

**MICHEL ANDRE RAYAPEN VS DEFENCE HITECH SECURITY
SERVICES LTD**

2024 IND 45

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SERVICES LTD**

Cause Number: 489/23

THE INDUSTRIAL COURT OF MAURITIUS
(CIVIL DIVISION)

In the matter of:-

MICHEL ANDRE RAYAPEN

Plaintiff

VS

DEFENCE HITECH SECURITY SERVICES LTD

Defendant

Judgment

Introduction

The Plaintiff was in the continuous employment of the Defendant as a watchperson since the 07th April 2016. By virtue of a claim backed by the Plaintiff's testimony in Court, he is claiming from the Defendant the sum of Rs 16,003.85/- representing arrears on wages, balance of end of year gratuity 2017 and balance of wages.

The facts

The Plaintiff testified that he was employed on a 6 day-week basis for and in consideration of a monthly remuneration of Rs 9,500. He was not paid the additional remuneration as recommended in the Additional Remuneration Acts 2017 and 2018. He averred that he was paid only Rs 3,200 as the end of year gratuity for 2017 and the Defendant further failed to pay to him all the remuneration due, except for a sum of Rs 8,580.

In view of the above, the Plaintiff claimed from the Defendant the sum of Rs 16,003.85/- representing arrears on wages, balance of the end of year gratuity and balance on wages.

In the present case, the Defendant has left default despite a substituted service effected by posting up on the premises of the Defendant.

Observations

I have assessed the evidence on record and the documents produced. It is to be remembered that "*making out a case does not mean that one has got to jump both feet all over the principles of evidence and all the matters required in order to make out a case...*".

(VELVINDRON VS NOORDALLY (1979) MR 243).

In the present case, the Plaintiff has undisputedly established that the Defendant has failed to pay to him the arrears and balance on wages and gratuity. The version of the Plaintiff has remained credible, unchallenged and unshattered. In the circumstances, I find that the Defendant is therefore indebted to the Plaintiff in the sum of Rs 16,003.85/-representing arrears and balance on wages and gratuity.

Conclusion

In light of the above, I find that the Plaintiff has established his case on a balance of probabilities. I order the Defendant to pay to the Plaintiff the sum of Rs 16,003.85/- together with interests at the rate of 12% per annum on the amount of remuneration due from the date of non-payment to the date of payment.

Judgment delivered by: M.GAYAN-JAULIMSING, Ag President, Industrial Court

Judgment delivered on: 12th September 2024