

Tauckoor v Empowering People Ltd

2025 IND 69

THE INDUSTRIAL COURT OF MAURITIUS
(Civil Side)

In the matter of:-

CN 280/2024

Aruna Tauckoor

PLAINTIFF

v.

Empowering People Ltd

DEFENDANT

JUDGMENT

1. The Plaintiff avers in her plaint that she was in the continuous employment of the Defendant as Branch Supervisor on a 6-day-week basis since 01 September 2020. She was remunerated at monthly intervals at a basic rate of Rs 14,775. per month instead of Rs 15,775. per month as from 01 January 2023. The Plaintiff further avers that her earnings for the period February 2022 to January 2023 amounted to Rs 200,838.30 and her average monthly earnings were Rs 16,736.53. Her total earnings for the period January 2022 to December 2022 amounted to Rs 205,316.30. According to the plaint, the Plaintiff last worked on 30 December 2022 and was informed by the Defendant's management that the office will be closed as from 31 December 2022, and that work would resume on 07 January 2023. On that date, the Plaintiff was informed that the office will not open and that she would be informed when to resume work. However, nobody ever contacted her and the office remained closed as at 31 January 2023. The Plaintiff contends that the Defendant failed to remunerate her for the months of December 2022 and January 2023. The Plaintiff

avers that, by so doing, the Defendant has committed a breach of contract and the Plaintiff considers her employment as having been terminated on 31 January 2023 without notice and without any justification. The plaintiff spells out various sums purportedly due to the Plaintiff, including severance allowance, which she is now claiming from her former employer.

2. The Defendant company having left default, the Plaintiff was allowed to make out her case. The Plaintiff reiterated the averments of her plaint under solemn affirmation. She added that she was not provided with a written contract. She produced her payslip for the month of August 2022 (**Document A**). The Plaintiff further affirmed having spent Rs 480. in attending Court.

3. I have assessed the Plaintiff's claim. The case for the Plaintiff has remained unchallenged in the absence of the Defendant. In the circumstances, I find it safe to rely on the Plaintiff's account of events, as detailed in her plaint and confirmed in Court. I have no reason to doubt the Plaintiff's version and consider her averments established on a balance of probabilities. The Plaintiff is, therefore, entitled to the following sums:

(i)	Outstanding wages for the month of December 2022:	Rs 14,775.00
(ii)	Outstanding wages for the month of January 2023:	Rs 15,775.00
(iii)	One month's wages as indemnity in lieu of notice:	Rs 16,736.53
(iv)	Severance allowance for 29 months' continuous service (Rs 16,736.53 x 3 x 29/12 years):	Rs 121,339.84
(v)	Refund of 22 days' outstanding annual leave for the year 2023 (Rs 15,775./26 x 22 days):	Rs 13,348.08
(vi)	End-of-year bonus for the year 2022 (Rs 205,316.30 x 1/12):	Rs 17,109.69
(vii)	Arrears on wages (Rs 6,488. + Rs 2,103. + Rs 650.)	Rs <u>9,241.00</u>
TOTAL:		<u>Rs 208,325.14</u>

4. Pursuant to section 27(6) of the Workers' Rights Act ("the Act"), "*where a claim of non-payment or short payment of wages is made to the Court, the Court may, where it thinks fit, order an employer to pay interest at a rate not exceeding 12 per cent in a year on the amount of remuneration due from the date of non-payment or short payment to the date of payment.*"

5. Moreover, according to section 70(2) of the Act, "*the Court may, where it thinks fit and, whether or not a claim to that effect has been made, order an employer to pay interest at a rate not exceeding 12 per cent in a year on the amount of severance allowance payable from the date of the termination of the agreement to the date of payment.*"

6. In the light of the above, I order the Defendant to pay to the Plaintiff the sum of Rs 208,325.14, together with interest at the rate of 12% per annum on the amount of wages due from the date of non-payment or short payment to the date of payment, and interest at the rate of 12% per annum on the amount of severance allowance payable from the date of the termination of the agreement to the date of payment. I further order the Defendant to pay Rs 480. to the Plaintiff as compensation for expenses incurred by the latter in attending Court.

03 October 2025

M. ARMOOGUM

Magistrate