

Mr. Rameshdeo Hurkoo v Defence Hitech Security Services Ltd

2024 IND 49

Cause Number 324/23

IN THE INDUSTRIAL COURT OF MAURITIUS
(Civil side)

In the matter of:

Mr. Rameshdeo Hurkoo

Plaintiff

v.

Defence Hitech Security Services Ltd

Defendant

Judgment

The averments of this plaint are as follows-

Plaintiff was in the employment of Defendant as Security Guard since 23.1.2020.

His terms and conditions of employment were governed by the Private Security Services Employees (Remuneration) Regulations 2019, GN No. 223 of 2019.

He was working on a 6- day week basis and was remunerated at monthly intervals at the basic rate of Rs 8,500 monthly instead of Rs 10,282.

He has worked for 420 hours at normal rate, 180 hours at rate 1.5 and 96 hours at rate 2 for period 16.6.2020 to 14.8.2020 and he had been paid only Rs 8,160.

The distance between his place of work and his residence exceeds three kilometers and Defendant has failed to pay him his travelling expenses for period 16.6.2020 to 14.8.2020 amounting to Rs 1,914.

On 14.8.2020, his employment was verbally terminated by the Director, Mr. Ramachundren Balakrishna Patten, also known as Veeren, when he told him that he has not been paid his salary correctly.

Plaintiff is, therefore, claiming from Defendant the sum of Rs. 47,635.63 allegedly made up as follows: Wages for period 16.6.2020 to 14.8.2020: (Rs 10,282/26/8 x 420 hrs) + (Rs 10,282/26/8 x 180 hrs x 1.5) + (Rs 10,282/26/8 x 96 hrs x 2): Rs 43,599.63, travelling for period 16.6.2020 to 14.8.2020(less amount already paid on 13.8.2020: Rs 8,160.00): Rs 1,914.00, one month's wages as indemnity in lieu of notice: Rs 10,282.00.

Defendant left default on the trial day although it was duly summoned to appear.

Thus, Plaintiff testified in Court as per the above averments in its absence pursuant to Section 16 (1) of the District and Intermediate Courts (Civil Jurisdiction) Act in line with the provisions of Section 7(1) of the Industrial Court Act 1973 within the ambit of the applicable law namely the **Workers' Rights Act 2019, Act No. 20 of 2019**. He has produced a copy of a cheque in relation to a payment made in the sum of Rs 8,160 as per Doc. A. He has also claimed travel expenses in attending Court in the amount of Rs 144.

I have duly considered all the evidence put forward before me. I find no valid reason to disbelieve the plausible and straightforward testimony of Plaintiff. Moreover, I find that the testimony of Plaintiff is reliable and unshakable when gauged with the fact that it remained unrebutted in its form and tenor in the absence of Defendant.

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 the Plaintiff the sum of Rs. 47,635.63 consisting of wages for period 16.6.2020 to 14.8.2020: (Rs 10,282/26/8 x 420 hrs) + (Rs 10,282/26/8 x 180

hrs x 1.5) + (Rs 10,282/26/8 x 96 hrs x 2): Rs 43,599.63, travelling for period 16.6.2020 to 14.8.2020(less amount already paid on 13.8.2020: Rs 8,160.00): Rs 1,914.00, one month's wages as indemnity in lieu of notice: Rs 10,282.00 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. I also order Defendant to pay to Plaintiff travel expenses in attending Court in the sum of Rs 144.

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

30.09.24