

Bajan D. v World Class Garden Services Ltd

2025 IND 54

Cause Number 423/24

IN THE INDUSTRIAL COURT OF MAURITIUS
(Civil side)

In the matter of:

Mrs. Devika Bajan

Plaintiff

v.

World Class Garden Services Ltd

Defendant

Judgment

This is a case where Defendant has not filed any plea following the lodging of the present plaint by Plaintiff.

Besides, Defendant has left default on the trial day in spite of the fact that it was duly summoned.

The trial has proceeded in its absence and the evidence led by the Plaintiff is to the effect that she was in the continuous employment of Defendant as Gardener since 12.6.2014.

She was employed on a 6- day week basis and her terms and conditions of employment were governed by the Workers' Rights Act 2019. She was last remunerated at monthly intervals

at the basic rate of Rs 10,200 instead of Rs 11075, as she was not paid additional remuneration of Rs 375 and Rs 500 respectively for the years 2021 and 2022.

On 31.5.2022, she received a letter from Defendant dated 1.4.2022 wherein she was informed that her employment was terminated as from 31.5.2022 on economic ground.

She has not been paid wages for the month of May 2022. As at 31.5.2022, she had ten days' outstanding annual leaves for the year 2022 and Defendant has failed to refund same. Defendant has also failed to pay her an end of year bonus for the year 2022. She has produced her letter of termination as per Doc. A.

Therefore, Plaintiff has claimed from Defendant the sum of Rs. 31,024.20 made up as follows: one month's wages as indemnity in lieu of notice: Rs 11,075.00, outstanding wages for the month of May 2022: Rs 11,075.00, 10 days outstanding annual leaves for the year 2022 (Rs 11,075/26 x 10 days): Rs 4,259.62 and end of year bonus for the year 2022 (Rs 11,075/ 12 x 5): Rs 4,614.58.

It is useful to note that default judgments are governed by section 16 (1) of the District and Intermediate Courts (Civil Jurisdiction) Act pursuant to section 7(1) of the Industrial Court Act 1973.

Section 16 (1) of the District and Intermediate Courts (Civil Jurisdiction) Act provides:

"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." **(the above underlining is mine)**

I have given due consideration to all the evidence put forward before me. The straightforward testimony of Plaintiff is in line with her termination of contract as per the letter emanating from Defendant (Doc. A). Furthermore, her sound testimony has remained uncontested and undisputed throughout. Thus, I am convinced that she is a truthful witness and

I have no qualms in finding that the case for the Plaintiff has been proved on a balance of probabilities.

I, accordingly, give judgment in terms of the plaint as per section 16 (1) of the above Act.

I order Defendant to pay to the Plaintiff the sum of Rs. 31,024.20 representing one month's wages as indemnity in lieu of notice: Rs 11,075.00, outstanding wages for the month of May 2022: Rs 11,075.00, 10 days outstanding annual leaves for the year 2022 (Rs 11,075/26 x 10 days): Rs 4,259.62 and end of year bonus for the year 2022 (Rs 11,075/ 12 x 5): Rs 4,614.58 with interest at the rate of 12% per annum on the amount of remuneration due from the date of non-payment to the date of payment.

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

29.07.2025