

**IN THE EMPLOYMENT RELATIONS AUTHORITY
AUCKLAND**

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

[2025] NZERA 760
3298359

BETWEEN RISHANT KUMAR
Applicant
AND IPG CORPORATION LIMITED
Respondent

Member of Authority: Sarah Blick
Representatives: Kajal Khaled, representative for the applicant
Dennis Parbhu, for the respondent
Investigation meeting: 11 September 2025 by audio visual link
Submissions and further information received: At the investigation meeting
20 October 2025 from the respondent
Determination: 25 November 2025

DETERMINATION OF THE AUTHORITY

Employment relationship problem

[1] Rishant Kumar was employed by IPG Corporation Limited (IPG) as a labourer from July 2022 until April 2024. He says he has a personal grievance for unjustified disadvantage relating to alleged bullying and harassment, and a redundancy process which led to the end of his employment. He also brings personal grievance for unjustified dismissal.

[2] IPG denies Mr Kumar made it aware of any bullying and harassment during his employment, it first being raised by him after notice of termination for redundancy was given. IPG further says full consultation occurred in the months leading up to the redundancy of Mr Kumar's role, such that his dismissal was justified. It denies Mr Kumar has any grievances.

The Authority's process

[3] There were delays in progressing this matter, which IPG attributes to Mr Kumar abandoning the matter after mediation, then later attempting to bring it back before the Authority. IPG suggested allowing the claim to be heard now was not fair and it should not be allowed. However, there were no time limitation issues that would preclude the Authority from hearing and determining this matter, except in relation to a 90-day issue relating to the bullying and harassment claim, which is addressed below.

[4] The Authority received witness statements from Mr Kumar and IPG's director Dennis Parbhu. They gave evidence under affirmation at the Authority investigation meeting which was held by audio visual link.

[5] As permitted by s 174E of the Employment Relations Act 2000 (the Act) this determination has stated findings of fact and law, expressed conclusions on issues necessary to dispose of the matter and specified orders made. It has not recorded all information received and considered.

The issues

[6] The issues for investigation and determination are:

- (a) Does Mr Kumar have a personal grievance for unjustified dismissal?
- (b) Does he have personal grievances for unjustified disadvantage relating to the redundancy process followed, and in relation to alleged bullying and harassment?
- (c) If a personal grievance is established, what remedies if any, should be awarded?

Background

[7] Mr Kumar started employment with IPG on an individual employment agreement on 4 July 2022, when he was 16 years old. He worked solely on the construction of a new hotel in Auckland during his employment. Mr Parbhu says Mr Kumar was trained in crane operations at the worksite and when the crane was removed from the site, they found other tasks for him to do, to keep him in employment.

Alleged bullying and harassment

[8] Mr Kumar claims he experienced repeated bullying behaviour from a person who worked onsite in a supervisory role. Mr Kumar has provided screenshots of text messages dated August and September 2023 between him and the worker, relating to the worker's requests to Mr Kumar to come to work.

[9] Mr Parbhu denies Mr Kumar ever raised the worker's conduct as an issue during his employment. He further says the worker was a fatherly figure to Mr Kumar and they were friends.

[10] Mr Kumar says he raised the worker's treatment of him with IPG's project manager on site (PM), but says he was told the worker was older than him and he should respect him. He acknowledged he did not raise the issue with Mr Parbhu who was often on site.

Project completion

[11] Mr Parbhu says after four years of construction time, the hotel project was coming to an end. He said there had been nearly 100 people working on site whereas at the tail end there were less than 10 people. Mr Parbhu asserts Mr Kumar was aware the work of contractors was ending, employees were being made redundant, and the construction site was closing down. He maintains Mr Kumar was fully aware that IPG was a company in charge of one single project and there would be no more work after the completion of the project. He says Mr Kumar was fully aware his role would also "eventually become redundant" - whether they had said anything or not he would have realised it was coming to an end.

[12] In his oral evidence Mr Kumar stated he was told other projects may come up – and referred to an office building next to the hotel project. Mr Parbhu acknowledges there was originally no intention to shutter IPG as a company, but after the COVID-19 pandemic, in 2023 the company was closing down and key staff had to be let go.

[13] Mr Parbhu referred to IPG holding a shared lunch with contractors and employees during which workers were told the site was nearing completion. Mr Kumar acknowledged in oral evidence that he attended this gathering, but that a date for completion was not given as at the time. Both witnesses were vague on the date of the shared lunch.

Redundancy letter

[14] Mr Kumar says on 8 March 2024 he was handed a letter referring to his “Redundancy Notice due to Completion of Construction Project”. The letter stated following the successful completion of the construction project, Mr Kumar’s position was “no longer required”. It stated the decision was a “direct result of the project reaching its completion stage and the subsequent reduction in workforce needs”. It confirmed his last working day would be 7 April 2024. The letter stated IPG was committed to providing necessary assistance and would arrange a meeting with Mr Parbhu to address any questions or concerns he may have and provide guidance on next steps.

[15] Mr Kumar says when his employment ended there were still contractors on site. He believes the project was about 90% completed. Mr Parbhu countered that it was only furniture and remedial work that was left to be done towards the end of the employment. He said there was pressure to open the hotel, which opened for bookings on 7 March 2024 in time for a P!nk concert on 8 March 2024.

Mr Kumar raises personal grievances

[16] Email correspondence between the parties after notice was given has been provided to the Authority.

[17] On 25 March 2024 Mr Kumar’s representative wrote to IPG raising personal grievances in relation to an unjustified dismissal and unjustified disadvantage relating to the redundancy process and decision.

IPG produces consultation notes

[18] An email from IPG’s PM on 27 March 2024 attached a two-page handwritten document which he referred to as a “consultation letter” (the notes). The PM stated he “did 2 to 3” consultations with Mr Kumar but could not find notes for the second and third consultations. The notes are dated 23 November 2023 and are in dialogue format, with the PM and Mr Kumar as the speakers. They relevantly state:¹

PM: Hi Rishant, thank you for your time on site today, I want to start by saying that I understand this **news may come as a sock [sic]**, and I appreciate your willingness to have this discussion

¹ Emphasis added.

RK: Thanks for letting me know. I'm not surprised, as I am aware project nearly finished

PM: I completely understand. This isn't an easy conversation for either of us. I want you to know that **this decision was not made lightly [sic]** and is based on changes in our business needs

RK: Can you tell more about if any other work available?

PM: Of course. Over the past few months, we have been assessing our team structure and considering the evolving needs of our company. Unfortunately due to project completion **we had to make some difficult decision, including the need to reduce our workforce.**

RK: I see. So what does this mean for my job?

PM: **I am sorry to say that your position is one of those affected** by the redundancy. This means that **your role will be phased out in the coming 2 to 3 months and your employment with us will end.** However, I want to assure you that we are committed to supporting your through this transition.

RK: What kind of support available?

PM: Offering to help you with your job search, including resume writing assistance, interview coaching, and networking support.

RK: That [sic] helpful to know. What are my options moving forward?

PM: While we unfortunately **won't be able to retain you**, there **may be opportunities for redeployment** within company if suitable position becomes available...

[19] Mr Parbhu gave oral evidence that his desk and the PM's desk was next to each other in the office onsite, which Mr Kumar has not disputed. In oral evidence Mr Parbhu stated he was present in the office while the conversation in the notes took place. Mr Parbhu says the PM wrote the notes in front of Mr Kumar and had him sign them. He states it was done this way so Mr Kumar had a material understanding of the process. Mr Parbhu asserts that one of the signatures on the notes is Mr Kumar's. When requested to sign the letter he says Mr Kumar acted tough and scribbled for the sake of doing so. He claims there was an absolute lack of respect for the PM and for the process being conducted. Mr Parbhu asserts the process of redundancy was not taken seriously by Mr Kumar and was taken as amusement by him.

[20] Mr Kumar denies having any meeting with the PM, or anyone else to discuss a proposal before being given the redundancy letter. He denies signing or scribbling a signature on the notes.

[21] Mr Parbhu states at the time of discussion of redundancy with Mr Kumar he made it clear he did not care because as he had several other employment opportunities where he could be paid more. He also referred to Mr Kumar's father being a builder and that he would or could work for him. Mr Kumar denied making such statements at the end of his employment.

[22] When queried about the consultation notes and two signatures on it by Mr Kumar's representative on 27 March 2024, the PM responded by email:

...we provided the consultation note to him back in November. If the employee hasn't returned with any feedback or proposal, IPG's hands are tied in this matter. I personally advised Rishant several times and even suggested some crane operation companies to him. If he chooses not to come back with proposal, then that's entirely his decision. The initial consultation took place in November, and the redundancy notice was issued on 7th March, which, in my understanding, is an adequate notice period.

[23] IPG claims there was consultation and full disclosure outlining the reasons for Mr Kumar's redundancy – and full assistance was offered to find employment elsewhere. There were no opportunities within IPG for alternative duties as IPG was closing down. Mr Parbhu asserts IPG has indeed closed down and is close to being liquidated. It remains on the Companies Register at this stage.

Mr Kumar sends messages regarding alleged bullying

[24] On 27 March 2024 Mr Kumar's representative sent screenshots of the text messages between him and the other worker to Mr Parbhu and the Project Manager. The accompanying email stated Mr Kumar had been bullied by the senior staff member. Mr Kumar says he found the comments in the messages disrespectful, demeaning and undermining his dignity. The PM responded that the worker was a subcontractor, and Mr Kumar had not raised the issue with him or Mr Parbhu at the relevant times.

[25] Mr Parbhu confirmed the PM is no longer employed by IPG, and he was not willing to give evidence. IPG has provided an email from the PM dated 25 August 2025 which reiterates the consultation process did happen and that Mr Kumar did sign the notes.

Analysis of evidence

[26] While IPG has made claims in evidence about Mr Kumar's conduct over time in the workplace, the Authority has not referred to conduct it does not consider relevant to the assessment of Mr Kumar's grievances.

[27] A key event in dispute is the 23 November 2023 meeting. Based on the documentary and oral evidence, I am not satisfied on the balance of probabilities that a meeting took place as described in the notes for the reasons that follow.

[28] Mr Kumar proactively sought a report from a forensic handwriting and document examiner regarding the signature IPG attributes to him in the notes, which has been presented to the Authority. The report states the examiner has compared the signature with seven known signatures of Mr Kumar in other formal documents. In the examiner's opinion, in accordance with the qualitative scale of probability used by the Scientific Association of Forensic Examiners, there was a strong probability that the questioned signature was not written by Mr Kumar.

[29] Mr Parbhu's evidence that Mr Kumar showed a lack of respect for the PM and for the process in his employment coming to an end does not accord with the interested comments attributed to him in the notes. The claim that Mr Kumar scribbled his signature on the notes also does not accord with the interest shown in them. Additionally, while I am of course mindful that a person may act or speak differently depending on the context they are in, Mr Kumar is a young adult, and nature of the comments attributed to him appear quite out of character from the way he spoke and answered questions at the investigation meeting. In my view, these observations make the notes less likely to reflect an actual conversation between the PM and Mr Kumar.

[30] Finally, the Authority has not had the benefit of questioning the PM under oath or affirmation to test the evidence in relation to the meeting and notes.

[31] In all these circumstances I am not satisfied the notes can be relied on as contemporaneous or accurate notes.

Unjustified dismissal

The test for justification

[32] In considering a personal grievance for redundancy the Authority must apply the test for justification set out at s 103A of the Act. When considering whether redundancy decisions were justified, the Authority must determine whether the employer's actions, and how the employer acted, met the objective statutory standard being what a fair and reasonable employer could have done in all the circumstances at the time.²

² Employment Relations Act, section 103A.

[33] The Authority must assess the reasons given to the employee by the employer including the business reasons and decide on an objective basis, whether the employer's actions were reasonable. If an employer can show the redundancy was genuine and that notice and consultation requirements have been met, the s 103A test may well be satisfied.³

[34] A fair and reasonable employer is expected to comply with its statutory obligations which include good faith obligations. Failure by an employer to comply with these obligations may fundamentally undermine its ability to justify a dismissal or other action "because a fair and reasonable employer will comply with the law."⁴ The duty of good faith requires, among other things, an employer proposing to make a decision that will, or is likely to, have an adverse effect on the continuation of an employee's employment, to provide the affected employee with:⁵

- (a) access to information, relevant to the continuation of the employee's employment, about the decision; and
- (b) an opportunity to comment on the information to the employer before the decision is made.

Business reasons

[35] On the evidence before me I conclude on an objective basis that the redundancy was for genuine business reasons. The major construction work Mr Kumar had worked on during his employment was at or nearing completion stage and the requirement for workers reducing. Mr Parbhu states no further contracts were arranged for IPG following the hotel project. I accept IPG's evidence in this regard.

Redundancy process

[36] Although there were genuine reasons for the redundancy, the procedure that was followed was flawed, even having regard to the fact that the company appeared to be a relatively small-scale employer by the relevant time. There was a failure to comply with clause 32.2 of the parties' employment agreement, which relevantly stated:

Where the Employer considers that the Employee's position could be affected by redundancy, the Employer shall consult where reasonable [sic] practicable with the

³ *Grace Team Accounting Ltd v Brake* [2014] NZCA 541, [2015] 2 NZLR 494 at [85].

⁴ *Simpsons Farms Ltd v Aberhart* [2006] ERNZ 825 (EmpC) at 842 [65].

⁵ Employment Relations Act 2000, section 4(1A)(c)(i)-(ii).

Employee regarding the possibility of redundancy and consider whether there are any alternatives to dismissal. After considering the views of the Employee, the Employer may make a decision to proceed with the possible redundancy.

[37] That Mr Kumar did or ought to have realised his employment was coming to an end does not excuse IPG from its clear statutory and contractual obligations. IPG did not consult adequately with Mr Kumar regarding the possibility of redundancy before the decision was made; it did not provide an opportunity to have a support person or representative present at any meeting; it did not consider whether there were any alternatives to dismissal; it failed to provide Mr Kumar with information to enable him to understand and engage meaningfully in a consultation process; and it follows that it failed to obtain his views and consider them with an open mind before making a decision as to whether his position ought to be made redundant. The redundancy letter made it clear the decision had already been finalised and predetermined.

[38] If I am wrong in my findings regarding the notes, they reveal that IPG had in any event already made its decision to make Mr Kumar's role redundant prior to any November 2023 meeting. There is no evidence that Mr Kumar was given access to relevant information and an opportunity to comment on it before that earlier decision was made. There is no paper trail that shows IPG took either of those steps.

[39] With Mr Kumar being such a young employee, whom IPG now claims lacked maturity, it is surprising it did not take more robust steps to ensure Mr Kumar understood the seriousness of the situation. IPG has not demonstrated that its actions and how it acted in the lead up to Mr Kumar's termination were what a fair and reasonable employer could have done in the circumstances. Because of these failures it follows the dismissal was unjustified. Ms Kumar has established he has a personal grievance for unjustified dismissal.

Unjustified disadvantage grievances

[40] To establish a disadvantage grievance it is necessary to show that the employee's employment, or one or more conditions of the employee's employment, is or are or was affected to the employee's disadvantage by some unjustifiable action by the employer.⁶

⁶ Employment Relations Act 2000, s 103(1)(b).

Redundancy process

[41] As a result of the finding of unjustified dismissal, it was not necessary to make a separate finding that Mr Kumar was unjustifiably disadvantaged by IPG's actions relating to the redundancy process as this formed part of its conduct which amounted to an unjustified dismissal.

Bullying and harassment

[42] The information before the Authority does not show that Mr Kumar raised a personal grievance within the relevant statutory timeframe in the Act. In any event, on the balance of probabilities, the evidence does not show Mr Kumar was subjected to unreasonable behaviour that might constitute bullying or harassment.

Remedies

[43] Mr Kumar has established a personal grievance of unjustified dismissal. He is entitled to a consideration of remedies.

Reimbursement of lost wages

[44] Mr Kumar seeks an award of lost wages for a period he did not work after his employment ended. He says he was left feeling unsupported and anxious about his future and as a result of this stress, and the way he was treated, he required time off work for his health. He stated his father did not have any jobs for him at the time as he was off sick from work, so work was not available through him. He stated he applied for labouring jobs but was not able to obtain further employment until July or August 2023.

[45] I have found only that the process was procedurally deficient. A more thorough consultation would not have seen Mr Kumar stay at IPG given the ending of the project. In assessing lost wages, allowance should be made for that likelihood of Mr Kumar still being made redundant even if a proper process was followed.⁷

[46] I consider two weeks of lost wages to allow for a more thorough process is reasonable. This amounts to \$1,664 gross, calculated at \$26 per hour for the guaranteed 32 hours per week

⁷ *Gafiatullina v Propellerhead Ltd* [2021] NZEmpC 146.

under the employment agreement. Mr Kumar is awarded that amount plus 8% annual holiday pay and KiwiSaver contributions (if applicable) on \$1,664 gross.

Compensation under s 123(1)(c)(i) of the Act

[47] Mr Kumar says the redundancy process caused him significant stress and duress. He states the stress was compounded by the fact there was no consultation, no opportunity to respond and no option to have a support person or representative. He says being accused of ‘abandoning’ his role despite following correct process caused further distress and damage to his reputation.

[48] I am satisfied Mr Kumar has experienced some harm under the heads of s123(1)(c)(i) of the Act as a result of the unjustified dismissal. I consider that an appropriate amount of compensation, taking into account current awards and the impacts on Mr Kumar, is \$8,000.

Contribution

[49] Personal grievance remedies may be reduced where the employee contributed to the situation giving rise to their grievance.⁸ No actions of Mr Kumar contributed to IPG failing to follow its obligations as an employer to consult him and to fairly carry out any necessary termination of his employment due to the company’s business needs. No reduction of his remedies is required. Matters raised by IPG in relation to Mr Kumar’s alleged conduct are not relevant and do not warrant a reduction in remedies.

Outcome

[50] Mr Kumar established a personal grievance of unjustified dismissal. Within 21 days of the date of this determination, IPG Corporation Limited is to pay Rishant Kumar:

- (a) \$1,664 gross, plus 8% annual holiday pay and KiwiSaver contributions (if applicable) under s 123(1)(b) and s 128(2) of the Act; and
- (b) \$8,000 in compensation pursuant to s 123(1)(c)(i) of the Act.

Costs

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

⁸ Employment Relations Act, section 124.

[52] If the parties are unable to resolve costs, and an Authority determination on costs is needed, Mr Kumar 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 IPG will then have 14 days to lodge any memorandum on costs in response. On request by either party, an extension of time for the parties to continue to negotiate costs between themselves may be granted. Mr Kumar will need to provide a breakdown of costs and expenses incurred in relation to the Authority application, including any relevant supporting invoices.

[53] 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.⁹

Sarah Blick
Member of the Employment Relations Authority

⁹ For further information about the factors considered in assessing costs see:
www.era.govt.nz/determinations/awarding-costs-remedies/#awarding-and-paying-costs-1