



Employment Court of New Zealand

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Shalini Limited v A Labour Inspector [2019] NZEmpC 186 (12 December 2019)

Last Updated: 17 December 2019

IN THE EMPLOYMENT COURT OF NEW ZEALAND AUCKLAND

I TE KŌTI TAKE MAHI O AOTEAROA TĀMAKI MAKĀURAU

[\[2019\] NZEmpC 186](#)

EMPC 194/2019

IN THE MATTER OF	a challenge to a determination of the Employment Relations Authority
AND IN THE MATTER OF	an application for variation to order staying execution
BETWEEN	SHALINI LIMITED Plaintiff
AND	A LABOUR INSPECTOR Defendant

Hearing: On the papers

Appearances: M Keall, counsel for plaintiff
M Urlich and Martin Denyer, counsel for
defendant

Judgment: 12 December 2019

INTERLOCUTORY JUDGMENT (NO 2) OF JUDGE M E PERKINS

(Application for variation to order staying execution)

[1] On 22 November 2019 the Court issued a judgment¹ staying execution of the monetary awards contained in a determination of the Employment Relations Authority dated 6 June 2019.²

[2] The stay was granted on the condition that within 14 days from the date of the judgment the plaintiff pay the sum of \$30,000 to the Registrar of the Employment Court. The money paid into Court was to be held in an interest-bearing account and to be paid out on further order of a Judge of the Court.

1 *Shalini Ltd v A Labour Inspector* [\[2019\] NZEmpC 170](#).

2 *A Labour Inspector v Shalini Ltd* [\[2019\] NZERA 334](#).

SHALINI LIMITED v A LABOUR INSPECTOR [\[2019\] NZEmpC 186](#) [12 December 2019]

[3] A further condition was that the order staying execution of the determination would lapse if the money ordered to be paid into Court was not paid within the time specified.

[4] Counsel for the plaintiff has now filed a memorandum advising that the plaintiff is unable to pay the money into Court in one lump sum. It proposes payment by instalments by way of a down-payment of \$3,000 and 27 consecutive monthly payments of \$1,000 on the first business day of each month starting in January 2020.

[5] Counsel for the defendant has filed a memorandum in reply advising that the proposal is unacceptable to the defendant. If any variation is to be made, however, counsel for the defendant seek the imposition of a payment schedule lasting over no more than 12 months.

[6] The order for stay of execution of the monetary awards was made after careful consideration of all of the matters which had been put before the Court both in support of the application and in opposition. The sum ordered to be paid into Court is substantially less than the total monetary awards contained in the determination of 6 June 2019. The application to vary the order is not acceptable. There can be no guarantee that the plaintiff will be able to meet the proposed schedule of payments. Counsel for the defendant indicate that the plaintiff, even now, is in default under the record of settlement dealing with arrears of wages and holiday pay owing to the employees involved in this matter.

[7] The proposal now made is unsatisfactory. The conditions for stay of execution of the determination have not been met and the order for stay accordingly lapses. There is no reason why the defendant Labour Inspector should be now deprived of the ability to take steps to enforce the Authority's orders.

[8] The application for variation is accordingly declined.

Judgment signed at 4 pm on 12 December 2019

M E Perkins Judge

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