

**IN THE EMPLOYMENT COURT OF NEW ZEALAND  
AUCKLAND**

**I TE KŌTI TAKE MAHI O AOTEAROA  
TĀMAKI MAKĀURAU**

**[2021] NZEmpC 149  
EMPC 87/2020  
EMPC 365/2020**

IN THE MATTER OF an application for the exercise of powers  
under sections 142B, 142E, 142J, 142M,  
142W and 142X of the Employment  
Relations Act 2000

AND IN THE MATTER OF proceedings removed from the Employment  
Relations Authority

BETWEEN A LABOUR INSPECTOR OF THE  
MINISTRY OF BUSINESS, INNOVATION  
AND EMPLOYMENT  
Plaintiff

AND SAMRA HOLDINGS LIMITED T/A TE  
PUNA LIQUOR CENTRE  
First Defendant

AND SAMRA ENTERPRISES LIMITED T/A  
GREERTON LIQUOR CENTRE  
Second Defendant

AND SAMRA BROTHERS LIMITED  
PREVIOUSLY T/A PAEROA LIQUOR  
CENTRE  
Third Defendant

AND AKAL HOLDINGS LIMITED T/A  
CHERRYWOOD LIQUOR CENTRE  
Fourth Defendant

AND PARAMJIT KAUR  
Fifth Defendant

AND SUKHDEV SINGH  
Sixth Defendant

Hearing: On the papers

Appearances: S Blick, counsel for plaintiff  
S Sharma, counsel for defendants

Judgment: 10 September 2021

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**CONSENT JUDGMENT OF JUDGE KATHRYN BECK**

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[1] These proceedings are filed by the Labour Inspector, seeking an exercise of the Court's powers under pt 9A of the Employment Relations Act 2000 (the Act) against the first, second, third, fourth defendants (collectively, the "employer companies") as well as the fifth and sixth defendants. Related proceedings were filed in the Employment Relations Authority, which were removed to the Court pursuant to s 178 of the Act on 23 November 2020 to enable all matters to proceed together.

[2] The parties have agreed that five aggrieved employees, who were employed by the employer companies at certain times between 23 September 2015 and 13 November 2019, were not paid their entitlements pursuant to the Minimum Wage Act 1983 and the Holidays Act 2003, and that unlawful premiums were sought and received from the employees in breach of the Wages Protection Act 1983, resulting in breaches of minimum entitlement provisions.

[3] The plaintiff asks the Court to exercise its powers under s 142B(2)(a)(i) and (b) of the Act to make a declaration of breach against the employer companies in respect of breaches of minimum entitlement provisions, and to exercise its powers under ss 142J(1) and 142L to make compensation orders against the employer companies to compensate the five aggrieved employees for suffering loss and damage as a result of breaches of minimum entitlement provisions.

[4] The plaintiff also asks the Court to order payment of arrears due to three aggrieved employees as a result of breaches of minimum entitlement provisions occurring prior to 1 April 2016 pursuant to s 131 of the Act, those matters having been removed to the Court by the Authority pursuant to s 178.

[5] The plaintiff further asks the Court to exercise its powers under s 142B(2)(a)(i) and (b) to make a declaration of breach against the sixth defendant for his involvement in breaches of minimum entitlement provisions by the employer companies, and to exercise its powers under ss 142J(1) and 142L to make compensation orders against the sixth defendant to compensate the five aggrieved employees for suffering loss and damage as a result of breaches of minimum entitlement provisions by the employer companies to the extent that those employer companies are unable to pay the wages or other money payable to the employees.

[6] I have considered the Agreed Statement of Facts dated 31 August 2021 annexing a Schedule of Arrears, which lists the agreed arrears payable to each of the five aggrieved employees corresponding to breaches of minimum entitlements provisions listed in the Agreed Statement of Facts and Schedule of Arrears.

[7] The parties have reached agreement in relation to declarations of breach and amounts owing in relation to arrears of wages, holiday pay, public holiday pay and premium arrears in respect of five employees as set out in a memorandum dated 8 September 2021.

## **Orders**

[8] Taking into account the Agreed Statement of Facts dated 31 August 2021 and being satisfied of the matters therein, the orders set out below are made by consent.

### *First Defendant*

[9] I make the following declarations:

- (a) The first defendant has breached the minimum entitlement provisions contained in the Minimum Wage Act 1983 by failing to pay minimum wages to Joga Liddar and Manpreet Sidhu.
- (b) The first defendant has breached minimum entitlements and payment for such entitlements under the Holidays Act 2003 to Joga Liddar and

Manpreet Sidhu for holidays and for holiday pay owing at termination of employment.

- (c) The first defendant has breached minimum entitlements by seeking and receiving unlawful premiums from Joga Liddar and Manpreet Sidhu in breach of the Wages Protection Act 1983.

[10] The first defendant is ordered to pay Joga Liddar the following arrears owed to him to compensate him for unpaid entitlements arising under minimum entitlement provisions prior to 1 April 2016:

- (a) \$18,966.65 for its breach of s 6 of the Minimum Wage Act 1983; and
- (b) \$690.12 for its breach of s 50 of the Holidays Act 2003.

[11] The first defendant is ordered to pay Joga Liddar the following amounts of compensation for pecuniary loss suffered by him as a result of breaches of minimum entitlement provisions after 1 April 2016:

- (a) \$59,728.49 for its breach of s 6 of the Minimum Wage Act 1983;
- (b) \$1,288.99 for its breach of s 49 of the Holidays Act 2003;
- (c) \$5,579.28 for its breach of s 60 of the Holidays Act 2003;
- (d) \$10,898.14 for its breach of s 21 of the Holidays Act 2003;
- (e) \$5,983.72 for its breach of s 25 of the Holidays Act 2003; and
- (f) \$7,500 for its breach of s 12A of the Wages Protection Act 1983.

[12] The first defendant is ordered to pay Manpreet Sidhu the following amounts of compensation for pecuniary loss suffered by him as a result of breaches of minimum entitlement provisions after 1 April 2016:

- (a) \$65,039.19 for its breach of s 6 of the Minimum Wage Act 1983;
- (b) \$423.64 for its breach of s 49 of the Holidays Act 2003;
- (c) \$820.16 for its breach of s 50 of the Holidays Act 2003;
- (d) \$3,321.86 for its breach of s 60 of the Holidays Act 2003;
- (e) \$4,454.09 for its breach of s 21 of the Holidays Act 2003;

- (f) \$432.71 for its breach of s 24 of the Holidays Act 2003;
- (g) \$1,271.76 for its breach of s 25 of the Holidays Act 2003; and
- (h) \$1,800 for its breach of s 12A of the Wages Protection Act 1983.

*Second Defendant*

[13] I make the following declarations:

- (a) The second defendant has breached the minimum entitlement provisions contained in the Minimum Wage Act 1983 by failing to pay minimum wages to Navjot Singh.
- (b) The second defendant has breached minimum entitlements and payment for such entitlements under the Holidays Act 2003 to Navjot Singh for holidays and for holiday pay owing at termination of employment.
- (c) The second defendant has breached minimum entitlements by seeking and receiving unlawful premiums from Navjot Singh in breach of the Wages Protection Act 1983.

[14] The second defendant is ordered to pay Navjot Singh the following amounts of compensation for pecuniary loss suffered by him as a result of breaches of minimum entitlement provisions after 1 April 2016:

- (a) \$43,876.32 for its breach of s 6 of the Minimum Wage Act 1983;
- (b) \$189.82 for its breach of s 50 of the Holidays Act 2003;
- (c) \$5,241.60 for its breach of s 60 of the Holidays Act 2003;
- (d) \$1,034.94 for its breach of s 40 of the Holidays Act 2003;
- (e) \$11,667.91 for its breach of s 24 of the Holidays Act 2003;
- (f) \$2,556.15 for its breach of s 25 of the Holidays Act 2003; and
- (g) \$14,676 for its breach of s 12A of the Wages Protection Act 1983.

*Third Defendant*

[15] I make the following declarations:

- (a) The third defendant has breached the minimum entitlement provisions contained in the Minimum Wage Act 1983 by failing to pay minimum wages to Dupinder Singh.
- (b) The third defendant has breached minimum entitlements and payment for such entitlements under the Holidays Act 2003 to Dupinder Singh for holidays and for holiday pay owing at termination of employment.
- (c) The third defendant has breached minimum entitlements by seeking and receiving unlawful premiums from Dupinder Singh in breach of the Wages Protection Act 1983.

[16] The third defendant is ordered to pay the following arrears owed to Dupinder Singh to compensate him for unpaid entitlements arising under minimum entitlement provisions prior to 1 April 2016:

- (a) \$18,546.49 for its breach of s 6 of the Minimum Wage Act 1983;
- (b) \$49.86 for its breach of s 49 of the Holidays Act 1983; and
- (c) \$937.43 for its breach of s 50 of the Holidays Act 2003.

[17] The third defendant is ordered to pay Dupinder Singh the following amounts of compensation for pecuniary loss suffered by him as a result of breaches of minimum entitlement provisions after 1 April 2016:

- (a) \$77,399.23 for its breach of s 6 of the Minimum Wage Act 1983;
- (b) \$201.90 for its breach of s 49 of the Holidays Act 2003;
- (c) \$217.11 for its breach of s 50 of the Holidays Act 2003;
- (d) \$6,676.41 for its breach of s 60 of the Holidays Act 2003;
- (e) \$198.54 for its breach of s 40 of the Holidays Act 2003;
- (f) \$1,364.34 for its breach of s 21 of the Holidays Act 2003;
- (g) \$12,812.82 for its breach of s 24 of the Holidays Act 2003;
- (h) \$4,459.67 for its breach of s 25 of the Holidays Act 2003; and
- (i) \$1,500 for its breach of s 12A of the Wages Protection Act 1983.

*Fourth defendant*

[18] I make the following declarations:

- (a) The fourth defendant has breached the minimum entitlement provisions contained in the Minimum Wage Act 1983 by failing to pay minimum wages to Navjot Singh and Harpreet Singh.
- (b) The fourth defendant has breached minimum entitlements and payment for such entitlements under the Holidays Act 2003 to Navjot Singh and Harpreet Singh for holidays and for holiday pay owing at termination of employment.
- (c) The fourth defendant has breached minimum entitlements by seeking and receiving unlawful premiums from Navjot Singh and Harpreet Singh in breach of the Wages Protection Act 1983.

[19] The fourth defendant is ordered to pay the following arrears owed to Navjot Singh to compensate him for unpaid entitlements arising under minimum entitlement provisions prior to 1 April 2016:

- (a) \$15,798.29 for its breach of s 6 of the Minimum Wage Act 1983; and
- (b) \$899.30 for its breach of s 50 of the Holidays Act 2003.

[20] The fourth defendant is ordered to pay Navjot Singh the following amounts of compensation for pecuniary loss suffered by him as a result of breaches of minimum entitlement provisions after 1 April 2016:

- (a) \$17,328.08 for its breach of s 6 of the Minimum Wage Act 1983;
- (b) \$2,156.25 for its breach of s 60 of the Holidays Act 2003;
- (c) \$5,409.38 for its breach of s 24 of the Holidays Act 2003;
- (d) \$1,177.13 for its breach of s 25 of the Holidays Act 2003; and
- (e) \$3,371.25 for its breach of s 12A of the Wages Protection Act 1983.

[21] The fourth defendant is ordered to pay Harpreet Singh the following amounts of compensation for pecuniary loss suffered by him as a result of breaches of minimum entitlement provisions after 1 April 2016:

- (a) \$57,157.16 for its breach of s 6 of the Minimum Wage Act 1983;
- (b) \$80.53 for its breach of s 49 of the Holidays Act 2003;
- (c) \$486.29 for its breach of s 50 of the Holidays Act 2003;
- (d) \$1,998.61 for its breach of s 60 of the Holidays Act 2003;
- (e) \$3,291.08 for its breach of s 21 of the Holidays Act 2003;
- (f) \$5,012.20 for its breach of s 24 of the Holidays Act 2003;
- (g) \$4,408.01 for its breach of s 25 of the Holidays Act 2003; and
- (h) \$6,000 for its breach of s 12A of the Wages Protection Act 1983.

*Sixth defendant*

[22] The sixth defendant was a person involved in breaches of minimum entitlement provisions by the first to fourth defendants in respect of Joga Liddar, Manpreet Sidhu, Dupinder Singh, Navjot Singh and Harpreet Singh, as detailed in paras [9]–[21] of this judgment and declarations are made accordingly.

[23] The sixth defendant is ordered to compensate the five aggrieved employees for suffering pecuniary loss as a result of breaches of minimum entitlement provisions after 1 April 2016 as set out in paras [11], [12], [14], [17], [20] and [21] of this judgment, to the extent that any of the first to fourth defendants are unable to pay the amounts ordered.

[24] Payment of the amounts ordered above (totalling \$516,378.87 gross) in paragraphs [10], [11], [12], [14], [16], [17], [19], [20] and [21] is to be made by the defendants to the Labour Inspector for distribution to the five aggrieved workers (and the Labour Inspector will pay the taxes arising from the gross amounts) in accordance with their entitlements outlined above no later than 22 September 2021.



## **Hearing of remaining matters**

[25] The above orders do not resolve all issues between the parties. A date has been set for the hearing of the remaining matters on 3–5 November 2021.

[26] Timetable orders have been made according to the agreed timetable filed by the parties on 8 September 2021 dealing with the filing of a memorandum of issues, submissions and any supplementary evidence.

Kathryn Beck  
Judge

Judgment signed at 5.15 pm on 10 September 2021