

**MUHAMMAD TASLEEM KOTOWAROO VS MAYFAIR AND PURELY  
COMMUNICATIONS LTD**

**2024 IND 55**

**MUHAMMAD TASLEEM KOTOWAROO VS MAYFAIR AND PURELY  
COMMUNICATIONS LTD**

Cause Number: 23/23

**THE INDUSTRIAL COURT OF MAURITIUS**

(CIVIL DIVISION)

In the matter of:-

**MUHAMMAD TASLEEM KOTOWAROO**

Plaintiff

**VS**

**MAYFAIR AND PURELY COMMUNICATIONS LTD**

Defendant

**JUDGMENT**

*Introduction*

The Plaintiff was in the continuous employment of the Defendant as system administrator since the 01st April 2019. By virtue of a claim backed by the Plaintiff's testimony in Court, he is claiming from the Defendant, the sum of Rs 565,957.36/- representing balance of remuneration for the period of July to December 2019, outstanding wages for the period of January to April 2020, one month's wage as indemnity in lieu of notice, severance allowance, refund of 22 days outstanding annual leave, end of year bonus for the years 2019 and 2020.

*The facts*

The Plaintiff testified that he was working on a 5-day week basis for and in consideration of a monthly terminal basic wage of Rs 45,000 together with a monthly travelling allowance of Rs 3,500 in 2019. He averred that he should have been paid Rs 45,300 per month as basic salary as from the 01<sup>st</sup> January 2020. He was not paid his full remuneration for the period of July to December 2019 and the Defendant failed to remunerate him as from December 2019 onwards. The Defendant further failed to pay to him the end of year bonus for the years 2019 and 2020.

The Plaintiff stated that he last worked from home on the 5<sup>th</sup> April 2020 as the country went on confinement as from 10<sup>th</sup> March 2020 due to the Covid 19 pandemic. By way of an e-mail sent to the Defendant on the 5<sup>th</sup> April 2020, he informed the latter that since it had failed to pay to him the remuneration due, he would no longer attend work. The Plaintiff contended that by failing to pay to him his outstanding wages and allowances within the prescribed delay, the Defendant has committed a breach of contract which he construes as a termination of employment on the 5<sup>th</sup> April 2020 without notice and without any justification.

According to the Plaintiff, at the time of termination of his employment, he had 16 days outstanding annual leave and is therefore claiming the sum of RS 565,957.36 representing balance of remuneration for the period of July to December 2019, outstanding wages for the period of January to April 2020, one month's wage as indemnity in lieu of notice, severance allowance, refund of 22 days outstanding annual leave, end of year bonus for the years 2019 and 2020.

In the present case, the Defendant left default despite a substituted service effected on the Defendant at its registered office on the 30th August 2024.

#### *Observations*

I have assessed the evidence on record . It is to be remembered that “*making out a case does not mean that one has got to jump both feet all over the principles of evidence and all the matters required in order to make out a case...*”. (**VELVINDRON VS NOORDALLY (1979) MR 243**).

In the present case, the Plaintiff has undisputedly established that the Defendant has terminated his employment without notice and without any justification. The version of the Plaintiff has remained credible, unchallenged and unshattered. In the circumstances, I find that the Defendant has unlawfully terminated the contract of employment in breach of **THE WORKERS' RIGHTS ACT 2019**. The Defendant is therefore indebted to the Plaintiff in the sum of Rs 565,957.36.

#### *Conclusion*

In light of the above, I find that the Plaintiff has established his case on a balance of probabilities. I order the Defendant to pay to the Plaintiff the sum of Rs 565,957.36 together with interests at the rate of 12% per annum on the amount of remuneration due from the date of non-payment to the date of payment.

Judgment delivered by: M.GAYAN-JAULIMSING, Ag President, Industrial Court

Judgment delivered on: 15<sup>th</sup> October 2024