

Bhoobun v Dream Escapes Properties Ltd

2025 IND 55

THE INDUSTRIAL COURT OF MAURITIUS

(Civil Side)

In the matter of:-

CN 445/2024

Anouksa BHOOBUN

PLAINTIFF

v.

DREAM ESCAPES PROPERTIES LTD

DEFENDANT

JUDGMENT

1. The Plaintiff avers in her plaint that she was in the continuous employment of the Defendant as *Valet* on a 6-day week basis since 03 January 2019. Her terms and conditions of employment were governed by the Catering and Tourism Industry (Remuneration) Regulations 2019. The Plaintiff further avers that she was remunerated at monthly intervals at the terminal basic rate of Rs 10,075. instead of Rs 11,002. a month as from January 2021 and Rs 11,502. a month as from January 2022.

2. According to the plaint, by way of letter dated 12 September 2022, the Plaintiff was convened to a disciplinary hearing on 19 September 2022 to answer specific charges. She attended the hearing and denied the said charges. Her employment was, nevertheless, terminated on 22 September 2022. The Plaintiff considers the termination of her employment to be without notice and without any justification, the

more so as the Defendant failed to give her at least 7 days' notice to answer the charges levelled against her. The Plaintiff is, thus, claiming the total amount of Rs 212,348.46 from the Defendant as detailed in her plaint.

3. The Defendant's representative failed to attend Court as and when required, despite an initial appearance. The Plaintiff was, hence, allowed to make out her case.

4. The Plaintiff testified as to the veracity of the averments of her plaint. She produced copies of her payslip for the month of May 2022 (**Document P1**), her suspension letter (**Document P2**) and her termination letter (**Document P3**), respectively.

5. I have considered the evidence on record, which has remained unrebutted as the Defendant failed to put up any defence to the Plaintiff's assertions. I, hence, have no reason to doubt the Plaintiff's version. I, therefore, find proved on a balance of probabilities that the following sums are due to the Plaintiff:

(a)	One month's wages as indemnity in lieu of notice:	Rs 11,502.00
(b)	Severance allowance for 56 months' continuous service (Rs 11,502. x 3 months x 56/12):	Rs 161,028.00
(c)	Arrears in wages for the period January 2022 to August 2022 (Rs 11,502. – Rs 10,075.) x 8 months:	Rs 11,416.00
(d)	End-of-year bonus for the year 2021:	Rs 11,002.00
(e)	End-of-year bonus for the year 2022 <i>pro rata</i> (Rs 11,502. X 8/12 months):	Rs 7,668.00
(f)	Refund of outstanding annual leave for the year 2022 (Rs 11,502./26 x 22 days):	<u>Rs 9,732.46</u>
	TOTAL:	<u>Rs 212,348.46</u>

6. Moreover, pursuant to section 70(2) of the Workers' Rights Act, *"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 212,348.46 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. I, further, order the Defendant to pay Rs 100. to the Plaintiff as compensation for expenses incurred by the latter in attending Court.

31 July 2025

M. ARMOOGUM

Magistrate