

MANEESHA MOHINDEE VS FLORA BAY LTD

2023 IND 65

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Cause Number: 232/22

THE INDUSTRIAL COURT OF MAURITIUS

(CIVIL DIVISION)

In the matter of:-

MANEESHA MOHINDEE

Plaintiff

VS

FLORA BAY LTD

Defendant

JUDGMENT

Introduction

The Plaintiff was in the continuous employment of the Defendant as an administrative clerk since the 15th October 2015. By virtue of a claim backed by the Plaintiff's testimony in Court, she is claiming from the Defendant, the sum of Rs 251,515.65/- representing one month's wages as indemnity in lieu of notice, outstanding wages, refund of deduction of wages, refund of travelling expenses, refund of outstanding annual leaves, end of year bonus for the year 2021 and severance allowance.

The facts

The Plaintiff testified that she was working on a 6-day week basis for and in consideration of a monthly basic wage of Rs 12,500 and which should have been revised at Rs 12,875 as from January 2021. She worked on the 10th March 2021 and thereafter did not attend work due to the confinement period following the Covid-19 pandemic. Upon receipt of her work access permit, she attended work on the 9th April 2021 and the 12th April 2021.

It is the contention of the Plaintiff that the Defendant has failed to pay her wages for the months of January, February and March 2021 and she therefore construed that the failure to pay her remuneration within the prescribed delay, the Defendant has terminated her employment without notice and without any justification. She added that the Defendant has not paid to her 10 days wages, has failed to refund to her the travelling expenses, has deducted her salary, has failed to refund to her the outstanding annual leave and her end of year bonus.

In the present case, the Defendant has left default despite a substituted service having been effected at the registered office of the Defendant.

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 251,515.65/- representing one month's wages as indemnity in lieu of notice, outstanding wages, refund of deduction of wages, refund of travelling expenses, refund of outstanding annual leaves, end of year bonus for the year 2021 and severance allowance.

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 251,515.65/- 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, as well as Rs 80 transport expenses to attend Court.

Judgment delivered by: M.GAYAN-JAULIMSING, Ag President, Industrial Court
Judgment delivered on: 05th September 2023