonable Employer or Employee would consider termination with immediate effect for cause to be warranted.*
- (2) Where an Employee terminates the employment for cause in accordance with subsection (1), the Employee shall be entitled to receive a sum equal to the wages or other benefits which the Employee would have received during their notice period.”*
40. The point has not been argued, but it seems to me that the statutory language employed in Section 57(1) of the Employment Regulations is intended to embrace the like considerations regarding constructive dismissal as were established under English

common law, and that analysis of this case under either regime will yield a similar conclusion.

41. Reverting to Mr Takawira’s case, I am unable to discern within those facts the elements necessary to establish his case on constructive dismissal.
42. I find difficulty in equating the policy decision by owners of the Company to change course and to give up their regulatory licence with the FRSA with a repudiatory breach by the Company of Mr Takawira’s employment contract, notwithstanding Mr Takawira’s insistence, in closing submission, that this was a “*self-induced contractual frustration*” on the part of the Company. True it is that removal of the FSP licence objectively impacted upon his position, but Mr Takawira remained employed by the Company, and his employment was not terminated, and there is no evidence that at the time of his resignation the Company, which then was considering alternative business models, actively was considering terminating Mr Takawira’s employment.
43. Whilst his position as Compliance Officer was indeed a casualty of the Board decision to apply to withdraw the relevant FSP, in no sense was this a course of action *personally* aimed at Mr Takawira *qua* employee: the essence of the adverse unfair behaviour on the part of the employer which qualifies for the epithet “*constructive dismissal*” (or as a circumstance warranting termination with immediate effect under Section 57) is the creation of, for example, an intolerable work environment or unreasonable contract changes designed to stimulate the resignation of a particular employee, and I am wholly unable to discern any element of this type of behaviour in this case.
44. To the contrary. After the FSRA had granted the Company’s FSP withdrawal application, the contemporary internal email correspondence makes it clear that the Company had *not* set out to cancel Mr Takawira’s employment nor to cause his resignation, but that employment positions predicated upon servicing a specific business activity requiring regulatory licence were no longer needed because the owners of the Company had taken a policy decision no longer to pursue that regulated activity.
45. This strikes me as far removed from the doctrine of constructive dismissal in the accepted sense, in which the employer has indulged in unfair and often venal behaviour in the creation of adverse working positions, thereby forcing resignation of a specified employee; in the present case, if and in so far as any particular positions were to be lost, a more accurate analysis would be that of redundancy consequent upon corporate reorganisation.
46. In Mr Takawira’s case, the evidence demonstrates that prior to the FRSA approval of the Company’s withdrawal application, he had clearly seen the way the wind was blowing and had taken what turned out to be successful steps to work elsewhere, ironically aided by the assistance of the Company in the furnishing of appropriate references.
47. The chronology of events, and in particular Mr Takawira’s approach to Mr Surana in early October 2025 to the effect that he had secured alternative employment with a tentative commencement date of 1 December 2025 – evidence which I accept – rather gives the lie

to his submission that his resignation resulted from the Company's breach of his employment contract, and which on the logic of his case presumably would be the date on which the FSRA in fact had granted the Company the permission it sought, namely 27 October 2025.

48. After considering all the circumstances before the Court, I am satisfied that Mr Takawira fails in his case on constructive dismissal, and that the Company's conduct did not constitute a repudiatory breach of his employment contract leaving Mr Takawira with no reasonable option but to resign, or that in the circumstances his resignation was forced – to the contrary, he clearly decided to accept alternative employment early in September, and had confirmed such employment with the assistance of the Company's reference.
49. I am further satisfied that, if he had chosen to bring his case on the alternative basis of Section 57(1) of the Employment Regulations, which Dr Mahmood insists now properly governs the position in lieu of any consideration of the common law, for the same or similar reasons Mr Takawira would fail to get home on this basis also in that a reasonable employee would *not* consider termination for cause with immediate effect to be warranted.

Heads of Damages

50. The damages claim that Mr Takawira advances for the consideration of the Court encompassed not only the primary submission relating to constructive dismissal, but also breach by the Company of specific Employment Regulations.
51. In this context, Dr Mahmood submits that Mr Takawira having been paid the sum to which he was entitled on his resignation and departure from the Company's employ, that the provisions of Section 57(2) of the Employment Regulations preclude payment of any additional sum. He says that, upon termination by the Employee for cause (which the Company denies to be the case), the words "*the Employee shall be entitled to a sum equal to the wages or other benefits which the Employee would have received during their notice period*" govern, and that this provision, in his words, constitutes "*a ceiling and not a floor*".
52. Absent argument on the point, I am not minded formally to rule on it, in part because in the particular circumstances this does not greatly matter, and in part because, at least at first blush, I should have thought it more likely that this provision denotes a minimum and not a maximum payment given the absence in the legislation of the word "*solely*" qualifying the word "*entitled*".
53. Accordingly, for the purpose of this Judgment, I address Mr Takawira's individual claims as listed in his Claim at face value. In his pleaded "*Schedule of Compensation*", Mr Takawira postulates five categories, which I take briefly in the order in which they are advanced.

Item A: Additional Role Compensation: AED 348,000

54. The sum claimed is calculated at the monthly salary of AED 29,000 for 12 months. The factual basis alleged is that Mr Takawira formally was assigned the task of Risk Officer and Data Protection Officer responsibility in addition to that of Compliance Officer and MRLO

duties, which assignment created increased workload and responsibility, whilst the legal basis put forward is that of Section 6(1) of the Employment Regulations, namely no unilateral variation of employment terms without notice and consent.

55. This claim is denied by the Company, who maintains that Mr Takawira is not entitled to any additional role compensation, and that the calculation is arbitrary, without contractual or legal basis. The Company says, and I accept, that the additional titles of Risk Officer and Data Protection Officer was purely an internal role adjustment and did not give rise to any additional hours of work, and that the employment contract expressly provided under Clause 3.2 that Mr Takawira is not entitled to payment for “*any additional or overtime payment for work performed outside his normal working hours*”.
56. This claim is disallowed. There is no proper basis put forward for the claim as made. It is unclear why under this head Mr Takawira should think it appropriate to seek what is in effect a doubling of his salary, and why this claim should be made when there is no evidence whatever that upon allocation of these titles Mr Takawira had raised any objection to this situation. In fact, prior to his resignation he appears implicitly to have consented to these duties absent additional compensation, nor was any reference made to this element in his grievance emails or as a reason for his resignation in his 4 November Resignation Email.

Item B: Mental Health / Harassment / Dignity Claim: AED 1,044,000

57. The three elements of this composite head of claim attract a startling figure, which is said to be derived from a maximum award of 3 years wages under Section 53(8) of the Employment Regulations, Section 53 being under Part 9 which bears the heading “*Non-Discrimination and Victimisation*”.
58. On the facts of this case, I am unable to perceive any victimisation or discrimination on the part of the Company, whose attitude on the face of the relevant emails seems to have been a fair and transparent attempt to deal with a difficult situation consequent on the change of corporate direction.
59. Thus, reliance by Mr Takawira upon Sections 37(1), 37(2) and 38, which deal with the duty of an employer to ensure, as far as reasonably practical, the health safety and welfare at work of all its employees (Section 37(1)), the provision of a workplace that is free of discrimination, harassment and victimisation and is safe and without risk to the employee’s health (Section 37(2)) and deals with the adequacy of health and safety duties (Section 38) seem to bear no relation to the facts of the case with which the Court now is dealing.
60. Mr Takawira invokes the content of the 28 October Email as causing humiliation, distress and professional embarrassment compromising Mr Takawira’s mental health and resulting in Mr Takawira seeking medical attention.
61. I am unsympathetic to this assertion and am unable to understand why this email should have produced such humiliation and distress to Mr Takawira. This email was not addressed

to him but to persons within the team, whose activities had been affected by the withdrawal of regulatory permission, and I am unsympathetic to and do not accept Mr Takawira's characterisation of this email and its alleged effect.

62. As to the mental health issue, it is unclear why or how such corporate development is said to have had such a deleterious mental effect upon Mr Takawira, who had already secured alternative employment well before 28 October 2025. On the evidence, the Company was never informed as to mental health issues during the period of employment, and save for a general practitioner referral form which appears to make brief reference to depression post-resignation, there is no evidence before the Court as to mental health issues, nor any expert evidence on the point nor any expert hypothesis that Mr Takawira's mental health was causatively damaged by or during his employment with the Company.
63. This claim is disallowed in its entirety. No factual or legal basis for this head of claim has been established, either as to liability or quantum.

Item C: Notice Pay: AED 87,000

64. This is a claim which overlaps with the decision of the Court regarding Mr Takawira's constructive dismissal claim, and thus it must attract the like result.
65. The argument of Mr Takawira in this context is that his employment contract requires 3 months termination notice, and that in this instance the constructive dismissal suffered forced his resignation effective 30 November 2025, which was less than 30 days' notice. He invokes Section 57 of the Employment Regulations (which he did not utilise when propounding his constructive dismissal argument), which provides for entitlement to notice payment upon termination if the employer's conduct results in the employee's resignation, and calculates that, accordingly, he is due 3 months' salary in notice payment, although by the same token he omits to give credit for the sum already received in salary paid by the Company up to 30 November 2025.
66. Given the finding that Mr Takawira was not constructively dismissed, and that the Company was not in breach of its obligations under Section 57, together with the fact that Mr Takawira had voluntarily resigned in order to leave for his new employment, this claim accordingly must fail.

Item D: Failure to Act on Mental Health Risk: AED 174,000

67. This head appears to overlap with Item B of the Claim.
68. Its factual basis is that, after Mr Takawira notified the Company of psychological distress, the Company failed to take corrective or preventive action, that mental health was not covered by insurance provided by the Company, thus exacerbating mental health risk and "subjecting the Claimant to prolonged suffering due to negligence and wanton violations of employment regulations by the Respondent".



69. The legal basis purports to be Section 48 of the Employment Regulations, namely the obligation to provide medical assistance at the employer's expense for uninsured illness arising out of the course of their employment.
70. The quantum pleaded and proposed is assessed "*at a conservative rate of 6 months' salary to reflect the period of continued suffering since mental illness may last up to several years*".
71. No evidence, expert or otherwise, is supplied to buttress this claim of damage to Mr Takawira's mental health, save for a website article detailing the effect of untreated depression.
72. The Company protests that it was never informed of any medical health condition during Mr Takawira's employment, and there is no evidence before the Court that this is the case, nor does the contemporary email correspondence reveal any relevant reference; in fact, on the papers before the Court the first mention of mental health is in paragraph 2 of Mr Takawira's "*escalation email*" of 12.04 pm on 4 November 2025, the day on which he resigned from the Company by his further email of 12.07 pm.
73. As for his complaint about health insurance, this seems to have emerged after he had had sight, post-resignation, of the relevant documents upon discovery by the Company, and thus is a theoretical post-resignation argument, although in any event the Company maintains that its employee insurance coverage complied with ADGM requirements.
74. This claim is rejected also.

Item E: Constructive Dismissal Compensation: AED 319,000

75. The factual basis for this claim, as pleaded under this head in Mr Takawira's Schedule of Compensation, consists of recitation of Mr Takawira's myriad complaints, starting with the unilateral assignment of additional roles by the Company to the public and unilateral revocation of Mr Takawira's role through the "*email broadcast on 28 October 2025, thereby humbling the Claimant*", to a breach of an implied contractual duty of trust and mutual confidence gathered through background check requests from prospective employers without Mr Takawira's consent, the alleged pressure on him to resign and harassment of Mr Takawira by asking him about his plans to resign, and creation of "*a hostile working environment*" leading to his resignation.
76. Reliance is again placed on Section 57 of the Employment Regulations, permitting Mr Takawira to terminate the employment with immediate effect for cause due to the Company's conduct, and the quantum put forward is that of 11 months' salary "*representing loss of earnings resulting from forced resignation since it is pleaded that the Claimant wanted to continue in his role for the remainder of the contract*", the term of which was to end on 6 October 2026, which is an odd assertion since the Company relinquishing the FSP inevitably meant that this particular position no longer existed.



77. Mr Takawira has been able to establish none of these matters, and the Court has come to the conclusion that, in the circumstances, there has been no constructive dismissal at common law, nor has there been any breach by the Company employer of Section 57.
78. This element of the Claim also must fail.

Order

79. After consideration of all the circumstances of this case, the Court is forced to the conclusion that there is no merit in this Claim.
80. Mr Takawira struck me as a pleasant man who had convinced himself of the rectitude of his case and has referred, both in giving evidence and on face of the documents, to having been humiliated and suffering a loss of dignity in the reorganisation of the Company resulting in loss of his job as Compliance Officer.
81. Although there is no objective basis for this view, clearly he still feels this keenly, and I am inclined to think that it is this emotion which has driven this ill-judged litigation against a former employer who in my judgment has not acted improperly, and yet has found itself at the receiving end of a laundry list of unsubstantiated complaints and a significant damages claim, the computation of which is founded on hypothesis and is notable for the absence of evidence in support. The Court orders that Claim be dismissed.
82. In accordance with the usual rule, costs of and occasioned by these proceedings are to follow the event and are to be paid by Mr Takawira to the Company. Such costs are to be summarily assessed on the papers, and the Company is to submit its costs for assessment pursuant to the provisions of Practice Direction 9.



Issued by:

Linda Fitz-Alan
Registrar, ADGM Courts
23 June 2026