

Camoin v Les Bijoux d'Alia Ltee

2025 IND 36

THE INDUSTRIAL COURT OF MAURITIUS

(Civil Side)

In the matter of:-

CN 1021/2019

Lisemay CAMOIN

PLAINTIFF

v.

LES BIJOUX D'ALIA LTEE

DEFENDANT

JUDGMENT

1. The Plaintiff avers in her plaint that she was in the continuous employment of the Defendant as administrative officer on a 6-day-week basis. She was employed by the Defendant since 02 December 2011. She was remunerated at monthly intervals at the basic rate of Rs 16,213. per month and her average monthly earnings amounted to Rs 23,502.58. Following a disciplinary committee, by way of letter dated 17 December 2018, the Defendant terminated the Plaintiff's employment with immediate effect for breach of trust. The Plaintiff contends that she had denied the charge and that her employment had been terminated without notice and without any justification. Moreover, the Plaintiff contends that the Defendant had failed to refund her 20 days annual leave. She is thus claiming a total sum of Rs 529,528.29 from her former employer.

2. The Defendant company having left default, the Plaintiff was allowed to make out her case.

3. The Plaintiff reiterated the averments of her plaint under oath. She produced a copy of her payslip for the month of July 2018 (**Document A**), a copy of her letter of suspension dated 20 November 2018 (**Document B**), a copy of the letter convening her to the disciplinary committee (**Document C**), a copy of a letter postponing the said committee (**Document D**) and a copy of the letter terminating her employment (**Document E**).

4. I have assessed the Plaintiff's claim. The case for the Plaintiff has remained unrebutted in the absence of the Defendant. In the circumstances, I find it safe to rely on the Plaintiff's account of events, as detailed in her plaint and confirmed in Court. I have no reason to doubt the Plaintiff's version and consider her averments established on a balance of probabilities. I find that the Plaintiff's employment was terminated by the Defendant without notice nor justification and that she is entitled to the amounts claimed.

5. The Defendant is, therefore, indebted to the Plaintiff in the following sums:

(a)	one month's wages as indemnity in lieu of notice:	Rs 23,502.58
(b)	severance allowance for 84 months' continuous employment (Rs 23,502.58 x 3 x 84/12yrs):	Rs 493,554.18
(c)	refund of 20 days outstanding annual leave for the year 2018 (Rs 16,213./26 x 20 days):	<u>Rs 12,471.53</u>

TOTAL: **Rs 529,528.29**

6. Moreover, section 70(2) of the Workers' Rights Act provides:

"The Court may, where it thinks fit and, whether or not a claim to that effect has been made, order an employer to pay interest at a rate not exceeding 12 per cent in a year on the amount of severance allowance

payable from the date of the termination of the agreement to the date of payment."

7. In the light of the above, I order the Defendant to pay to the Plaintiff the sum of Rs 529,528.29, together with interest at the rate of 12% per annum on the amount of severance allowance payable from the date of the termination of the agreement to the date of payment.

12 May 2025

M. ARMOOGUM

Magistrate