

DANAMBAL MURDAY VS MAYURMED LTD

2024 IND 44

DANAMBAL MURDAY VS MAYURMED LTD

Cause Number: 336/22

THE INDUSTRIAL COURT OF MAURITIUS

(CIVIL DIVISION)

In the matter of:-

DANAMBAL MURDAY

Plaintiff

VS

MAYURMED LTD

Defendant

JUDGMENT

Introduction

The Plaintiff was in the continuous employment of the Defendant as an accountant since the 17th June 2019. By virtue of a claim backed by the Plaintiff's testimony in Court, she is claiming from the Defendant, the sum of Rs 167,729.82/- representing one month's remuneration as indemnity in lieu of notice, outstanding wages, refund of travelling expenses and the end of year bonus.

The facts

The Plaintiff testified that she was working on a 5-day week basis for and in consideration of a monthly basic wage of Rs 20,000 for the period of June to August 2019 and Rs 25,000 as from September 2019. In addition to her work as an accountant, she was requested to do administrative duties.

According to the Plaintiff, the Defendant failed to remunerate her for the period of June 2019 to November 2019. At the end of each month, she queried the director of the Defendant company regarding the payment of the salary but each time, she was told that she would be paid when the investors release the funds for the company. On the 23rd November

2019, she was informed that her salary could not be paid due to lack of funds. She was further informed that her contract of employment which was being vetted by the company's legal advisor and same would be handed to her on the 25th November 2019.

However, the Defendant failed to issue the Plaintiff with a contract of employment. The Plaintiff averred that while she was on her way to work on the 2nd December 2019, the director of the Defendant company sent her a text message on her mobile phone to tell her that there was no need for her to attend work from far to stay idle in the office. She was also requested not to attend work until the contract of employment was remitted to her. The Plaintiff added that the Defendant neither contacted her nor asked her to resume work.

She therefore considered that by failing to remunerate her within the prescribed delay and by the acts and doings of the Director, the Defendant has committed a breach of contract which she construed as a termination of employment on the 2nd December 2019 without notice and without any justification. The Plaintiff explained that she incurred travelling expenses to attend work and the Defendant has failed to pay to her the end of year bonus.

The Plaintiff is therefore claiming from the Defendant the sum of Rs 167,729.82 representing one month's remuneration as indemnity in lieu of notice, outstanding wages for the period of 17th June 2019 to the 30th November 2019, refund of travelling expenses for the period of 17th June 2019 to 30th November 2019 and the end of year bonus.

In the present case, the Defendant has left default despite a personal acknowledgement by the Plaintiff on the 22nd July 2024 through registered post of the notice to the effect that the case will be made out.

Observations

I have assessed the evidence on record . 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 terminated her employment without notice and without any justification. The version of the Plaintiff has remained credible, unchallenged and unshattered. In the circumstances, I find that the Defendant has unlawfully terminated the contract of employment by terminating the

employment without notice and justification in breach of **THE WORKERS' RIGHTS ACT 2019**. The Defendant is therefore indebted to the Plaintiff in the sum of Rs 167,729.82/- representing one month's wage as indemnity in lieu of notice, outstanding wages for the period of 17th June 2019 to 30th November 2019, refund of travelling expenses for the period of 17th June 2019 to the 30th November 2019 and end of year bonus.

Conclusion

In light of the above, I find that the Plaintiff has established her case on a balance of probabilities. I order the Defendant to pay to the Plaintiff the sum of Rs 167,729.82/- 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