

Bhundoo P.S. v Defence Hitech Security Services Ltd

2025 IND 41

Cause Number 11/24

IN THE INDUSTRIAL COURT OF MAURITIUS
(Civil side)

In the matter of:

Mr. Prabhakar Singh Bhundoo

Plaintiff

v.

Defence Hitech Security Services Ltd

Defendant

Judgment

The averments of this plaint are to the following effect-

Plaintiff was in the continuous employment of Defendant as Security Guard since 22.2.2022.

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 last remunerated at monthly intervals at the basic rate of Rs 9,000 instead of Rs 12,009 per month. He has resigned on his own on 16.5.2022.

During period 16.4.2022 to 15.5.2022, he performed:

- (i) *192 hours of normal work;*
- (ii) *96 hours of overtime at the rate of 1.5; and*
- (iii) *48 hours of overtime at the rate of 2.0;*
- (iv) *24 hours of overtime at the rate of 3.0*

and Defendant failed to remunerate him.

Plaintiff is, therefore, claiming from Defendant the sum of Rs. 29,098.73 made up as follows: 192 hours of normal work (Rs 12,009/ (26 x8) x 192 hours x 1.0): Rs 11,085.23, 96 hours of overtime at the rate of 1.5 (Rs 12,009/ (26 x8) x 96 hours x 1.5): Rs 8,313.92, 48 hours of overtime at the rate of 2.0 (Rs 12,009/ (26 x8) x 48 hours x 2.0): Rs 5,542.62 and 24 hours of overtime at the rate of 3.0 (Rs 12,009/ (26 x8) x 24 hours x 3.0): Rs 4,156.96 .

Defendant did not put in an appearance on the trial day although it was duly summoned to do so.

Thus, Plaintiff has 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 enabled by Section 7(1) of the Industrial Court Act 1973. He has produced a copy of his attendance as per Doc. P1 and a copy of his account statement as per Doc. P2.

The provisions of the law regarding default judgments are to be found under Section 16 (1) of the District and Intermediate Courts (Civil Jurisdiction) Act which reads as follows –

*“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)**

I have duly considered all the evidence put forward before me. I find no valid reason to doubt the plausible, sound, unrebutted and straightforward testimony of Plaintiff and which is compatible with the documentary evidence produced viz. Docs. P1 and P2. Hence, 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 as per Section 16 (1) of the District and Intermediate Courts (Civil Jurisdiction) Act and I order Defendant to pay to the Plaintiff the sum of Rs. 29,098.73 made up as follows: 192 hours of normal work (Rs 12,009/ (26 x8) x 192 hours x 1.0): Rs 11,085.23, 96 hours of overtime at the rate of 1.5 (Rs 12,009/ (26 x8) x 96 hours x 1.5): Rs 8,313.92, 48 hours of overtime at the rate of 2.0 (Rs 12,009/ (26 x8) x 48 hours x 2.0): Rs 5,542.62 and 24 hours of overtime at the rate of 3.0 (Rs 12,009/ (26 x8) x 24 hours x 3.0): Rs 4,156.96 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.

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

29.05.25