

**IN THE EMPLOYMENT RELATIONS AUTHORITY  
AUCKLAND**

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

[2025] NZERA 780  
3323720

BETWEEN KAMALJEET SINGH  
Applicant

AND LOVELY BEDI  
Respondent

Member of Authority: Robin Arthur

Representatives: Susanne Lass and John Wood, advocates for the  
Applicant  
Eshan Gupta, advocate for the Respondent

Investigation Meeting: 16 and 17 September 2025 in Auckland and  
by audio-visual link

Determination: 2 December 2025

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**DETERMINATION OF THE AUTHORITY**

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**Employment relationship problem**

[1] In September 2023 Kamaljeet Singh travelled from India to take up a job at a restaurant in Takanini operated by Bedi Foods Limited (BFL). A condition of his visa, issued under Immigration New Zealand’s Accredited Employer Work Visa (AEWV) scheme, said he could “only work as [a] Food Preparation Assistant in Auckland for Bedi Foods Limited”.

[2] His employment agreement said he was employed to work 35 hours a week for \$29.66 an hour. Those number of hours and that pay rate were the minimum requirements for any visa issued under the AEWV scheme at that time.

[3] BFL ended Kamaljeet Singh’s employment on 22 August 2024. BFL director Lovely Bedi sent him a text advising that the restaurant was closing and his employment was terminated. At that time BFL had not paid Kamaljeet Singh’s wages for the previous five weeks.

[4] In September 2024 Kamaljeet Singh applied to the Authority for orders for repayment of a premium of around \$42,000 he said he had paid to secure his job with BFL and for payment to him of wage arrears and remedies for a personal grievance over how his employment ended. He also sought leave to pursue Mr Bedi for payment of any arrears due to him that the company was not able to pay.

[5] In their statement in reply BFL and Mr Bedi denied charging Kamaljeet Singh any premium for the job, denied he worked for longer hours than he was paid for and denied treating him unfairly by how his employment ended. BFL accepted, however, owing wages to Kamaljeet Singh for “the last five or six weeks of his employment prior to the business being shut and the corresponding leave entitlements”.

[6] BFL went into liquidation on 5 June 2025. Kamaljeet Singh continued his proceedings against Mr Bedi alone. He added an additional claim for a penalty against Mr Bedi for aiding and abetting BFL’s breach of his employment agreement not paying wages due to him.

### **The Authority’s investigation**

[7] For the Authority’s investigation the following witnesses provided written witness statements:

- Kamaljeet Singh;
- Jaswant Singh, his father, resident in India;
- Gagandeep Singh, a cousin of Kamaljeet Singh and, according to Companies Office records, a shareholder in BFL from 30 November 2023 to 17 February 2024;
- Babandeep Singh, a nephew of Gagandeep Singh and a cousin of Kamaljeet Singh, who knew Mr Bedi and had arranged for Kamaljeet Singh to work for BFL; and
- Lovely Bedi.

[8] By the time of the Authority investigation meeting Kamaljeet Singh had returned to India. He was granted leave to take part by audio-visual link (AVL). His father Jaswant Singh was also granted leave to attend by AVL.

[9] Babandeep Singh was expected, like other witnesses, to be at the investigation meeting from 10am on 16 September. He did not attend. Arrangements were then made to allow him to come at 3pm. He did not arrive. His witness statement was, therefore, unaffirmed and untested. It was put aside and has not been considered as part of the evidence in this investigation.

[10] All witnesses present, either in person or by AVL, answered questions under oath or affirmation from me and the parties' representatives on the first day of the investigation meeting. Where needed, the witnesses had the assistance of an interpreter of Punjabi provided by the Authority.

[11] In the second day of the investigation meeting, held by AVL only, the representatives made oral closing submissions, speaking to written synopses.

[12] 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 evidence and submissions received.

[13] This determination refers to some individuals by their initials only. They are various associates or relatives of Kamaljeet Singh or Mr Bedi and mentioned in their respective evidence. Those individuals did not give evidence or have the opportunity to comment on what was said about their involvement in various events. It was not necessary, for the purposes of this determination, to use their full names.

## **Issues**

[14] The issues for investigation were:

### *Premium*

- (a) Was a premium requested and paid for the job?
- (b) If so, is Mr Bedi liable to a penalty and an order made for the repayment of that premium amount to Kamaljeet Singh?

### *Payment of wages*

- (c) Was Kamaljeet Singh required to return some of his wages?

### *Arrears*

- (d) Was Kamaljeet Singh paid all wages due and, if not, what amount remains due to him?

- (e) Was Kamaljeet Singh paid all holiday leave due to him and, if not, what amount remains due to him?
- (f) Is Mr Bedi liable under s 134(2) of the Act to a penalty for aiding and abetting a breach of the employment agreement (by not paying wages and the notice period)?

*Leave to recover arrears if not paid by BFL*

- (g) Was there a breach of employment standards?
- (h) If so, was Mr Bedi a person involved the breach of employment standards (regarding payment of wages and receiving a premium)?
- (i) If so, should Kamaljeet Singh be given leave under s 142Y of the Act to pursue Mr Bedi for payment of arrears if BFL is unable to pay them?

*Costs*

- (j) Should either party contribute to the costs of representation of the other party?

### **Assessment of evidence**

[15] The findings made and conclusions expressed in this determination were reached on the civil standard of the balance of probabilities. This is an assessment of what is more likely than not to have been the case. This weighs the evidence of witnesses, both written and oral, alongside what is consistent with or can be corroborated by documents or other records, made or generated at the relevant times, which can be shown as likely to be reliable.

[16] This standard of proof proved challenging in relation to two key issues in this case.

[17] Firstly, the allegation that payments amounting to a premium were made to purchase Kamaljeet Singh's job with BFL was not well supported with the evidence about the fact, nature and purpose of various transactions between members of his family and people who allegedly acted as intermediaries for Mr Bedi.

[18] Secondly, Kamaljeet Singh's claim about hours worked relied on dates, times and locations found in records on his phone and records of payments made with his bank card. This information was not as straightforward as it may have seemed at first glance. Some information on his phone showed locations in India at times he was in New Zealand and at other times showed no locations at all. He said he had left a mobile

phone with his brother in India and the Indian location information was generated by his brother logging into Kamaljeet Singh's gmail account on that phone to use Google location services. He said some New Zealand location information was missing because he tried to extend battery time on his phone he used in New Zealand by sometimes turning off its location tracking function.

[19] Ultimately, for reasons explained later in this determination, this information was not sufficiently reliable to meet the evidential standard to establish important parts of his claim.

### **The employment relationship**

[20] Kamaljeet Singh described working in various jobs as a kitchenhand, driver and construction worker in India before hearing, through his cousin Babandeep Singh, of an opportunity to work in BFL's restaurant in Auckland.

[21] He said he made two cash payments to TG, a friend of Mr Bedi, while still in India in order to secure the job. Kamaljeet Singh said his cousin Babandeep Singh accompanied him while making these payments totalling around 15 lakh (worth around \$30,000).

[22] On arrival in New Zealand Kamaljeet Singh said he spent two weeks training before beginning work as a kitchen hand. He was later also trained to make tandoori roti and assigned to purchase supplies for the restaurant.

[23] In mid-November 2023 he was given leave to return to India for the birth of a child. In mid-January 2024 he came back to New Zealand and resumed work for BFL.

[24] Kamaljeet Singh said Mr Bedi sent him to Cambridge during the first half of February to work in a pizza restaurant Mr Bedi owned there. He said this work involved making dough for pizzas, taking orders and making deliveries.

[25] Mr Bedi denied requiring Kamaljeet Singh to go to Cambridge to work. Mr Bedi said he owned the Cambridge business through another company. He said Kamaljeet Singh went to Cambridge to help a cousin with a visa problem and he agreed to Kamaljeet Singh staying in accommodation above the restaurant while there. Mr Bedi said he asked Kamaljeet Singh to check the premises while there, but not to do

any work. Kamaljeet Singh received his usual weekly wage from BFL during those weeks.

[26] Any work done at that Cambridge location, for a business not operated by BFL, would have breached Kamaljeet Singh's visa conditions which allowed him to work only in Auckland and only for BFL.

[27] In June 2023 Kamaljeet Singh took a week's unpaid leave for a visit to Queenstown with his sister who was visiting New Zealand. He also took two weeks' unpaid leave in the last two weeks of May and a further two weeks' unpaid leave in the last half of July.

[28] In late July Kamaljeet Singh returned to work but received no pay for what proved to be his last four weeks of work.

[29] On 21 and 22 August Kamaljeet Singh sent text messages to Mr Bedi asking for details of the roster for the following week. On 22 August he received this message from Mr Bedi:

Hi Kamal

Please note due to sustained financial and economic difficulties in the business, a difficult decision has been made to close the restaurant indefinitely. As you may be aware the restaurant has not been open since Monday this week.

As such we will no longer [sic] to be able to continue your employment. We will be processing all employees' payroll in the next week to clear any past payments due as well as payment of your notice period as per your agreement terms. We request your patience while we work through the period. Please call me directly if you have any questions.

[30] Although Kamaljeet Singh was likely aware that the restaurant business had financial difficulties, there was no evidence of prior discussion with him about the prospect of redundancy or how this might be carried out.

[31] He was not paid for the five weeks between 8 July and 22 August where he either worked or was available to work his contracted 35 hours a week. He was also not paid for the notice period of four weeks provided as a term of his written employment agreement.

[32] Kamaljeet Singh said he was also owed pay for additional hours he had worked in 25 of the weeks of his employment between September 2023 and August 2024. He said he had worked between 55 and 75 hours during those weeks, not just 35 hours. He relied on location information on his phone and on the dates and times of some transactions on his bank card statements to support his claim that he was working for BFL during those additional hours.

### **No payment of premium established**

[33] As well as seeking arrears for additional hours of work, Kamaljeet Singh sought recovery of a premium he said he, his father Jaswant Singh and his cousin Gagandeep Singh had paid to secure his job.

[34] In addition to the cash payments Kamaljeet Singh said he made to TG in India, he said the following payments or transfer of funds were made to Mr Bedi, either directly or through intermediaries:

- Two cash payments totalling \$3,450 made on his behalf by Babandeep Singh directly to Mr Bedi;
- A bank transfer of \$2,100 made on 17 October 2023 on his behalf by Babandeep Singh to NM, a friend of Mr Bedi;
- A bank transfer of \$1,800 made on 16 November 2023 on his behalf by Babandeep Singh to an unknown bank account, with the account number said to have been provided by Mr Bedi for the purpose of making the payment;
- A bank deposit of six lakh (around \$12,000) made on 21 October 2023 by Jaswant Singh in India to GS in Auckland, for transfer to Mr Bedi;
- A cash payment on 25 November 2023 of 13 lakh (around \$26,000) by Gagandeep Singh's cousin, SS, to TG for purchase of shares in BFL;
- Bank transfers totalling \$63,800 from Gangandeep Singh to HK for purchase of a 50 per cent shareholding in BFL.

[35] The evidence available and examined in the Authority investigation of this claim was, however, not sufficiently reliable to establish or corroborate the allegations regarding cash payments being made for the purpose alleged by Kamaljeet Singh.

[36] In part he sought to rely on a recording made of a conversation by telephone between his cousin, HS and TG. An unverified transcript of the recording, translated

from Punjabi to English, was provided for the Authority investigation. The recorded responses of TG to questions from HS did not establish the purpose of transactions referred to in that conversation.

[37] Similarly, the bank transfers, made by Babandeep Singh to NM and GS and by Jaswant Singh to GS, lacked any corroborating evidence about their purpose or of those amounts being transferred to Mr Bedi or elsewhere for his benefit. Mr Bedi alleged Babandeep Singh's payment to NM was likely repayment of a personal loan but, again, there was nothing to support that explanation. On either account, there was nothing sufficient to identify that particular transaction as part of a premium.

[38] The evidence about Gagandeep Singh's investment in BFL was also not sufficient to establish the price paid for shares was, in reality, a premium to purchase or secure a job for Kamaljeet Singh. As apparent from their evidence, Gagandeep Singh and Mr Bedi were engaged in an ongoing commercial dispute about their respective shareholdings and responsibility for losses in BFL's failed restaurant business. In Mr Bedi's view, Kamaljeet Singh's employment claim was really instigated by Gagandeep Singh as another means of seeking to recover money lost by his investment in what proved to be an unsuccessful venture. On either parties' account, the share transactions were not established as, more likely than not, being for the purpose of paying a premium in respect of Kamaljeet Singh's employment.

#### **No requirement to repay wages established**

[39] Kamaljeet Singh said he was required to return part of the wages paid by BFL.

[40] His evidence in support of that claim comprised a transaction in his bank statement showing he had made a payment of \$930 to the bank account of Mr Bedi's brother, PS, on 13 February 2024. Kamaljeet Singh had written the phrase "friend help" as a reference when making the transaction.

[41] Mr Bedi said Kamaljeet Singh had asked him for the bank account number of his brother, PS, who also worked in the restaurant. Mr Bedi said he understood the transfer that Kamaljeet Singh then made was to repay a personal loan from PS. Mr Bedi said the reference to "friend help" on the transfer supported his understanding. He denied the payment was a repayment of wages.

[42] The evidence, assessed on the balance of probabilities, was not sufficient to establish Kamaljeet Singh's claim that this transfer had been required by BFL or Mr Bedi.

### **Claim about longer working hours not established**

[43] During the investigation meeting some information about particular hours and days in various weeks was examined in detail to test the proposition that records provided by Kamaljeet Singh supported his claim of having worked more than 35 hours on many weeks.

[44] From examples examined, the proposition failed for three reasons.

[45] Firstly, for some weeks, the location data showed Kamaljeet Singh worked fewer than the 35 hours in his roster, not more as he claimed.

[46] In the week of 4-10 March 2024, for example, a WhatsApp message showed he and other workers were sent a roster in the previous week for 35 hours to be worked over six days. Kamaljeet Singh said he worked 65 hours in that week but his location data showed he was in the vicinity of the restaurant for around 12 hours over three days. For two other days he had no location data from his phone. He said this was caused by problems with the location settings which he later rectified.

[47] Similarly, for the week of 11-17 March, Kamaljeet Singh claimed he worked 65 hours. His location data showed him in the vicinity of the restaurant premises for only 17 hours. Again, he said this was a problem with location settings.

[48] Secondly, proximity to the restaurant identified in GPS records did not, necessarily, establish Kamaljeet Singh was there working. As he accepted in answer to questions, he sometimes came to the restaurant for free meals at times he was not rostered to work. He also used a laundry next door to the restaurant on some days when he was not working but would then go to the restaurant while waiting for his clothes to be washed.

[49] Thirdly, Kamaljeet Singh gave some explanations for gaps or inconsistencies in information shown on his phone records and bank transactions which could not be corroborated by any other available evidence. One example concerned instances, already outlined, where there was no location data at all for days he said he was working

because of problems with the location settings on his phone. This was inconsistent with his reliance on that data for other days. A second example concerned some transactions shown on his bank statements which were for times and dates Kamaljeet Singh said he was at work. Those transactions showed purchases at a liquor store some distance from the restaurant. When this inconsistency was put to Kamaljeet Singh he suggested this was possibly because he had given his bank card, on those occasions, to a flatmate to make liquor purchases for him.

[50] A fourth reason, proposed by Mr Bedi in his evidence, is not accepted as a ground for rejecting Kamaljeet Singh's claim he worked for more hours than he was paid. Mr Bedi said the location data could not be relied on at all because it was capable of being manually edited. While this is possible, there was equally no reliable evidence of such manipulation having, in fact, occurred. The fact there were gaps and inconsistencies in the GPS records that Kamaljeet Singh provided made it more probable that he had not edited it. If he had the ability to edit those documents, and had done so, they would have been more helpful to his case than they proved to be.

[51] There were some company records which Mr Bedi said reflected the reality of Kamaljeet Singh having worked only 35 hours a week. Those records comprised some weeks where rosters were sent in WhatsApp messages to staff and timesheets which were kept for some of the weeks during which Kamaljeet Singh was employed.

[52] Mr Bedi provided timesheets, signed by Kamaljeet Singh and showing 35 hours worked, for eight weeks between 4 February and 24 March 2024. Kamaljeet Singh accepted he had signed those sheets at the time but denied they reflected hours actually worked in those weeks. He said they were filled out and workers asked to sign them only after Immigration New Zealand selected BFL for a post-accreditation check of the company's employment practices. This audit began in late February 2024.

[53] Mr Bedi had no timesheets for the time before the eight weeks in February and March. He said he also failed to keep up this practice in the months after then because his wife was pregnant and he concentrated on family matters rather than business requirements at that time.

[54] In circumstances where an employer defending an arrears claim has failed to keep or produce the required records, and this has prejudiced the employee's ability to bring an accurate claim, the Authority may accept the employee's claims about what

hours and days were worked and what wages were paid, unless the employer can prove those claims are incorrect.<sup>1</sup> This power to prefer the employee's account is discretionary, not automatic. The Authority must still be satisfied the claim is credible, to the extent possible when shortcomings in the employer's record keeping has hindered the employee preparing their claim.

[55] In this case BFL had failed to meet its statutory obligation as an employer to keep full wage and time records. Kamaljeet Singh made a claim about hours worked and wages due based on other information available to him. For reasons outlined above and on the balance of probabilities, that information did not establish his claim. Exercising the discretion provided to make that assessment, under s 132(2) of the Act, Kamaljeet Singh's claim for arrears of wages for working more than 35 hours a week in 25 weeks of his employment is declined.

#### **Arrears of wages and holiday pay are due**

[56] The evidence did establish, however, that BFL owed wages to Kamaljeet Singh for 12 weeks during which he worked or was available to work but was not paid the 35 hours' pay provided in his employment agreement.

#### *Arrears of wages due*

[57] Those 12 weeks comprised:

- (i) two weeks (starting 18 September and 25 September 2023) during which he was at work, being trained, but not paid;
- (ii) six weeks (starting 17 June, 8 July, 29 July, 5 August, 12 August and 19 August 2024); and
- (iii) four weeks (for the notice period provided in his employment agreement).

[58] BFL had accepted in its statement in reply that Kamaljeet Singh remained due payment for the last six weeks of his employment before the business was shut. It should also have paid for the initial two-week training period, which was work, and for the notice period at the end of the employment.

[59] The amount due for those arrear of wages is \$12,457.20. This comprises 12 weeks, paid at \$29.66 an hour for 35 hours each week.

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<sup>1</sup> Employment Relations Act 2000, s 132.

### *Arrears of holiday pay due*

[60] Kamaljeet Singh took 15 weeks of unpaid leave during his employment.<sup>2</sup> At the end of the employment he was not paid holiday pay due to him for the weeks he had worked or was available to work. As his employment ended within one year, holiday pay is calculated on the basis of eight percent of his gross earnings.

[61] He is entitled to holiday pay calculated on the gross earnings of \$35,295.40 for the 34 weeks during which he worked or was available to work and should have been paid his weekly wage of \$1,038.10.

[62] Holiday pay due on those gross earnings is \$2,823.63.

### **Penalty for aiding and abetting breach of terms of employment**

[63] Kamaljeet Singh's employment agreement included terms providing for weekly payment of his wages into his nominated bank account and for four weeks' notice of the termination of his employment or payment in lieu of notice. BFL breached those terms by, as found in this determination, failing on 12 occasions to pay weekly wages due to him, by dismissing him without notice and, having done so, not paying him for that notice period.

[64] As director of BFL and, by the time of Kamaljeet Singh's dismissal, its sole shareholder, Mr Bedi made the decisions or took the actions which comprised those breaches.

[65] In the circumstances of this case, penalties cannot be imposed on the employing entity because BFL is in liquidation. In light of the findings made, however, it was appropriate for a penalty on Mr Bedi for his role in making the decisions that caused the breaches. Kamaljeet Singh was new to this country, with limited knowledge of his rights and reliant on Mr Bedi, as director of BFL, to fairly balance his interests with those of the business.

[66] Weighing the relevant factors for determining the amount of a penalty under s 133A of the ER Act, and the range of penalties in similar circumstances, Mr Bedi must pay a penalty of \$3,000 for aiding and abetting BFL's breaches of the terms of employment of Kamaljeet Singh.

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<sup>2</sup> Weeks starting 13 November 2023-15 January, 20 and 27 May, 24 June and 15 and 22 July 2024.

[67] In these particular circumstances too, it was appropriate for the whole of the penalty due to be paid to Kamaljeet Singh.<sup>3</sup>

### **Mr Bedi is a person involved in breach of employment standards**

#### *BFL breached employment standards*

[68] By failing to pay wages when they fell due, on at least 12 occasions, BFL breached s 4 of the Wages Protection Act 1983. By failing to pay holiday pay due at the end of the employment BFL breached s 27 of the Holidays Act 2023.

[69] Breaches of those statutory provisions were also breaches of the employment standards defined in the Act.<sup>4</sup>

#### *Mr Bedi was a person involved in the breaches*

[70] Under s 142W of the ER Act a person may be identified as involved in a breach of employment standards if they procured the breach or were knowingly concerned, directly or indirectly, in the breach. A director of a company is one category of person who may be found to be involved in such breaches.

[71] In this case there was no doubt Mr Bedi, as the director and shareholder and active throughout in the work and administration of BFL, was a person involved in the breaches of employment standards which occurred in this case. He accepted in his evidence that he was responsible for the decisions made about what payments were or were not made in July and August 2024.

#### *Leave given to recover from Mr Bedi any arrears BFL is unable to pay*

[72] Under s142Y of the Act a person involved in a breach of employment standards may be personally liable to pay arrears due to an employee because of the breach of standards. The arrears may be recovered from the involved person if the former employer is not able to pay those arrears. The employee who wants to recover the involved person must get prior leave from the Authority to do so. Kamaljeet Singh has sought that leave.

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<sup>3</sup> Employment Relations Act 2000, s 136(2).

<sup>4</sup> Employment Relations Act 2000, s 5 “employment standards”.

[73] On the findings made and for the reasons given in this determination, leave is granted to Kamaljeet Singh to recover from Mr Bedi any arrears of wages and holiday pay which BFL, now in liquidation, is unable to pay.<sup>5</sup>

### **Summary and orders**

[74] Kamaljeet Singh has not established payments were made to Mr Bedi, either directly or through intermediaries, as a premium in respect of his employment.

[75] The claim for arrears of wages and holiday pay to be calculated on the basis of working more than 35 hours a week is declined.

[76] Kamaljeet Singh is owed arrears of wages for 12 weeks he was not paid and for holiday pay on his gross earnings. The amounts due are:

- (i) \$12,457.20 as arrears of wages
- (ii) \$2,823.63 as arrears of holiday pay.

[77] Mr Bedi aided and abetted breaches of the terms of employment of Kamaljeet Singh. For those breaches Mr Bedi must pay a penalty of \$3,000 to Kamaljeet Singh. Mr Bedi must pay the penalty to Kamaljeet Singh within 28 days of the date of this determination.

[78] Kamaljeet Singh is granted leave to recover from Mr Bedi any arrears of wages and holiday pay which BFL, now in liquidation, is unable to pay.<sup>6</sup>

### **Costs**

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

[80] If unable to do so, and an Authority determination on costs is needed, Kamaljeet Singh may lodge, and then should serve, a memorandum on costs by no later than 16 January 2026. From the date of service of that memorandum, Mr Bedi would then have 14 days to lodge any reply memorandum. If requested by the parties, an extension of time to resolve costs between themselves may be granted.

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<sup>5</sup> Employment Relations Act 2000, s 142Y(2).

<sup>6</sup> Employment Relations Act 2000, s 142Y(2).

[81] The parties could expect the Authority to determine costs, if asked to do so, on its usual notional daily rate, unless particular circumstances or factors required an upward or downward adjustment of that tariff.<sup>7</sup> To assist the parties in any discussions they may have, the starting point for the Authority's assessment would be \$5,375. This figure comprises the daily rate of \$4,500 for the first day of an investigation meeting and then an additional one quarter of the daily rate of \$3,500 for the second day of an investigation meeting.

Robin Arthur  
Member of the Employment Relations Authority

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<sup>7</sup> See [www.era.govt.nz/determinations/awarding-costs-remedies](http://www.era.govt.nz/determinations/awarding-costs-remedies).