

**IN THE EMPLOYMENT RELATIONS AUTHORITY  
AUCKLAND**

**I TE RATONGA AHUMANA TAIMAHI  
TĀMAKI MAKAURAU ROHE**

[2025] NZERA 212  
3333760

BETWEEN	SUKHRAJ SINGH Applicant
AND	R & R RELIEF DRIVERS LIMITED First Respondent
AND	ROGER WAYNE RAYMOND Second Respondent

Member of Authority: Nicola Craig

Representatives: Leilua Alofa, advocate for the applicant  
Roger Raymond for the respondents

Investigation Meeting: On the papers

Submissions Received: 14 March 2025 from the applicant  
24 and 27 March 2025 from the respondents  
15 April 2025

Determination:

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**DETERMINATION OF THE AUTHORITY**

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**Employment relationship problem**

[1] Sukhraj Singh seeks a compliance order with a payment obligation in a settlement agreement under s 149 of the Employment Relations Act (the Act) which he entered into with R & R Relief Drivers Limited (R & R or the company). Roger Wayne Raymond is the sole director and shareholder of R & R.

## **The Authority's investigation**

[2] The Authority held a case management conference with Mr Singh, his representative and Mr Raymond, representing himself and the company. At that point Mr Raymond expressed some optimism about R & R being paid by an Australian customer and Mr Singh's representative wished to discuss with Mr Redmond the possibility of payment then being forthcoming. Time was allowed for them to do so with a timetable set for the provision of any evidence and submissions if resolution was not reached. The parties agreed that if needed, this matter could be dealt with on the papers, considering written material provided.

[3] Mr Singh's representative later told the Authority that he had been unable to have discussion with Mr Redmond, as the latter had not appeared for an arranged meeting by audio-visual link. Submissions for Mr Singh were provided. Mr Redmond then apologised for not replying earlier as he had been under a lot of stress. He indicated he would send more information which he did a few days later.

[4] As Mr Raymond said he was working on the company budget to see what could be afforded and when, R & R was given a few more days to provide further material. Nothing was received. The parties were then informed that the matter was to be determined.

[5] I proceed to determine this matter on the papers.

## **Settlement agreement**

[6] Mr Singh and R & R entered into a settlement agreement which was signed on 31 May 2024 by a mediator with the Ministry of Business, Innovation and Employment.

[7] In that agreement, R & R committed to pay Mr Singh, without admission of liability, on or before 30 June 2024, \$6,000 under s 123(1)(c)(i) of the Act. Payment of \$1,500 was made but then nothing further was received either before or after Mr Singh lodged in the Authority.

[8] Mr Raymond describes trying to keep the business afloat to ensure that those who are owed money are paid.

[9] I conclude that R & R breached the settlement agreement by failing to pay the full amount owing within the time specified. A substantial portion is still outstanding.

## **Remedies**

[10] The time for R & R to make payment under the settlement agreement is well past. R & R has paid \$1,500 of the \$6,000 owed to Mr Singh. Thus \$4,500 remains outstanding.

[11] In those circumstances I exercise the discretion, under s 137(1)(b) of the Act, to order compliance with the payment obligation in the settlement agreement.

[12] In his statement of problem Mr Singh sought compensation under s 123(1)(c)(i) of the Act. Submissions on his behalf identified \$9,000 as the amount sought to account for the time, hardships and distress he has endured in not receiving his funds.

[13] The settlement agreement provides that it is in full and final settlement of all matters that are or may be outstanding between the parties arising out of their employment relationship. Compensation under s 123 of the Act is available solely for personal grievances. On the material before the Authority, Mr Singh was not employed by R & R after the settlement agreement was entered into and so he cannot bring a personal grievance about events after settlement. He is restricted to the sum agreed in the settlement agreement.

[14] No penalty is sought against R & R.

[15] Mr Raymond is identified as second respondent in this matter. He did not personally take on any obligations in the settlement agreement and so no orders are made against him.

## **Costs**

[16] Costs of approximately \$5,500 plus GST are sought. This seems a large amount to relate exclusively to enforcement of a settlement agreement. No invoices have been provided.

[17] Mr Singh is entitled to reimbursement of the Authority's filing fee of \$71.55 as he has been successful in this action.

[18] Costs regarding representation are reserved. If Mr Singh wishes to seek a contribution to his representation costs then he should lodge and serve a memorandum

on costs within 14 days of the date of this determination. From the date of service of that memorandum R & R would then have 14 days to lodge any reply memorandum.

### **Orders**

[19] Within 14 days of the date of this determination R & R Relief Drivers Limited is to:

- Comply with the settlement agreement with Sukraj Singh and pay him \$4,500.00 without deduction; and
- Pay Mr Singh \$71.55 for the Authority's filing fee.

Nicola Craig  
Member of the Employment Relations Authority