

Kistnen G. v Kendayan Enterprise (Mauritius) Ltd

2025 IND 3

Cause Number 103/24

IN THE INDUSTRIAL COURT OF MAURITIUS
(Civil side)

In the matter of:

Mr. Georges Kistnen

Plaintiff

v.

Kendayan Enterprise (Mauritius) Ltd

Defendant

Judgment

This is a plaint where Plaintiff has averred the following –

Plaintiff was employed on a 5-day week basis by Defendant as Mason Superior grade since 18.11.2020. He was to be remunerated at fortnightly intervals at the rate of Rs 1,300 per day as basic salary.

He worked for period 18.11.2020 to 27.11.2020, but Defendant failed to pay him the remuneration due.

Therefore, Plaintiff is claiming from Defendant his alleged unpaid wages for the period 18.11.2020 to 27.11.2020 (Rs 1, 300 x 9 days) in the sum of Rs.11,700.

Defendant did not file any plea and has also left default on the trial day in spite of the fact that it was duly summoned to appear.

Pursuant to Section 7(1) of the Industrial Court Act 1973, default judgments are governed by Section 16 (1) of the District and Intermediate Courts (Civil Jurisdiction) Act.

The relevant provision as stipulated in Section 16 (1) of the District and Intermediate Courts (Civil Jurisdiction) Act is reproduced below:

"Where on the day so fixed in the summons, or at any continuation or adjournment of the Court or cause in which the summons was issued, the defendant does not appear, or does not sufficiently excuse his absence, the Court, upon proof of the service of the summons, may give judgment in terms of the plaint or, where the cause includes a claim for substantial damages, proceed to the hearing of the witnesses and trial of the cause on the part of the plaintiff only, and in either case, the judgment shall, subject to subsection (2), be as if both parties had attended."(emphasis added)

Plaintiff testified in Court as per his above averments.

I have duly considered all the evidence put forward before me, the pleading and the applicable law namely the Workers' Rights Act 2019. The unchallenged and undisputed testimony of Plaintiff in its form and tenor in the absence of Defendant in line with Plaintiff's pleading, is not only soundly grounded in law (*vide - Hurnam D. v. Bholah K. B. & Anor. [2009 SCJ 265]*) but is also convincingly reliable and plausible.

For the reasons given above, I find that the case for the Plaintiff has been proved on a balance of probabilities.

I, accordingly, give judgment in terms of the plaint pursuant to Section 16 (1) of the District and Intermediate Courts (Civil Jurisdiction) Act and I order Defendant to pay to Plaintiff the sum of Rs.11,700 representing unpaid wages for period 18.11.2020 to 27.11.2020 (Rs 1, 300 x 9 days) with interest at the rate of 12% per annum on the amount of remuneration due from the date of non-payment of wages to the date of payment.

S.D. Bonomally (Mrs.) (Vice President)

30.1.2025.