THE HIGH COURT

[2018 No. 9121 P.]

BETWEEN

BARBARA WHOOLEY

PLAINTIFF

AND
MERCK MILLIPORE LIMITED AND MERCK KGaA

DEFENDANTS

Judgment of Ms. Justice Pilkington delivered on the 30th day of November, 2018

Reliefs
1. The plaintiff issued proceedings on 18th October, 2018, arising from the alleged resignation/dismissal/termination of her employment with the first named defendant.

2. Injunctive relief was sought in the following terms:-

> (a) An injunction restraining the defendants or either of them, their servants and/or agents, from dismissing or implementing any purported dismissal or resignation of the plaintiff or interfering with the payout to her of her salary and other benefits.
>
> (b) An injunction preventing the defendants or either of them, their servants and/or agents from publishing any false, misleading or defamatory statements to any person to the effect that the plaintiff's employment has been terminated and/or that the plaintiff has been guilty of misconduct and/or that the defendants or either of them have lost trust and confidence in the plaintiff.
>
> (c) An injunction restraining the defendants from refusing to pay to the plaintiff her salary and other benefits as same for due.
>
> (d) Such further or other order as to this Honourable Court shall meet including, if necessary, an order for the abridgment of time for service of this notice of motion together with an order for the cost of this motion and ancillary thereto.

3. The grounding affidavit of the plaintiff was sworn on 17th October, 2018, the affidavit in reply on behalf of both defendants sworn by Geraldine O'Flynn on 23rd October, 2018, the plaintiff's reply to that on 25th October, 2018, and the further affidavit of Geraldine O'Flynn dated 26th October, 2018.

Background
4. Much of the background is of little relevance to the issues in respect of which this plaintiff seeks a grant of interlocutory relief. It is common case that the plaintiff, over a period of some 25 years in the employment of the first named defendant, enjoyed a stellar career within that organisation. She was a valued and well regarded employee.

5. The only contract of employment that the plaintiff has is dated 18th March, 1993, being her first employment position with the first named defendant, in the role of management accountant. Thereafter the plaintiff was rapidly promoted but no new contract of employment ever issued. It was signed by the plaintiff on 26th March, 1993; the pertinent paragraph is as follows:-

> "Notice
>
> The terms of the Minimum Notice and Terms of Employment Acts 1973 and 1984 shall apply. The Company reserves the right to pay the appropriate payment in lieu of notice. You will be required to give two months' notice."

6. In or around 2014, the plaintiff agreed to a period of secondment to work with the second named defendant primarily at their offices in Darmstadt, Germany.

7. The first letter regarding the plaintiff's secondment is dated 18th August, 2014 and headed:-

> "Amendment to your employment contract with Merck Millipore Ltd. for your commuter assignment to work KGaA."

The letter envisages a two year secondment, with both parties entitled to terminate the secondment agreement, for any reason, by a mutual period of notice of three months to the end of each month. Clause 1 goes on to say:-

> "After expiration of this secondment agreement you will return to your Home Company."

That is the first named defendant.

8. A second letter dated 15th June, 2016 and headed "Prolongation of your Assignment" takes the period of the plaintiff's secondment to 30th September, 2017 with all of the other conditions as per the initial letter of 13th August, 2004.

9. The final letter is dated 7th September, 2017, again headed "Prolongation of your Assignment" and takes the period of the plaintiff's secondment to 30th September, 2018 with all of the other conditions as per the initial letter of 13th August, 2004.

10. The defendants accept that upon expiration of the plaintiff's secondment in Germany that she was entitled to return to her home country (the first named defendant based in Cork). It is also common case that any role that the plaintiff had previously undertaken at the offices of the first named defendant was no longer open to her upon her return. I return to both matters below.

11. The events leading up to 1st October, 2018 (in so far as they are relevant to the grant of injunctive relief) are as follows;

> (a) In or about 12th July, 2018 the plaintiff emailed Ms. O'Flynn (HR Manager) in Cork and copied Messrs. Stickler & Gottmann-Schnell (in the Darmstadt office) informing them that she would not be renewing any secondment contract beyond 30th September, 2018, would be returning to Ireland and that she could meet and discuss the options. Mr.

Stickler replied by email on 13th July, 2018 stating that a renewal of her secondment contract or undertaking her present role from Ireland would allow him further time to find a development opportunity for the plaintiff.

(b) On 16th July the plaintiff informed Mr. Stickler that;

(i) she had already renewed her secondment agreement twice in the hope of broadening her experience;

(ii) a reference to the recruitment process earlier in 2018 and the plaintiff's difficulties with the manner in which that process was conducted and the consequent inability for her to obtain a job which would broaden her experience; and

(iii) that she had discussed with Geraldine O'Flynn the previous year that, based upon the fact that her prior role was eliminated, the plaintiff was envisaging a redundancy scenario.

(c) In an email of the same day Ms. O'Flynn suggests she continue her current role from Ireland.

(d) This suggestion by Ms. O'Flynn is put more comprehensively in her email of 29th August, 2018. It contains the following;

'With regard to your request to be made redundant, the role of …. that you carried out before you were seconded has long since ceased. We have offered you (sic) allow you to continue your current Role 5 position. As such there is no redundancy indeed quite the opposite because your current role would have to be filled if you resigned." An ex gratia severance payment offer of €100,000 is also offered.

(e) What follows is a series of emails between the parties, in which all parties agree that no progress has been made since 16th July, 2018. On 18th September, 2018 in an email from Mr. Stickler the plaintiff's job offer is attached from the first named defendant dated 1st October, 2018 (when her period of secondment would be at an end) and again an ex gratia payment of €100,000 is made, open to 28th September, 2018, should she choose to resign. The job offer itself states that the terms and conditions of her contract of 16th March, 1993 continue to apply to the offer. It also notes that her role within the terms of that offer "will require travel (25%)."

(f) On 21st September the plaintiff offered to extend her secondment until the end of the year to close out certain business she was working on; by email from Mr. Stickler it was stated that this would be considered only if the plaintiff clarified her intentions after that time. Again on that date she is offered a position comprising her current role but to perform that role from Ireland. Throughout the process it is clear that the plaintiff at no stage accepted the changes to her terms and conditions that the offer of a new specific role envisaged.

(g) On 29th September the plaintiff responded that she would not be renewing her secondment contract. Early on 1st October, 2018 the plaintiff emails Ms. O'Flynn and states that she will be on site in Cork from 9a.m.

12. Thereafter on 1st October, a number of matters occurred:-

(a) Early in the morning, the plaintiff was cut off from the company system. She then arrived at the Cork site at about 9:30a.m. She was asked to wait in a nearby hotel until an 11.30a.m. meeting - whilst there she received a call from Ms. O'Flynn asking her to "please go home."

(b) The plaintiff attended at Ms. O'Flynn's office at 11:30a.m.; the plaintiff asked for a discussion regarding her options and Ms. O'Flynn asked her to leave the premises. A letter signed by Human Resources in Darmstadt was handed to her, the plaintiff tore up the letter and threatened press exposure in the Cork Examiner. Thereafter she retracted her comments and apologised.

(c) At around 8:15p.m., Ms. O'Flynn came to the office with a second letter stating that if the plaintiff apologised, she would speak about getting a permanent job in Cork. Having earlier in the day stated that the plaintiff's exclusion from the system was accidental, Ms. O'Flynn confirmed at that time that it was not.

(d) Thereafter, apparently on notice to Ms. Garijo, the plaintiff arrived in Darmstadt the next morning at 9:30a.m. The plaintiff was then handed the letter asking her to leave the site and that she had arrived unannounced in unorthodox circumstances. She left.

13. On the following day, the plaintiff sought to contact Ms. O'Flynn who informed her that by rejecting the offer to continue the global role and ending her secondment that the plaintiff had been deemed by the company to have resigned.

14. Thereafter, the plaintiff consulted her solicitor and he wrote on her behalf on 12th October, 2018.

15. Within that correspondence and at the interlocutory hearing the plaintiff contends:-

(a) there is no concept recognised in Irish law as a deemed resignation; and

(b) on the conclusion of her secondment agreement she was entitled to return to the Irish company and, thereafter, to be dealt with in accordance with her contractual entitlements.

16. Those entitlements, her counsel argues, were to be consulted in relation to and /or to have a discussion regarding alternative employment that might be considered within the first named defendant, that it was not open to the first named defendant (at the instigation of the second named defendant or otherwise) to compel her to accept the particular role offered to her. Thereafter if no role could be found, her alternative was to discuss all possible options and thereafter if that was unsuccessful to then, in accordance with usual company practice, agree a package of redundancy.

17. The defendants' case is in essence straightforward – the contract of the plaintiff had been validly terminated by the letter to her from the defendants' solicitor of 16th October, 2018 with an ex gratia payment of €100,000 and she was not in such circumstances entitled to seek injunctive relief within these proceedings. The defendants contend that her relief (to the extent that it may exist) lies elsewhere.

18. At the opening of the case counsel for the defendants made it entirely clear they were not making any issue with regard to the concept or otherwise of the plaintiff's 'deemed resignation', they were not relying upon it and had agreed in open correspondence to compensate the plaintiff in respect of any legal advice that she was required to undertake in respect of those matters. Accordingly, the defendants argue that the plaintiff cannot allege any loss in that regard, that thereafter her contract was validly terminated or at least terminated on 16th October, 2018 in such a manner as would preclude relief from this Court.

19. Counsel for the plaintiff was at pains throughout to emphasise that the issue for the plaintiff is not one of financial recompense but rather the question of reputational damage: that the manner in which this plaintiff has been treated, particularly in the period from 1st October, 2018 onwards and what she contends to be the unilateral action of the defendants in the steps they took in respect of this plaintiff upon her return or arrival in the offices in Cork on 1st October, 2018 was detrimental to her reputation both within the company and in the broader professional community of which she is a part.

20. The defendants contend that the plaintiff had an offer of suitable employment in a senior role where she could continue to be a valuable and valued contributor to the defendants' global business. It is common case that any role that the plaintiff had previously undertaken at the offices of the first named defendant was no longer open to her. However, the defendants considered that the role performed by the plaintiff whilst she was on secondment could now simply be performed by her not in Germany but in Cork. The plaintiff does not accept this assertion as a matter of fact and law; in any event she confirms it is beyond the parameters of her written contract of employment.

21. The plaintiff insists that she was entitled, to what she contends is standard practice, in circumstances where she returned to the first named defendant where the role in which she was previously employed is no longer available, is that she would receive a package of redundancy. The defendants dispute this and take the view that the plaintiff has been offered suitable alternative employment together with an ex gratia redundancy payment of €100,000. In any event they contend her employment is now terminated.

22. The issue accordingly would appear to be whether and to what extent the events between 1st – 16th October, 2018 provide any basis for the grant of injunctive relief particularly in light of the defendants' solicitors letter of 16th and 18th October, 2018.

23. The first solicitors letter sent on the plaintiff's behalf is dated 12th October, 2018. The penultimate paragraph states as follows:-

> *"We now call on you to confirm by return that our client continues in employment pursuant to her contract of employment which remains in existence on the expiry of her secondment agreement. When our client is certified as being fit she will resume work and is, as she has always been, willing to discuss appropriate arrangements going forward in relation to her role and function. If we do not receive confirmation by close of business on Monday next 15th October, 2018 we will, without further notice, apply to the High Court for appropriate relief, including injunctive relief restraining the company from treating our client as having resigned and/or having been dismissed."*

The letter in a previous paragraph states the following:-

> *"It is clear beyond doubt that the conduct of the company in relation to our client, a long-standing serving successful member of staff, is nothing short of outrageous. Our client did not resign, she merely sought to exercise her right pursuant to the secondment agreement. It is a matter for the company to deal with our client on the conclusion of her secondment agreement that they are obliged to deal with her in a manner consistent with her rights and entitlements not only pursuant to her contract but also pursuant to Irish law. Because of our client's understandable reaction to being handed a letter that said she had effectively resigned, the company have latched on to that to suggest that warrants her dismissal. Our client accepts that her immediate reaction was out of character for her but is entirely explicable having regard to the manner in which she was dealt with, not only her by her superiors in Germany but also the outrageous manner with which she was dealt with by the Human Resources Director in Cork."*

24. The response from Messrs. William Fry comprises two letters dated 16th and 18th October, 2018. In the letter of 16th October they assert:-

> *"To reiterate it is true that your client has a right to return to Merck Ireland on the termination of the secondment agreement. However, Merck Ireland cannot create a role for her where one does not exist. Merck Ireland has identified a suitable role for your client to perform – the secondment role – but your client is not willing to accept that role. In those circumstances Merck Ireland has deemed your client to have resigned with effect from 1st October, 2018. You say in your letter under reply that your client did not resign however, you do not say whether she is prepared to work; …"*

They continue:-

> *" Your client has rejected the offer that she continue in the second role and there is no other position for her in Ireland. Insofar as your client nevertheless asserts that she has not in fact resigned, we have been instructed by Merck Ireland to give your client three months' notice of termination of her employment with effect from today's date. As provided for in her contract of employment, Merck Ireland is electing to pay your client in lieu of notice and accordingly her contract of employment will terminate with immediate effect."*

It continues:-

> *"In summary:-*
>
> *1. The secondment agreement has terminated;*
>
> *2. That Ms. Whooley has a right to return to work for Merck Ireland, Merck Ireland is not obliged to create a role for her where none exists;*
>
> *3. Merck Ireland proposed that Ms. Whooley continue in the secondment role on a permanent basis. Ms. Whooley refused*

to accede to that proposal. It should be noted that Ms. Whooley has served in a series of global roles and her career progression has – to a significant extent – depended upon experience gained in those roles;

4. In circumstances where Ms. Whooley refused to accept an offer of a role concomitant with her status and experience, Merck Ireland deemed Ms. Whooley to have resigned."

25. By letter dated 18th October, 2018 Messrs. William Fry, solicitor for both defendants, having now being served with the documents seeking injunctive relief assert:-

> *"It is clear from the proceedings that the plaintiff's case is based upon the proposition that Merck was not entitled to deem your client as having resigned and that therefore her contract had not been validly terminated. The position in that regard has been superseded by this firm's letter of 16th October, 2018 in which Merck Ireland gave your client notice of termination of her employment in accordance with her employment contract. While our letter of 16th October has been exhibited to the plaintiff's affidavit, its substance is not addressed at all."*

And thereafter they assert:-

> *"Notwithstanding the foregoing, Merck will take such reasonable steps as your client might require to clarify any uncertainty that might exist – and it is not admitted that any such uncertainty does exist – in relation to the circumstances surrounding the termination of her employment."*

26. Thereafter, in the supplemental replying affidavit of Geraldine O'Flynn sworn on 26th October, 2018 but filed in court on that day, paragraph 5 of that affidavit states as follows:-

> *"… The entire import of the plaintiff's claim is that the "deemed resignation" is invalid. The effect of the letter of 16th October, 2018 was to agree with that proposition. Merck Ireland terminated the plaintiff's contract on the giving of three months' notice with effect from that date and paid her in lieu of notice. That payment has now been processed. The defendants also agreed to address the plaintiff's purported concerns in relation to her reputation and her pay per costs of the proceedings to date. There is no question of re-writing history. The termination of 16th October, 2018 was a fresh termination. I do not understand how the plaintiff can complain that the defendants have acted wrongly by agreeing with her."*

27. The quotations have been set out in detail above as in my view they properly summarise the issues between the parties

Interlocutory Relief

28. The Supreme Court in *Maha Lingham v Health Service Executive* [2006] 17 E.L.R. 137 (Fennelly J.) stated that, in respect of the criteria for the grant of an interlocutory injunction in employment law matters:

> *'... in substance what the plaintiff/appellant is seeking is a mandatory interlocutory injunction and it is well established that the ordinary test of a fair case to be tried is not sufficient to meet the first leg of the test for the grant of an interlocutory injunction where the injunction sought is in effect mandatory. In such a case it is necessary for the applicant to show at least that he has a strong case that he is likely to succeed at the hearing of the action."*

29. It is common case of the parties that the criteria of a 'strong case' that must be met in this case together with the other well-known criteria comprising the adequacy of damages and the balance of convenience.

30. In *AIB plc v Diamond* [2012] 3 I.R. 549, Clarke J. stated that a test which would focus on the least risk of injustice was "*the underlying principle which informs the more detailed rules that have been worked out*" in accordance with the *Campus Oil* jurisprudence.

31. The plaintiff's counsel also invokes the comments by Hogan J. in *Wallace v Irish Aviation Authority* [2012] 23 E.L.R. 177 when he said:

> *"18. It is, however, also necessary to look at the matter from the standpoint of plaintiff. If an injunction were to be refused by reason of the special factors which have just been mentioned, it would mean that she was denied the benefit of a key contractual protection just at the time when such protection was vitally necessary to protect her interests. Can it be the case that under such circumstances the court must shut its eyes to the underlying merits of the claim and helplessly wash its hands of the claim for interlocutory relief simply because to do so would involve the grant of mandatory relief at an interlocutory stage or because this would involve the specific enforcement of a contract of employment?"*

The court decided the answer to that question in the negative.

32. What is clear is that the plaintiff decided not to extend her secondment contract. That period ended on 30th September, 2018 and she thereafter returned to her home country (to use the terminology of the secondment contract) in Ireland on 1st October, 2018. Thereafter it is clear that matters took a dramatic turn. Initially upon her return to the office (or perhaps before) the plaintiff found she was unable to have access to the company system. In a company such as that operated by the defendants, not to not have access to emails or the company system is, in my view, a very definitive step taken by the defendants in respect of this plaintiff. Indeed it is difficult to escape the conclusion that the events on 1st October, 2018 amounted to a termination of her contract by the first named defendant.

33. Counsel for the plaintiff urges that if in fact there was a termination of the plaintiff's contract on 1st October, 2018 then the plaintiff cannot have her contract "re-terminated" at a later date and that the earlier or initial resignation/dismissal/termination of 1st October was not in accordance with her contractual entitlements.

34. In the indorsement of claim to the plenary summons as well as the injunctive reliefs sought on the ex parte docket the plaintiff seeks a declaration that she did not resign from her employment on or about 1st of October, 2018, and remains an employee of the first named defendant.

35. Thereafter within the indorsement of claim additional injunctions are sought which are not sought at the interlocutory stage comprising:

(a) An injunction restraining the second named defendant from unlawfully interfering with the contractual relationship between the plaintiff and the first named defendant.

(b) A mandatory injunction compelling the first named defendant to honour all of its contractual commitments to the plaintiff on the expiry of the secondment agreement in to which the plaintiff entered with the defendant, 'including and in particular the obligation to consult with the plaintiff in relation to reasonable alternative roles.'

(c) An injunction compelling the first named defendant if necessary to pay to the plaintiff a severance termination package in accordance with the custom and practise of the first named defendant.

(d) Thereafter damages for breach of contract and specifically for the wrongful infliction of emotional suffering and as against the second named defendant for unlawful interference with the contractual relationship between the plaintiff and the first named defendant and damages against both named defendants for causing the plaintiff reputational damage.

36. The injunctive relief sought at the interlocutory stage is as set out at the second paragraph of this judgment.

37. As stated above it is common case that the plaintiff was entitled to return to her 'home country' as per the terms of her secondment agreement letters. The plaintiff's counsel contends that following issues arise thereafter :

(a) The implications as a matter of law of the plaintiff's rejection of the offer of the 'secondment position' to be conducted by the plaintiff in Ireland, including the validity or otherwise of her termination.

(b) Whether in such circumstances the plaintiff, having declined that offer, was thereafter entitled to an alternative discussion as to her options and/or to a package of redundancy.

38. It is factually correct as the plaintiff's counsel has pointed out that the plaintiff's contract (now vastly outdated) contains no requirement or obligation upon the plaintiff to undertake any travel. Of course that is understandable given that her role was very different at that time. Her contract was not subsequently updated to reflect her new and much more dynamic evolving position within the company which, almost by definition, involved an element of travel. However, I also note that on the one hand the plaintiff seeks to argue her entitlement to proper notice on termination pursuant to the terms of that contract (and strict adherence to its terms), whilst also seeking to contend that her entitlement to any potential post contractual consideration should be considered in light of the comments of Hanna J. in *McCarthy v Breo Foods Ltd* [2010] 21 E.L.R. 53, as now vastly exceeding the parameters of her contractual document. In considering the plaintiff's entitlement to 'appropriate payment' reliance is placed upon that decision where Hanna J. stated;

"...the nature and responsibility attendant upon his duties had changed out of all recognition as evidenced, inter alia, with a very substantial increase in his salary and the far more extensive area of responsibility with which he had to engage.... I am of the view that the 2000 contract was set at nought and given the area and level of his responsibility, he is entitled to receive a reasonable period of notice from his employer."

39. In my view, the case law (I have considered all of the case law submitted – it is noteworthy that the only case common to both parties was the decision in *Maha Lingham*) also makes it clear that a court is entitled to have regard to the underlying facts and circumstances. Here in my view, it is extraordinarily unlikely that the plaintiff's employment with the first named defendant will continue. The first named defendant is clear in its wish to terminate the plaintiff's contract. In my view, the majority of the reliefs sought in the indorsement of claim to the plenary summons suggest that the focus is very much upon the post contractual or post termination entitlements of this plaintiff arising from her employment with the first named defendant.

40. In assessing the criteria of whether there is a strong case to be tried this must, in my view, be considered by what I consider to be a concession (belatedly but nonetheless made) by the defendant that they effectively accept the plaintiff's argument surrounding any question of her having resigned on 1st October – there is also as I construe it a willingness (in general and opposed to any specific fashion) to address any reputational issue that might have arisen between the period 1st – 16th October 2018 when the first named defendant issued its notice of termination. In my view that concession weakens the plaintiff's position.

41. With regard to her entitlement to argue an entitlement to redundancy in my view that is not a matter I can determine on the basis of the affidavits filed in these proceedings. I simply am not in a position to judge whether and in what circumstances it is a standard industry practice capable of enforcement as contended for by the plaintiff's counsel based upon the authority of *Albion Automotives v Walker* [2002] All E.R. 170. However I do note again the insistence that in seeking interlocutory injunctive relief this plaintiff is relying largely upon the damage to her reputation arising from the matters set out above, not the issue of financial compensation or otherwise.

42. In the case of *Nolan v EMO Oil Services Limited*, [2009] 20 E.L.R. 122 Ms Laffoy J. stated as follows:

"I have stated the factual position in broad terms. However, there is a considerable body of detail on the affidavits, which gives rise to conflict. The Court cannot, and should not attempt to, resolve these conflicts on this application."

43. In accordance with the sentiments expressed by Laffoy J. I am not in a position to resolve, on an application for interlocutory relief, the entitlement of this plaintiff to have what she describes as a discussion as to her options with the first named defendant, nor as to whether, in all the circumstances, she is entitled to a package of redundancy.

44. As the plaintiff's counsel herself has strongly emphasised the issue of reputational damage to this plaintiff, the issue of damages and as to whether they constitute an adequate remedy do not arise on the facts of this case as they might in other employment law injunctions. The plaintiff has been very clear that the issue is not about money in that sense, but in the reputational damage occasioned to her by the conduct of the defendants and each of them herein. Accordingly, counsel for the plaintiff also argues that the criteria set out within *Johnson v Unisys Limited* [2001] 2 All E.R. 801, extensively quoted in Irish case law does not therefore apply on the facts of this case, counsel for the defendant contends that it does and that the reliefs to which this plaintiff may be entitled lie elsewhere.

45. Accordingly, I am thereafter required to consider whether this plaintiff has established "a strong case" and where the balance of convenience lies in the possible grant of interlocutory relief. In my view, the plaintiff has clearly set out issues that will require adjudication at the trial of this matter. However, I again reiterate that the question of reputational damage has been urged upon me as a primary consideration for the grant of interlocutory relief.

46. Were nothing further to have occurred to this plaintiff after 1st October then, in my view, she may well have satisfied the criteria of exhibiting a strong case for the grant of interlocutory relief. However events did proceed; her contract was terminated, an ex gratia payment offered and a belated concession at paragraph 5 of the last affidavit filed by Ms. O'Flynn in these interlocutory proceedings dealing with the events of 1st October, 2018 and beyond.

47. This plaintiff's contract has been terminated and, in my view, any issues arising from that termination does not give rise to any application for interlocutory relief in these proceedings. As I avert to above, had the position remained as at 1st October, 2018, then, in particular with regard to the issue that the plaintiff was in some way deemed to have resigned remained as an argument within these proceedings, that may have given rise to separate issues and I note that the proceedings as drafted reflect the factual and legal position that existed at that time. However, to some extent the situation has evolved since then.

48. In my view, the agreement of the defendants that they were taking no issue with any concept of "deemed dismissal" or resignation does alter the position significantly. So too does their agreement that they would consider any issue of damage to the plaintiff's reputation within the period of the 1st October, 2018. I appreciate and reiterate that that concession was made belatedly, but it is one to which that I must have regard. In my view, those matters determine the balance of convenience against the grant of interlocutory relief to this plaintiff.

49. In my view, the matters set out above also impact upon the extent of which the plaintiff can now contend that there is a strong case to be tried in the grant of interlocutory relief.

50. One of the grants of injunctive relief sought by this plaintiff relates to the potential publication of any false, misleading or defamatory statements to any person to the effect that the plaintiff's employment had been terminated and/or the plaintiff has been guilty of misconduct and/or the defendants or either of them has lost trust and confidence in the plaintiff. Again in my view matters have moved forward significantly. The plaintiff did (by her own admission) make an ill-considered outburst on 1st October, 2018, but has since apologised. I have not seen any documentation that I would consider false, misleading or defamatory of the plaintiff within these proceedings.

51. Accordingly, in my view I cannot on the case opened to me see that the plaintiff has made a strong case for interlocutory relief. Whilst I can certainly see that certain arguments advanced against these defendants, in my view have been met by them to an extent, but to an extent sufficient to deny this plaintiff the entitlement to claim that she has made out a strong case to seek the grant of interlocutory relief. It may meet the criteria of the establishment of a bona fide or serious question to be tried but that is not the test in cases such as this. In such circumstances therefore on the facts set out above, I cannot see or determine that a strong case has been advanced for the grant of interlocutory relief.

52. The plaintiff advances the proposition that the actions of the defendants has damaged her reputation and failing to adhere to her entitlement to return to work in Ireland and/or receive the redundancy package offered to all other employees whose position no longer exists upon their return from secondment. In my view, that is not a matter that can be properly determined at an interlocutory stage, in my view that is more directed to her contractual entitlements than any suggestion of reputational damage.

53. I can appreciate that the plaintiff, through her legal advisors, takes serious issue with a number of the matters that took place on 1st October, 2018, and thereafter. The first named defendant has also chosen to terminate the plaintiff's contract, but that is a matter that may or may not have to be determined elsewhere. In terms of the events post 1st of October, 2018, in my view the defendants have (again I use the word belatedly) taken sufficient steps to negate the plaintiff's argument that she has advanced a strong case to be tried pursuant to the authorities advanced on her behalf and accordingly the reliefs are denied.