

**JACQUES BERNARD PARSAD VS DEFENCE HITECH SECURITY
SERVICES LTD**

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**JACQUES BERNARD PARSAD VS DEFENCE HITECH SECURITY
SERVICES LTD**

Cause Number: 482/23

THE INDUSTRIAL COURT OF MAURITIUS
(CIVIL DIVISION)

In the matter of:-

JACQUES BERNARD PARSAD

Plaintiff

VS

DEFENCE HITECH SECURITY SERVICES LTD

Defendant

Judgment

Introduction

The Plaintiff was in the continuous employment of the Defendant as a security guard from the 10th March 2022 to the 15th April 2022. By virtue of a claim backed by the Plaintiff's testimony in Court, he is claiming from the Defendant the sum of Rs 25,000.50/- representing outstanding wages and extra work payable.

The facts

The Plaintiff testified that he was employed on a 6 day-week basis and worked regularly on Sundays. He was posted at the agriculture section at Malherbes. He was informed by the Defendant that he would be remunerated at monthly intervals at the basic rate of Rs 10,200 instead of the prescribed basic rate of Rs 12,009 per month. The Defendant's pay period was from the 16th day of the current month to the 15th day of the following month. According to the Plaintiff, he has worked on all working days from the 16th March 2022 to the 15th April 2022 and the Defendant has failed to remunerate him for the work performed. He added that he performed 78 hours as extra work payable at one and half time the basis rate and 54 hours as

extra work payable at twice the basic rate but the Defendant has failed to remunerate him for same.

In view of the above, the Plaintiff claimed from the Defendant the sum of Rs 25,000.50/- representing outstanding wages for the period of 16th March 2022 to the 15th April 2022 and extra work payable at 1.5 and 2 times the basic rate.

In the present case, the Defendant has left default despite a substituted service effected by posting up on the premises of the Defendant.

Observations

I have assessed the evidence on record and the documents produced. 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).

I have noted that the period of claimed outstanding wages has been particularised from 16.02.2022 to 15.04.2022 in paragraph 2 of the Plaintiff, but clearly the accurate period should read 16th March 2022 to 15th April 2022 as the Plaintiff started work in March 2022 in relation to a pay period applicable from the 16th March 2022. This is apparent throughout the plaint.

In the present case, the Plaintiff has undisputedly established that the Defendant has failed to pay to him outstanding wages and extra work payable. The version of the Plaintiff has remained credible, unchallenged and unshattered. In the circumstances, I find that the Defendant is therefore indebted to the Plaintiff in the sum of Rs 25,000.50/-representing outstanding wages for the period of 16th March 2022 to 15th April 2022 and extra work payable at 1.5 and twice the basic rate.

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 25,000.50/- 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: 12th September 2024