

**IN THE EMPLOYMENT RELATIONS AUTHORITY
AUCKLAND**

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

[2026] NZERA 142
3405504

BETWEEN	JASHANINDER SINGH Applicant
	MOTO KARE LIMITED First Respondent
	JAGMEET SINGH Second Respondent
	MANSHA CHOPRA Third Respondent

Member of Authority:	Marija Urlich
Representatives:	John Wood, advocate for the Applicant Mansha Chopra, representative for the Respondents
Investigation Meeting:	On the papers
Submissions and information received:	6 January and 11 February 2026, from the Applicant No information received from the Respondents
Determination:	9 March 2026

DETERMINATION OF THE AUTHORITY

Employment Relationship Problem

[1] On 1 July 2025 Jashaninder Singh and his former employer Moto Kare Limited (Moto Kare) entered a record of settlement certified by a mediator.¹ Under the terms of the record of settlement Jashaninder Singh agreed to resign his employment and withdraw his application before the Authority, which he has done, and Moto Kare agreed to make payments to him including a contribution to the costs of professional

¹ Employment Relations Act 2000, s 149.

representation. The record of settlement records Jagmeet Singh and Mansha Chopra agreed to pay the sums personally in the event of default by Moto Kare. Jagmeet Singh is the manager of the business and Ms Chopra is Moto Kare's sole director and shareholder.

[2] Jashaninder Singh now applies for a compliance order against Moto Kare to enforce the record of settlement. He also seeks compliance orders against Jagmeet Singh and Mansha Chopra. He says Moto Kare, Jagmeet Singh and Mansha Chopra, have not met the obligations entered under the record of settlement. In addition he seeks orders of interest calculated and paid on outstanding sums, penalties and an order for costs.

[3] Ms Chopra lodged a statement in reply on behalf of the respondents. In the statement in reply the respondents accept they have not complied with obligations entered under the record of settlement but state this has been caused by the actions of a representative of Jashaninder Singh, who is not Mr Wood, and referred to unspecified breaches of obligations by unnamed former employees which it states have undermined the financial viability of the business. The statement of reply states the business is under financial strain and that Ms Chopra has suffered personally due to the actions and breaches as described.

The Authority's investigation

[4] A case management conference was scheduled for 9am 5 December 2025 following correspondence and agreement with the representatives as to a suitable time and date which was subsequently confirmed to them in writing. No representative for the respondents attended the case management conference. Having satisfied myself the respondents had received fair notice of the case management conference and following unsuccessful attempts to contact Ms Chopra on the telephone number she had provided in the statement of reply and confirmed for the purpose of the case management conference, it proceeded in the absence of the respondents. During the case management conference timetabling directions were made and confirmed in a notice of direction dated 8 December 2025 (the directions).

[5] The directions were emailed to the email address with which Ms Chopra had corresponded with the Authority on this matter and had provided as a service address in the statement in reply. In the directions the Authority identified the issues to be investigated, set a timetable by which the parties were to file any relevant information including that the respondents file such by 22 January 2026 and directed that the matter would be determined on the papers. The directions also provided the respondents with an opportunity to comment on the timetabling directions and confirmed for the avoidance of doubt that the timetabling directions were the directions of the Authority and may only be altered with leave.

[6] Within the timetable relevant information was filed on behalf of Jashaninder Singh. On 3 February the Authority directed Jashaninder Singh to file further information. The respondents were provided an opportunity to 26 February to file further information, in response or otherwise. The respondents have not filed information in compliance with timetabling directions or otherwise and have not contacted the Authority or responded to reminder communications from the Authority regarding compliance with timetabling directions. 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 the information received.

Issues

[7] The issues for investigation and determination are whether:

- (i) a compliance order is made against Moto Kare Limited to comply with the record of settlement;
- (ii) a compliance order is made against Jagmeet Singh to comply with the record of settlement;
- (iii) a compliance order is made against Mansha Chopra to comply with the record of settlement;
- (iv) penalties are ordered a portion of which awarded to Jashaninder Singh; and
- (v) any party is entitled to an award of costs.

The record of settlement

[8] Jashaninder Singh and Moto Kare settled all matters arising from their employment relationship by record of settlement dated and certified 1 July 2025.

[9] Clause 2 provides Jashaninder Singh would resign their employment with an effective date of 1 July 2025 and withdraw his application before the Authority.

[10] Clause 3 provides a detailed non-disparagement clause applying to either party.

[11] Clause 4 of the record of settlement provides Moto Kare would pay Jashaninder Singh \$10,000 under s 123(1)(c)(i) of the Act by way of direct credit in 10 equal instalments of \$1000 commencing 28 July 2025.

[12] Clause 5 of the record of settlement provides Moto Kare will pay a contribution of \$10,000 plus GST towards costs of representation on receipt of an invoice, that sum was to be paid in 10 equal instalments with the first payment commencing 28 July 2025.²

[13] Clause 6 included provision that if the amounts in clauses 4 and 5 were not paid in full by the required timeframes then Jagmeet Singh and Ms Chopra would be liable to pay Jashaninder Singh the outstanding amount within 14 days of the first default in payment.

[14] The record of settlement also provided it was entered by the parties in full and final settlement of all matters between the parties, that it was final, binding and enforceable and except for enforcement purposes neither party might bring the terms before the Authority. It was certified by a mediator.

Compliance order

[15] Section 137(1)(iii) of the Act empowers the Authority to order a party to comply with any terms of settlement which s 151 of the Act provides may be enforced by a

² The applicant advises this costs contribution relates to his claim and a number of other related claims.

compliance order. Section 151 applies to any agreed terms of settlement enforceable by the parties under s 149(3) of the Act.

[16] I am satisfied on the information before the Authority including the affidavit of Jashaninder Singh dated 9 February 2026 that Moto Kare made two payments to him totalling \$2,000 under the terms of the record of settlement and no further payments have been made or received. Moto Kare has failed to comply with the record of settlement because it has not paid sums agreed on dates agreed and is in breach of obligations freely entered under the record of settlement. Moto Kare has provided insufficient information about the issues it says have contributed and/or caused its non-compliance having had a fair opportunity to do so. Jashaninder Singh has met his obligations under the record of settlement. In all these circumstances it is appropriate to exercise my discretion under s 137(1)(b) of the Act to order compliance with the sums outstanding.

[17] Within 21 days of the date of this determination Moto Kare is ordered to comply with the record of settlement and pay to Jashaninder Singh the balances outstanding under the agreed payment schedule set out at clause 4 of the record of settlement without deduction.

[18] Within 21 days of the date of this determination Moto Kare Limited is ordered to comply with the record of settlement and pay to Jashaninder Singh the balance outstanding under the agreed payment schedule set out at clause 5 of the record of settlement without deduction.

[19] I decline to issue a compliance order against Mansha Chopra or Jagmeet Singh. Though the record of settlement includes a personal liability clause neither Mansha Chopra nor Jagmeet Singh signed the record of settlement in their personal capacity and they are not named as parties to the record of settlement.³ There is insufficient information on the face of the record of settlement to satisfy me that Mansha Chopra and Jagmeet Singh have agreed to the obligations described in clause 6 of the record of settlement.

³ The record of settlement is signed by Jagmeet Singh on behalf of Moto Kare Limited.

[20] Imposition of a compliance order is a serious matter. Should Moto Kare fail to comply with the compliance order as set out above, Jashaninder Singh is entitled to pursue the breach in the Employment Court or the District Court. The Employment Court has powers to impose a fine not exceeding \$40,000, order property to be sequestered, or impose a sentence of imprisonment not exceeding 3 months⁴. Alternatively, a certificate of determination may be obtained from the Authority and enforcement obtained in the District Court.

Penalty

[21] Section 149(4) of the Act enables a party to seek the imposition of a penalty in respect of any established breach of a corresponding settlement agreement. The imposition of a penalty is discretionary and is generally imposed for the purpose of punishment as well as discouragement of others. A single breach of a settlement agreement by an individual may attract a penalty up to \$10,000 and for a company a penalty not exceeding \$20,000 may be awarded for a solitary breach.⁵

[22] Jashaninder Singh says penalties should be imposed against Moto Kare, Jagmeet Singh and Mansha Chopra individually due to failure to make payments when they became due under the record of settlement. He says any penalties awarded or a portion thereof should be paid to him given the respondents' breaches of the record of settlement undermines the integrity and security of s 149 settlement agreements which are intended to give parties certainty and finality, that they are solely responsible for the knowing and ongoing breaches of the record of settlement, the nature and the extent of the loss and damage suffered by him and the benefit to the respondents in retaining the settlement monies over an extended period.

[23] The Authority has found Moto Kare failed to make payments agreed to under the record of settlement, that these failures amount to a breach of the record of settlement and issued a compliance order.

⁴ Section 139 and 140(6) Employment Relations Act 2000.

⁵ Employment Relations Act 2000, section 135(2)(a) and (b).

[24] The level of penalty is determined by an assessment of the factors set out in s 133A of the Act alongside judgments of the Employment Court.⁶ As a matter of public policy, in this case a penalty against Moto Kare is necessary to uphold the integrity of the full, final, binding and enforceable agreements allowed under s 149 of the Act.

[25] The record of settlement records Moto Kare understood the binding and enforceable nature of the record of settlement and it must be taken to have been aware of its obligations under the record of settlement. It has made and/or facilitated payments under the record of settlement totaling \$2,000. There is no basis on which to reasonably conclude that Moto Kare's breaches of the record of settlement were inadvertent, minor or technical. Given the ongoing nature of the breaches and the sums involved, the breaches are serious and the level of penalty should fairly reflect the gravity of the breaches.

[26] Jashaninder Singh has been put to considerable inconvenience and used significant resources to enforce the record of settlement. As he has averred, he has suffered as a consequence of not receiving the settlement sums including experiencing stress and financial distress as a consequence of the breaches. As a migrant he is in a recognised category of vulnerable workers. This vulnerability was known or very likely to have been known to Moto Kare.

[27] A search of the relevant databases has not revealed previous proceedings for similar breaches involving Moto Kare.

[28] Taking all the factors into account Moto Kare is liable for a penalty of \$3,000, which is within the range of penalties currently imposed for failure to pay monies due under a record of settlement and is proportionate to the seriousness of the breach and harm caused.

[29] In the circumstances of this matter it is just for half the total penalty sum (\$1,500) to be paid to Jashaninder Singh.

⁶ For example, *Borsboom (Labour Inspector) v Preet PVT Ltd* [2016] NZEmpC 143; *Nicholson v Ford* [2018] NZEmpC 132; *A Labour Inspector v Daleson Investment Limited* [2019] NZEmpC 12.

Interest

[30] Jashaninder Singh seeks interest on the outstanding amounts due under the parties' record of settlement calculated from date the sums were due under the record of settlement until paid in full. The Authority has the power to award interest under clause 11 of the Second Schedule of the Act. Interest is to reimburse someone for the loss of use of monies to which there is an established entitlement. The entitlement to the outstanding settlement sums has been established as has the dates on when that entitlement arose being the dates provided in the record of settlement.

[31] It is appropriate where a person has been deprived of the use of money to make an award for interest.

[32] Moto Kare is required to calculate and pay to Jashaninder Singh interest on the sums outstanding from date of default under the record of settlement for which compliance orders have been made from those dates until the amounts are paid in full.

[33] Interest is payable in accordance with Schedule 2 of the Interest on Money Claims Act 2016. A calculator to assist in the calculation of interest is available on the Ministry of Justice website.

Summary of orders

[34] Within 21 days of the date of this determination Moto Kare Limited is to make the following payments for the benefit of Jashaninder Singh:

- (i) the balance due under the payment schedule as set out at clause 4 of the record of settlement;
- (ii) the balance due under the payment schedule as set out at clause 5 of the record of settlement;
- (iii) calculate and pay interest as described in [32] above; and
- (iv) pay a penalty of \$3,000 half of which is to be paid to the Crown and half to Jashaninder Singh.

Costs of representation and reimbursement of filing fee

[35] Moto Kare Limited is to reimburse Jashaninder Singh the filing fee of \$71.56 within 21 days of the date of determination because it is fair and reasonable for him to recover the filing fee of \$71.56 incurred in lodging this application.

[36] Jashaninder Singh seeks a contribution to costs of professional representation. There is insufficient information before the Authority as to what costs of representation he has incurred in respect of this matter. He has leave to file a costs memorandum within 14 days of the date of determination. From the date of service of that memorandum the respondents will then have 14 days to lodge any reply memorandum.

[37] On request by either party, an extension of time for the parties to continue to negotiate costs between themselves may be granted. 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.

Marija Urlich
Member of the Employment Relations Authority