

**IN THE EMPLOYMENT RELATIONS AUTHORITY  
CHRISTCHURCH**

**I TE RATONGA AHUMANA TAIMAHI  
ŌTAUTAHI ROHE**

[2025] NZERA 396  
3294299

BETWEEN	DHARAMJEET SINGH Applicant
AND	MAJESTYWOODS LIMITED First Respondent
AND	MAJESTY CARE NZ LIMITED Second Respondent
AND	NAVNEET DHIMAN Third Respondent
AND	RAMANPREET SINGH Fourth Respondent

Member of Authority: Peter van Keulen

Representatives: Maryline Suchley, advocate for the Applicant  
Ashleigh Fechny, advocate for the Respondent

Investigation Meeting: 17 February 2025 in Christchurch

Submissions Received: 10 March 2025 and 4 April 2025 from the Applicant  
26 March 2025 from the Respondent

Date of Determination: 4 July 2025

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**DETERMINATION OF THE AUTHORITY**

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**Employment relationship problem**

[1] Dharamjeet Singh was recruited by Majestywoods Limited to work for it in New Zealand as a woodworker and/or furniture maker, whilst he was in India. Mr Singh signed an employment agreement with Majestywoods on 14 November 2023. He was granted an Accredited Employer Work Visa sponsored by Majestywoods on 1 December 2023.

[2] Mr Singh alleges that Majestywoods required him to pay \$33,000 for his work visa; he was told this was to cover lawyer fees, job check, advertisement, and the fees for the visa.

[3] Mr Singh arrived in New Zealand on 13 January 2024 to commence work. However, Mr Singh did not work as a woodworker or furniture maker for Majestywoods, rather he worked as a sales assistant in Majestywoods' furniture store and worked as a cleaner for Majesty Care NZ Limited.

[4] Mr Singh says that in the course of his work:

(a) He was bullied by the directors of both companies, Navneet Dhiman and Ramanpreet Singh.

(b) He was not given rest or meal breaks when he worked.

(c) He worked more than 30 hours per week (this being the normal hours of work recorded in his employment agreement) but was not paid for all of the work that he did.

(d) He received a written warning for performance and behaviour concerns with his cleaning duties, which was unjustified.

(e) He was then unjustifiably dismissed.

[5] Majestywoods denies demanding and receiving \$33,000 from Mr Singh.

[6] Majestywoods and Majesty Care say:

(a) Mr Singh did not have the necessary skills or training to work as woodworker or furniture maker despite what he had told them when he was recruited, so they gave him work as a sales assistant and cleaning.

(b) Both Mr Dhiman and Mr R Singh got on well with Mr Singh and he was not bullied by them.

(c) Mr Singh worked on average 31 hours per week between both roles and was paid for 31 hours each week he was employed. There was enough time in Mr

Singh's working day for him to take rest and meal breaks and he should have taken them.

- (d) Mr Singh was given a written warning as part of a process that Majesty Care was working through with him in his cleaning role; Majesty Care had raised concerns with him and when there was no improvement it issued a written warning. The warning was justified in the circumstances.
- (e) Mr Singh was dismissed by Majestywoods and Majesty Care because he had been dishonest about his work experience, he had been dishonest about sick leave he had taken, and he had performed poorly and behaved badly in his cleaning role (for which he had received two verbal warnings and one written warning). Mr Singh's dismissal was justified in the circumstances.

### **The Authority's investigation**

[7] Mr Singh raised personal grievances for unjustified action causing disadvantage and unjustified dismissal. He then lodged a statement of problem in the Authority, which set out claims for:

- (a) Repayment of \$33,000 being an unlawful premium demanded by the respondents and paid by Mr Singh.
- (b) Personal grievances for unjustified action causing disadvantage relating to failing to provide rest and meal breaks, failing to provide a safe workplace (bullying) and the written warning.
- (c) A personal grievance for unjustified dismissal.
- (d) Wage arrears for unpaid work.
- (e) Orders against Mr Dhiman and Mr R Singh as persons involved in the breaches pursuant to ss 142W and 142Y of the Employment Relations Act 2000 (the Act).

[8] I investigated this employment relationship problem by receiving written evidence and documents, holding an investigation meeting on 17 February 2025 and assessing the written submissions of the parties' representatives.

[9] In my investigation meeting, under oath or affirmation, the witnesses confirmed their written statement and gave oral evidence in answer to questions from myself and the parties' representatives.

[10] As permitted by s 174E of the Act I have not recorded all the evidence and submissions received, in this determination. I have set out my findings of fact and law, then based on this I have expressed conclusions on issues as necessary to dispose of the matter, and then I have specified the orders made as a result.

## **Unlawful premium**

### *Issues*

[11] Pursuant to s 12A Wages Protection Act 1983, no employer may seek or receive a premium for employment from any person employed by it (or proposed to be employed by it) and if this occurs then the employee may recover the amount paid, as a premium, through the Authority.

[12] To resolve Mr Singh's claim for repayment of an alleged premium I must decide, on the evidence I have received, whether Majestywoods demanded a payment for employment from Mr Singh and if so, if he paid it.

### *Analysis*

[13] Mr Singh said that in early 2023 when there were discussions about him being employed by Majestywoods, he was contacted by Mr Dhiman who asked him to pay 16 Lakh 54,000 Indian Rupees, for the work visa he would need. He said he was told to pay the money to a relative of Mr Dhiman.

[14] Mr Singh said he paid 5 Lakh Indian Rupees in cash to Mr Dhiman's relative on 13 May 2023.

[15] Mr Singh said he subsequently received a message from Mr Dhiman telling him to pay the balance of 11 Lakh and 54,0000 Indian Rupees to Mr R Singh's father. He said he paid this amount in cash to Mr R Singh's father on 15 December 2023.

[16] When questioned about this evidence Mr Singh told me his father had paid the cash amounts; he asserted however that it was his money.

[17] Mr Dhiman and Mr R Singh categorically denied ever seeking payments from Mr Singh and specifically Mr Dhiman said he never asked Mr Singh to pay the amounts to his relative or Mr R Singh's father either verbally or in any message.

[18] The difficulty I have with this claim for repayment is that there is insufficient evidence to prove that Mr Singh made cash payments to anybody for Majestywoods as a premium for obtaining his work visa or offering him employment. There is simply Mr Singh's inconsistent written and verbal evidence and written and verbal evidence from Mr Dhiman and Mr R Singh. There is no credible contemporaneous documents to support this nor any additional credible evidence that proves Mr Singh's claim.

[19] In the circumstances I cannot conclude that a premium was demanded by Majestywoods and subsequently paid by Mr Singh.

[20] Mr Singh's claim in connection with an unlawful premium is not successful.

### **Unjustifiable action causing disadvantage**

#### *Issues*

[21] A personal grievance for unjustifiable action causing disadvantage to an employee's employment is set out in s 103(1)(b) of the Act. This states that an employee may have a personal grievance where the employee's employment or any condition of employment is or was affected to the employee's disadvantage by some unjustifiable action by their employer.

[22] Based on section 103(1)(b) of the Act, the questions to be addressed in respect of a personal grievance for unjustifiable action causing disadvantage to an employee's employment are:

- (a) What does the employee complain of in terms of the employer's actions and did the employer act as alleged?
- (b) If so, did the actions cause any disadvantage to the employee's employment or a condition of employment?
- (c) If so, were the employer's actions unjustifiable?

[23] As a first step then for each unjustified action grievance I must decide if Majestywoods and/or Majesty Care acted as alleged by Mr Singh? So, that is, did either or both of them:

(a) Fail to provide Mr Singh with rest and meal breaks whilst he was working?

(b) Fail to provide Mr Singh with a safe workplace, in that he was bullied by Mr Dhiman and/or Mr R Singh?

(c) Issue Mr Singh with a written warning?

[24] If any of the actions occurred, I will then assess if the actions caused disadvantage to Mr Singh's employment. Then, if the actions did cause a disadvantage to Mr Singh's employment I will consider if Majestywoods and/or Majesty Care's actions were unjustified.

*Did Majestywoods and/or Majesty Care fail to provide rest and meal breaks?*

[25] When Mr Singh commenced work in January 2024, he worked in Majestywoods' furniture store as a sales assistant and for Majesty Care as a cleaner.<sup>1</sup>

[26] Mr Singh's evidence was that he worked more than 30 hours per week across both jobs; he would clean various properties in the morning or late evening and then work at the furniture store from late morning or early afternoon. And, importantly Mr Singh said he did not have enough time when cleaning, travelling between cleaning sites and to the furniture store, or whilst working in the store, to take breaks.

[27] Mr Dhiman said the work Mr Singh was doing both cleaning and in the store was structured in a way that he could take breaks, he simply had to manage his time and ensure he did take them.

[28] Again, I am left with an absence of evidence to support Mr Singh's claim about rest and meal breaks. Contrary to this I find Mr Dhiman's evidence to be credible and realistic

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<sup>1</sup> That this work was different from the work Mr Singh was employed to do – as set out in Mr Singh's employment agreement and the work visa – is accepted by all the parties. The reason for this is disputed, however, I do not need to resolve the dispute over why the work Mr Singh did was different in order to resolve the employment relationship problem.

given the evidence about Mr Singh's cleaning role and the cleaning jobs he did and his role in the furniture store.

[29] I am not satisfied on the evidence I received that Majestywoods and/or Majesty Care failed to provide Mr Singh with rest and meal breaks.

[30] As the actions complained of by Mr Singh are not proven his personal grievance relating to rest and meal breaks is not established.

*Did Mr Dhiman and/or Mr R Singh bully Mr Singh?*

[31] Mr Singh made some unspecific and general allegations about Mr Dhiman's and Mr R Singh's behaviour toward him. This evidence lacked detail and in the face of Mr Dhiman's evidence in particular was not credible.

[32] I am not satisfied on the evidence I received that Mr Dhiman and/or Mr R Singh bullied Mr Singh.

[33] As the actions complained of by Mr Singh are not proven his personal grievance relating to failing to provide a safe workplace is not established.

*Did Majestywoods and/or Majesty Care issue a written warning to Mr Singh?*

[34] On 28 March 2024 Majestywoods and Majesty Care issued a written warning to Mr Singh. The warning was for irresponsible behaviour in the workplace, which included standard of work when cleaning and interactions with clients.

*Did the written warning cause a disadvantage to Mr Singh's employment?*

[35] The written warning caused a disadvantage to Mr Singh's employment.

*Were Majestywoods and/or Majesty Care's actions in issuing the written warning justified?*

[36] In coming to the decision to issue Mr Singh with a warning Majestywoods and Majesty Care failed to act justifiably as required by s 4(1A) and s 103A of the Act.

[37] To act justifiably in relation to performance or disciplinary matters an employer needs to:

- (a) Properly investigate the concerns about performance and conduct.
- (b) Set out any concerns, provide relevant information and explain the possible implications of an adverse finding, for the employee so that they can respond to them.
- (c) Provide the employee a reasonable opportunity to respond to the concerns.
- (d) Consider the response given by the employee before making its decision on what occurred and what sanction should be imposed, if any.
- (e) Show that any conclusion reached as to what occurred and what the sanction should be are conclusions that a fair and reasonable employer could come to in all circumstances.

[38] On the evidence I received Majestywoods and Majesty Care did not meet these requirements:

- (a) I accept that Mr Dhiman did investigate its concerns about Mr Singh's cleaning work; he did this by reviewing the work and speaking to clients.
- (b) Mr Dhiman said he had a meeting with Mr Singh to discuss the concerns on 16 March 2024. However, I do not accept this was sufficient in terms of setting out the concerns with detail, nor did Mr Dhiman warn Mr Singh appropriately about the consequences if the poor work or conduct was proven.
- (c) Mr Singh did not have a proper opportunity to explain or respond to Mr Dhiman, either in the meeting or after it.
- (d) As Majestywoods and Majesty Care did not give Mr Singh a proper opportunity to respond to the concerns, they were unable to consider any response or feedback Mr Singh might have had.
- (e) In the circumstances the decision to issue the written warning was not one that a fair and reasonable employer could come to.

[39] Essentially, what happened was that Mr Dhiman and Mr R Singh became dissatisfied with Mr Singh's work. They proceeded to deal with their unhappiness without a fair process, thinking they simply needed to tell Mr Singh what they saw as being problematic and advise him he needed to improve, which they did do. But this was not enough and in issuing the warning the actions Majestywoods and Majesty Care were not justified.

[40] By issuing Mr Singh with a written warning Majestywoods and Majesty Care acted unjustifiably and this caused disadvantage to Mr Singh's employment. Mr Singh has established a personal grievance for unjustified action.

*Conclusion on Mr Singh's personal grievances for unjustifiable action causing disadvantage*

[41] Mr Singh has a personal grievance for unjustifiable action causing disadvantage in relation to the written warning he received.

**Unjustifiable dismissal**

*Issues*

[42] The issues for Mr Singh's unjustifiable dismissal grievance are:

- (a) Was Mr Singh dismissed; and
- (b) If so, were the actions of Majestywoods and/or Majesty Care in deciding to dismiss Mr Singh, justifiable?

[43] In this case Mr Singh was dismissed by Majestywoods and Majesty Care – they gave Mr Singh notice of dismissal, with immediate effect, on 10 April 2024.

[44] The question I must answer is, was Mr Singh's dismissal justified.

*Was Majestywoods and/or Majesty Care's dismissal of Mr Singh justified?*

[45] The test for justification is set out in s 103A of the Act; the test being whether the actions of the employer were what a fair and reasonable employer could have done in all the circumstances. Applying that test here the question is whether Majestywoods' and Majesty Care's actions in reaching the decision to dismiss Mr Singh were the actions a fair and

reasonable employer could have done in all the circumstances at the time. This applies to both the steps taken to reach the decision and the justification for the decision.

[46] As set out above, justification requires Majestywoods and Majesty Care to show that:

- (a) They properly investigated the concerns about Mr Singh's performance and conduct.
- (b) They set out their concerns, provided relevant information and explained the possible implications of an adverse finding including that dismissal was possible, for Mr Singh so that he could respond.
- (c) They provided Mr Singh a reasonable opportunity to respond.
- (d) They considered Mr Singh's response before they made their decision on what occurred and what sanction should be imposed, if any.
- (e) The decision to dismiss Mr Singh was a conclusion that a fair and reasonable employer could come to in all circumstances.

[47] My analysis of whether the dismissal of Mr Singh was justified is very straightforward. The evidence shows that Majestywoods and Majesty Care did not meet any of the requirements set out. Mr Singh was simply sent an email on 10 April 2024 giving him notice of dismissal.

[48] In these circumstances Majestywoods and Majesty Care did not act as a fair and reasonable employer could and Mr Singh has a personal grievance for unjustified dismissal.

### **Remedies for Mr Singh's personal grievances**

[49] As Mr Singh has been successful with two personal grievances, I must turn to consider what remedies he may be entitled to. In this regard, I may award any of the remedies provided for under s 123 of the Act.

### *Compensation*

[50] Turning to compensation, this is an award for the humiliation, loss of dignity and injury to feelings that an applicant suffers and is made pursuant to s 123(1)(c)(i) of the Act.

[51] My task is to quantify the harm and loss caused by the humiliation, loss of dignity and injury to feelings arising out of his dismissal and recent decisions of the Employment Court provide guidance on this exercise of quantification.<sup>2</sup>

[52] Mr Singh's evidence about the impact of how he was treated by Majestywoods and Majesty Care included that he was depressed, had health issues, did not feel safe, was stressed and felt degraded.

[53] In assessing what this means in terms of Mr Singh's loss and then quantifying that loss, I have attributed, as best I can, these feelings to the two unjustified actions and made an assessment of loss arising from each. Based on this I assess the quantum of compensation to be \$6,000 for the unjustified disadvantage grievance and \$15,000 for the unjustified dismissal.

### *Reimbursement*

[54] If Mr Singh has lost remuneration because of his personal grievances then pursuant to sections 123 and 128 of the Act, I may reimburse him for his lost remuneration. The starting point for the reimbursement amount is the lesser of three months ordinary time remuneration or the actual lost remuneration. If the actual loss is the greater amount, then I may, in exercising my discretion, award more than three months ordinary time remuneration up to an amount of the actual loss.

[55] As a result of his unjustified dismissal Mr Singh was without work and therefore lost remuneration. My starting point is three months ordinary time remuneration; this is \$11,999 (\$923 gross weekly pay x 13 weeks). Mr Singh submits that his actual lost remuneration was \$11,076.96 – this is the lesser amount and is therefore the amount I award as reimbursement to Mr Singh.

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<sup>2</sup> *Stormont v Peddle Thorp Aitken Ltd* [2017] NZEmpC 71, *Waikato District Health Board v Kathleen Ann Archibald* [2017] NZEmpC 132, *Richora Group Ltd v Cheng* [2018] NZEmpC 113.

### *Contribution*

[56] As I have awarded remedies to Mr Singh, I must now consider whether he contributed to the situation that gave rise to his grievance.<sup>3</sup> This assessment requires me to determine if Mr Singh behaved in a manner that was culpable or blameworthy, and this behaviour contributed to his grievance.<sup>4</sup>

[57] Having assessed the evidence I conclude that Mr Singh did not act in a manner that contributed to his grievances such that his remedies should be reduced.

### **Wage arrears**

[58] Mr Singh was paid a regular wage of 31 hours per week at the rate of \$29.78; this is \$923 gross.

[59] Mr Singh's claim for wage arrears is based on his own record keeping of the hours he worked which he said was more than 31 hours each week. He quantifies the amount of arrears he should be paid as \$7,979.24

[60] Majestywoods and Majesty Care accept that in making a regular weekly wage payment they did not pay Mr Singh correctly for all the hours he worked. They quantify the wage arrears as \$1,874.05.

[61] I have reviewed the documentary evidence recording the hours of work attributed to Mr Singh from both parties. Based on this:

- (a) I conclude that the hours recorded by Majestywoods for the work Mr Singh undertook at its furniture store are accurate. Mr Singh's records of the hours worked at the store are slightly higher but I think he has simply overestimated his start and finish times.
- (b) In contrast, I conclude that the hours recorded by Majesty Care for Mr Singh's cleaning work are inaccurate and underreport the time Mr Singh worked. It appears that Majesty Care has recorded the time it had apportioned for the cleaning work to take Mr Singh rather than the actual hours worked. I am not

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<sup>3</sup> Section 124 of the Act.

<sup>4</sup> *Xtreme Dining Ltd v Dewar* [2016] NZEmpC 136

satisfied that Majesty Care had a robust and clear system for recording the actual hours of work undertaken by employees completing cleaning jobs.

(c) And, I also conclude on the evidence, that Mr Singh's records of the hours he worked on cleaning jobs for Majesty Care are inaccurate; I believe they are overstated.

[62] In the end I have decided to reduce Mr Singh's record of the hours he spent working for Majesty Care on cleaning jobs by the same percentage that his hours recorded for work at Majestywoods' store were out.

[63] After applying this reduction, I have added the two sets of hours together (Majestywoods' hours for work at the store and Mr Singh's hours for work cleaning) and multiplied the total hours worked by Mr Singh's wage rate. I have then deducted the amount Mr Singh was paid by Majestywoods and Majesty Care. This leaves a shortfall of \$4,079. This is the amount of wage arrears to be paid to Mr Singh.

#### **Persons involved in the breaches**

[64] In the statement of problem Mr Singh sought orders against Mr Dhiman and Mr R Singh as persons involved in the breaches pursuant to ss 142W and 142Y of the Act.

[65] The provisions in the Act that provide for liability for "persons involved in breaches" relate to breaches of employment standards by employers. I have not made any findings on breaches of employment standards and therefore there is no basis for me to make orders against Mr Dhiman and Mr R Singh personally.

[66] The advocate for Mr Singh, in her written submissions, sought (as an alternative) penalties against Mr Dhiman and Mr R Singh for Majestywoods' and/or Majesty Care's failure to pay correct wages, failure to keep accurate time and wage records and for the premium sought. A penalty is also sought for Majesty Care's failure to provide Mr Singh with a written employment agreement.

[67] Given my findings I cannot award penalties against Mr Dhiman and Mr R Singh as persons involved in breaches of employment standards. Other than this it is not clear what the basis for awarding penalties is – possibly aiding and abetting a breach of Mr Singh's employment agreement but I am not satisfied that this is appropriate in this case.

[68] I will not make any orders against Mr Dhiman and Mr R Singh.

### **Summary and orders**

[69] Majestywoods and Majesty Care acted unjustifiable in issuing Mr Singh with a written warning, and this caused disadvantage to Mr Singh's employment.

[70] Majestywoods and Majesty Care unjustifiably dismissed Mr Singh.

[71] In settlement of these two personal grievances Majestywoods and Majesty Care must pay Mr Singh:

(a) \$21,000.00 for compensation pursuant to s 123(1)(c)(i) of the Employment Relations Act 2000.

(b) \$11,076.96 for lost remuneration pursuant to s 123(1)(b) of the Employment Relations Act 2000.

[72] Majestywoods and Majesty Care failed to pay Mr Singh the correct wage amount for all the hours that worked. Majestywoods and Majesty Care must pay Mr Singh \$4,079 (gross).

[73] All other claims advanced by Mr Singh are dismissed.

### **Costs**

[74] Costs are reserved. The parties are encouraged to resolve any issue of costs between themselves.

[75] If the parties are unable to resolve costs, and an Authority determination on costs is needed, Mr Singh may lodge, and then should serve, a memorandum on costs within 28 days of the date of this determination. From the date of service of that memorandum Majestywoods and Majesty Care will then have 14 days to lodge any reply memorandum. On request by either party, an extension of time for the parties to continue to negotiate costs between themselves may be granted.

[76] The parties can anticipate the Authority will determine costs, if asked to do so, on its usual “daily tariff” basis unless circumstances or factors, require an adjustment upwards or downwards.<sup>5</sup>

Peter van Keulen  
Member of the Employment Relations Authority

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<sup>5</sup> For further information about the factors considered in assessing costs see:  
[www.era.govt.nz/determinations/awarding-costs-remedies/#awarding-and-paying-costs-1](http://www.era.govt.nz/determinations/awarding-costs-remedies/#awarding-and-paying-costs-1)