

Rajcoomar M.C. v Island Wise Cleaning Ltd

2025 IND 51

Cause Number 72/25

IN THE INDUSTRIAL COURT OF MAURITIUS
(Civil side)

In the matter of:

Mrs. Marie Christelle Rajcoomar

Plaintiff

v.

Island Wise Cleaning Ltd

Defendant

Judgment

Given that Defendant has left default on the trial day despite the fact that it was duly summoned, the trial has proceeded in its absence in the present case.

Default judgments are governed by Section 16 (1) of the District and Intermediate Courts (Civil Jurisdiction) Act by virtue of Section 7(1) of the Industrial Court Act 1973.

Section 16 (1) of the District and Intermediate Courts (Civil Jurisdiction) Act 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**)

Thus, Plaintiff has given evidence in Court in line with the averments of this plaint which are essentially reproduced below and she has produced a copy of her termination letter dated 9.9.2020 as per Doc. A. in support thereof:

Plaintiff was in the continuous employment of Defendant as Cleaner since 8.2.2019. She was employed on a 6-day week basis and was remunerated at monthly intervals at the terminal rate of Rs 9,700 per month.

She last worked on 2.9.2020 and as she was in her seventh month of pregnancy, Mr. Jean Mighel Moonien, Defendant’s Director said the following to her: “Pas bixin vine travay a partir du 3.9.2020 ek prend conjé maternité”. He also added that Defendant would pay her for those leaves.

From 3.9.2020 to 8.9.2020, she stayed at her place on maternity leave.

On 9.9.2020, Mr. J.M. Moonien instructed her over the phone to come and see him at the office of the Defendant at Quatre Bornes. She met him on that day and he said the following to her: “La Compagnie pe aret toi travay a partir du 10.9.2020 acoz to situation et ki syndic lestuaire pa dakor trouve toi travay dan to letat acoz to gros ventre et li dangereux pou to travay coumsa.” However, through a letter dated the same day and which was remitted to her by him, Defendant terminated her employment only on ground of redundancy to which she was not agreeable.

She considers that Defendant has unjustifiably terminated her employment on 9.9.2020 the more so as she was on maternity leave.

Defendant failed to remunerate her for period 3.9.2020 to 9.9.2020. Defendant paid her the sum of Rs 5597 as severance allowance following the termination of her employment.

Therefore, Plaintiff is claiming from Defendant the sum of Rs.43,089.54 made up as follows:

(a) *Outstanding wages for period 3.9.2020 to 9.9.2020 (Rs 9,700/26 x 7 days): Rs 2,611.54.*

(b) *Severance allowance for 19 months' continuous service (Rs 9,700 x 3 months x 19/12) – Rs 5,597 already paid on 30.9.2020: Rs 40,478.00.*

Plaintiff has also claimed from Defendant travel expenses to attend Court in the sum of Rs.110.

I have duly considered all the evidence put forward before me. The unrebutted and undisputed testimony of Plaintiff in its form and tenor is fortified by Plaintiff's termination letter as per Doc. A.

Thus, I am convinced as regards the soundness, reliability and plausibility of the evidence led by the Plaintiff.

For the reasons given above, 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 [pursuant to Section 16 (1) of the District and Intermediate Courts (Civil Jurisdiction) Act] by ordering the Defendant to pay to the Plaintiff the sum of Rs.43,089.54 representing outstanding wages for period 3.9.2020 to 9.9.2020 (Rs 9,700/26 x 7 days): Rs 2,611.54 and Severance allowance for 19 months' continuous service (Rs 9,700 x 3 months x 19/12) – Rs 5,597 already paid on 30.9.2020: Rs 40,478.00 with interest at the rate of 12% per annum on the amount of severance allowance payable from the date of termination of employment to the date of payment.

I also order Defendant to pay to Plaintiff travel expenses to attend Court in the sum of Rs.110.

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

24.7.2025.

