

DB Meat Products Ltd v Mr. Satyadeo Mungrah

2024 IND 60

Cause Number 106/22

IN THE INDUSTRIAL COURT OF MAURITIUS
(Civil side)

In the matter of:

DB Meat Products Ltd

Plaintiff

v.

Mr. Satyadeo Mungrah

Defendant

Judgment

In this amended plaint, it is alleged that –

- (a) Defendant was employed as a Frigoman since 18 April 2018 earning a monthly terminal salary of Rs 11,175. On 21 February 2022, Defendant left his employment without having given the required notice as provided for by law.
- (b) The Defendant is therefore indebted to Plaintiff in the sum of Rs. 11,175 due in lieu of the one month's notice.
- (c) Plaintiff is, therefore, claiming from Defendant the sum of Rs. 11,175 and a letter to that effect was sent to him on 24 February 2022.

Defendant did not file any plea and left default on the trial day although he was duly summoned to appear. Therefore, Plaintiff was allowed to proceed in his absence pursuant to Section 7(1) of the Industrial Court Act 1973 followed by Section 16 (1) of The District and Intermediate Courts (Civil Jurisdiction) Act.

Section 7(1) of the Industrial Court Act 1973 reads as follows: -

"7. Institution and conduct of proceedings

(1) Subject to the other provisions of this Act and to any specific procedural provisions in any enactment set out in the First Schedule, all proceedings before the Court shall be instituted and conducted in the same manner as proceedings in a civil or criminal matter, as the case may be, before a District Magistrate.

Default judgments are thus, governed by Section 16 (1) of The District and Intermediate Courts (Civil Jurisdiction) Act as follows:

"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."

Plaintiff's representative deposed in Court as per the averments above. He produced- (i) a copy of Defendant's contract of employment, (ii) his pay slip and (iii) a notice sent to him to pay the said one month's notice period as per Docs. P1, P2 and P3 respectively.

I have given due consideration to all the evidence put forward before me. The straightforward testimony of Plaintiff's representative has convinced me that he is a truthful witness inasmuch as per Defendant's contract of employment namely Doc. P1, he ought to have given Plaintiff one month's notice prior to him leaving his job failing which the Plaintiff was

fully entitled to claim from Defendant one month's wages which is also in line with Section 63(5) of the Workers' Rights Act 2019 which reads as follows:

"63. Notice of termination of agreement

(5) Any party may, in lieu of giving notice of termination of agreement, pay to the other party the amount of remuneration the worker would have earned had he remained in employment during the period of notice".

Further, his testimony is compatible with Defendant's pay slip viz. Doc. P2 for March 2021. I have no difficulty in finding that his testimony is plausible and reliable let alone that it stood unrebutted throughout in the absence of Defendant who failed to file his plea.

For the reasons given above, I find that the case for the Plaintiff has been proved on a balance of probabilities. I, accordingly, order Defendant to pay to Plaintiff the sum of Rs. 11,175 representing one month's wages as indemnity in lieu of notice with interest at the legal rate as from the date of entry of the plaint until date of judgment. With Costs.

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

28.10.24

