



Employment Court of New Zealand

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MacLeod v Wellington City Transport Limited [2021] NZEmpC 134 (17 August 2021)

Last Updated: 20 August 2021

IN THE EMPLOYMENT COURT OF NEW ZEALAND WELLINGTON

I TE KŌTI TAKE MAHI O AOTEAROA TE WHANGANUI-A-TARA

[\[2021\] NZEmpC 134](#)

EMPC 146/2021

IN THE MATTER OF	an application for a permanent injunction
BETWEEN	HUGH MACLEOD AND OTHERS First Plaintiffs
AND	KITTY TAEWA AND OTHERS Second Plaintiffs
AND	NEW ZEALAND TRAMWAY AND PUBLIC PASSENGER TRANSPORT EMPLOYEES' UNION WELLINGTON BRANCH INCORPORATED Third Plaintiff
AND	WELLINGTON CITY TRANSPORT LIMITED First Defendant
AND	CITYLINE (NZ) LIMITED Second Defendant

Hearing: 28 July 2021
(Heard at Wellington)

Appearances: P Cranney, counsel for the
plaintiffs A Caisley, counsel for the
defendants

Judgment: 17 August 2021

JUDGMENT OF JUDGE B A CORKILL

HUGH MACLEOD AND OTHERS v WELLINGTON CITY TRANSPORT LIMITED [\[2021\] NZEmpC 134](#) [17

August 2021]

[1] On 24 April 2021, I issued an urgent interlocutory judgment restraining, on an interim basis, a lockout of drivers operating bus services.¹ Subsequently, I gave my reasons for making the interim order.² I held the lockout was arguably illegal, and that factors relating to the balance of convenience and overall justice favoured the grant of relief.

[2] A persuasive point was that the Court could accommodate an urgent fixture at which substantive issues arising from the proceeding could be considered and resolved.³

[3] However, counsel then requested that the scheduling of the substantive fixture be deferred, because bargaining, including at mediation, was continuing which may have seen any issues about the legality of the lockout being resolved.

[4] By 24 May 2021 a settlement had not been reached. Counsel accordingly requested a substantive hearing date.

[5] On 28 July 2021, the proceeding came on for hearing. I heard evidence from both sides, as well as full submissions.

[6] In the course of the hearing, I was also advised that the parties had earlier that day concluded terms of settlement, which were to be placed before the Union for ratification the following day.

[7] One of the terms of settlement was that the parties were to have 28 days within which to resolve litigation issues at mediation. At the conclusion of the hearing, counsel advised that they would not, in those circumstances, require a judgment for that period of 28 days. Further, if the litigation issues were to be settled, they would not require a judgment at all.

[8] Accordingly, in these unusual circumstances it was agreed that the Court not commence consideration of its judgment until after the period of 28 days following

1 *MacLeod v Wellington City Transport Ltd* [2021] NZEmpC 54.

2 *MacLeod v Wellington City Transport Ltd* [2021] NZEmpC 55.

3 At [66].

ratification. Leave was reserved to apply for an extension of that period, if necessary. Were the settlement terms not to be ratified, the Court would not defer its consideration of its judgment.

[9] On 29 July 2021, I was advised that the terms of settlement had indeed been ratified, so that the 28-day period for deferment of the Court's judgment applied.

[10] Today, I have received a notice of discontinuance and a confirmation that there is no issue as to costs.

[11] That being the case, I confirm I will not be considering and issuing a formal judgment with regard to the plaintiffs' claims and the defendants' opposition to those.

[12] The file in relation to this proceeding is accordingly closed.

B A Corkill Judge

Judgment signed at 1.55 pm on 17 August 2021

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