

RADERAM BOODRAM VS BHEEMUCK GEERAJ VARMA

2024 IND 68

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Cause Number: 157/24

THE INDUSTRIAL COURT OF MAURITIUS

(CIVIL DIVISION)

In the matter of:-

RADERAM BOODRAM

Plaintiff

VS

BHEEMUCK GEERAJ VARMA

Defendant

JUDGMENT

Introduction

The Plaintiff was in the continuous employment of the Defendant as 'Mason Grade I' since the 26th April 2021. His terms and conditions of employment were governed by the Blockmaking, Construction, Stone Crushing and Related Industries (Remuneration) Regulations 2019 GN No.205 of 2019. By virtue of a claim backed by the Plaintiff's testimony in Court, he is claiming from the Defendant, the sum of Rs 10,496/- representing outstanding wages for 8 days' work as well as refund of bus fare from the 4th May 2021 to the 15th May 2021.

The facts

The Plaintiff testified that he was working on a 6-day week basis for and in consideration of a daily basic wage of Rs 1,200, payable on a fortnightly basis. He averred that on the 15th May 2021, the Defendant told him that he would not effect any payment of wages as he has not received same from the Principal, Mr Ludovic. This is when he stopped work.

The Plaintiff is therefore claiming from the Defendant the sum of Rs 10,496 representing outstanding wages and refund of bus fare for 8 days' work.

In the present case, the Defendant has left default despite a personal service on him by usher.

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, by failing to pay the outstanding wages and bus fares to attend work. 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 by terminating the employment without notice and justification in breach of **THE WORKERS’ RIGHTS ACT 2019**.

The Defendant is therefore indebted to the Plaintiff in the sum of Rs 10,496/- representing outstanding wages and refund of bus fares for 8 days’ work.

Conclusion

In light of the above, I find that the Plaintiff has established her case on a balance of probabilities. I order the Defendant to pay to the Plaintiff the sum of Rs 10,496/- 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: 25th November 2024