

Niole N.E.N. v Straconsult Ltd

2025 IND 45

Cause Number 405/24

IN THE INDUSTRIAL COURT OF MAURITIUS
(Civil side)

In the matter of:

Mr. Noel Evans Norbert Niole

Plaintiff

v.

Straconsult Ltd

Defendant

Judgment

This is a case where Plaintiff gave evidence in Court in line with the averments of his plaint. He was in the continuous employment of Defendant as Business Development Officer since 1.9.2023 as per his contract of employment (Doc. A).

He was working on a 5- day week basis and was remunerated at monthly intervals at the basic rate of Rs 45,000 as basic salary and Rs 8,000 as fixed transport allowance, that is, a monthly remuneration of Rs 53,000 as per his pay slip for the month of September 2023 (Doc. B).

On 6.10 .2023, during a meeting with Mrs. S. Peeraullee, Head of Research and Consulting and Mr. K. Coopoomootoo, Operations Manager, the latter informed him the following: "*Management has taken the decision to terminate your employment with immediate effect.*"

He has therefore considered the termination of his employment by Defendant to be without notice.

Defendant has failed to pay him the end of year bonus 2023.

Plaintiff has, therefore, claimed from Defendant the sum of Rs. 56,750 made up as follows: one month's wages as indemnity in lieu of notice: Rs 53,000 and end of year bonus 2023 (Rs 45,000/12): Rs 3,750.

The trial of the case proceeded in the absence of the Defendant pursuant to Section 16 (1) of the District and Intermediate Courts (Civil Jurisdiction) Act by virtue of Section 7(1) of the Industrial Court Act 1973, as the Defendant has left default despite the fact that it was duly summoned to appear.

Default judgments are governed by Section 16 (1) of the District and Intermediate Courts (Civil Jurisdiction) Act which provides -

"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 that the straightforward, sound, uncontested, undisputed and unrebutted testimony of Plaintiff is compatible with the documentary evidence produced namely his contract of employment and his pay slip as per Docs. A and B respectively. Thus, I have no difficulty in finding that the case for the Plaintiff has been proved on a balance of probabilities.

In the light of the reasons given above, I give judgment in terms of the plaint (see- 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. 56,750 representing one month's wages as indemnity in lieu of notice: Rs 53,000 and end of year bonus 2023 (Rs 45,000/12): Rs 3,750.

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

10.06.25