

Boodhoo R.K. v Get-To-Plus Ltd(trading under the name of Marygold Residence)

2025 IND 40

Cause Number 125/23

IN THE INDUSTRIAL COURT OF MAURITIUS
(Civil side)

In the matter of:

Mr. Rajeev Kumar Boodhoo

Plaintiff

v.

Get-To-Plus Ltd (trading under the name of Marygold Residence)

Defendant

Judgment

This is a case where the trial has proceeded in the absence of the Defendant, as the latter has left default although it was duly summoned pursuant to Section 16 (1) of the District and Intermediate Courts (Civil Jurisdiction) Act by virtue of Section 7(1) of the Industrial Court Act 1973.

As far as default judgments are concerned, 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.”(emphasis added)

Thus, Plaintiff has given evidence in Court in line with the averments of this plaint which are reproduced below and has produced a copy of his national pensions account as per Doc. P1 for the Financial year starting 1978 and ending 2020 in relation thereto-

Plaintiff was in the continuous employment of Defendant as Receptionist since 15.6.2013. He was employed on a 6-day week basis and was remunerated at monthly intervals at the basic rate of Rs 7,800 per month. He should have been remunerated at the rate of Rs 9,700 per month as from 1.1.2020.

He last worked on 20.3.2020 and thereafter did not attend work due to the confinement period following the outbreak of the Covid 19 pandemic. Though the confinement period ended on 1.6.2020, he was not required by Defendant to resume work on 2.6.2020.

He phoned Defendant's Director, Mr. Dawanansing Guttoo on several occasions during period 21.3.2020 to 30.6.2020 but the latter failed to answer his calls. On 1.7.2021, Defendant had neither requested him to resume work nor remunerated him for the months of March, April, May and June 2020 respectively.

By failing to provide him work and to remunerate him within the prescribed delay, Defendant has committed a breach of contract which he construes as a termination of employment on 1.7.2020 without notice and without any justification.

Defendant has failed to pay him the End of Year Bonus for year 2020.

Therefore, Plaintiff is claiming from Defendant the sum of Rs.257,050 made up as follows:

(a) Outstanding wages for period March 2020 to June 2020 (Rs 9,700 x 4 months): Rs 38,800.

(b) One month's wages as indemnity in lieu of notice: Rs 9,700.

(c) *Severance allowance for 84 months' continuous service (Rs 9,700 x 3 x 84/12 years):*
Rs 203,700.

(d) *End of year bonus for year 2020 ((Rs 9,700 x 6 months) x 1/12): Rs 4,850.*

I have duly considered all the evidence put forward before me. The unrebutted and undisputed testimony of Plaintiff in its form and tenor in the absence of Defendant is compatible with the documentary evidence produced viz. Plaintiff's national pensions account as per Doc. P1.

Thus, I have no qualms as regards the soundness, reliability and plausibility of the evidence led by the Plaintiff given that the Defendant has left default.

For the reasons given above, I find that the case for the Plaintiff has been proved on a balance of probabilities.

I, accordingly, give judgment in terms of the plaint by ordering the Defendant to pay to the Plaintiff the sum of Rs.257,050 representing outstanding wages for period March 2020 to June 2020 (Rs 9,700 x 4 months): Rs 38,800, one month's wages as indemnity in lieu of notice: Rs 9,700, severance allowance for 84 months' continuous service (Rs 9,700 x 3 months x 84/12 years): Rs 203,700 with interest at the rate of 12% per annum on the amount of severance allowance payable from the date of termination of employment to the date of payment and end of year bonus for year 2020 ((Rs 9,700 x 6 months) x 1/12): Rs 4,850.

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

29.5.25.

