

Khodabocus v Automotion Ltd

2024 IND 75

THE INDUSTRIAL COURT OF MAURITIUS

(Civil Side)

In the matter of:-

CN 258/2023

Bibi Nazihah Khodabocus

PLAINTIFF

v.

Automotion Ltd

DEFENDANT

JUDGMENT

1. The Plaintiff avers in her plaint that she was in the continuous employment of the Defendant as secretary on a 6-day-week basis since 21 August 2017. She was remunerated at monthly intervals at a basic rate of Rs 10,500. per month. The Plaintiff contends that on 12 June 2020, the Defendant's director verbally terminated her employment on the ground of gross misconduct, the Plaintiff having left her car in the garage and left office without informing the said director. The Plaintiff considered her employment as having been terminated without notice and without any justification, the more so as she was not afforded an opportunity to answer any charge levelled against her in relation to her alleged misconduct. The plaintiff spells out various sums purportedly due to the Plaintiff, which she is now claiming from her former employer.

2. The Defendant company having left default despite due service of process at its registered office address, 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 being paid cash and did not receive any payslip. The Plaintiff further affirmed having spent Rs 750. in attending Court, namely Rs 500. for fuel and Rs 250. for parking fees.

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)	One month's wages as indemnity in lieu of notice:	Rs 10,500.00
(ii)	Severance allowance for 33 months' continuous service (Rs 10,500. x 3 x 33/12 years):	Rs 86,625.00
(iii)	Outstanding wages for the months of March, April & May 2020 (Rs 500. + Rs 6,500. + Rs 500.):	Rs 7,500.00
(iv)	Outstanding wages for the period 01 to 12 June 2020:	Rs 4,038.46
(v)	Refund of outstanding annual leave 2020 (Rs 10,500./26 x 20 days):	Rs 8,076.92
(vi)	End-of-year bonus for 2020 <i>pro rata</i> [(Rs 10,500. x 5 months) + Rs 4,038.46] x 1/12:	Rs <u>4,711.54</u>
	TOTAL:	<u>Rs 121,451.92</u>

4. Pursuant to section 70(2) of the Workers' Rights 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.*"

5. In the light of the above, I order the Defendant to pay to the Plaintiff the sum of Rs 121,451.92, together with 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 750. to the Plaintiff as compensation for expenses incurred by the latter in attending Court.

13 December 2024

M. ARMOOGUM

Magistrate