

MARIE MAGDALA PATRICIA VOLAFITE VS VALTAO LTD

2023 IND 50

THE INDUSTRIAL COURT OF MAURITIUS

Cause Number: 440/22

In the matter of:-

MARIE MAGDALA PATRICIA VOLAFITE

Plaintiff

VS

VALTAO LTD

Defendant

Judgment

Introduction

The Plaintiff was in the continuous employment of the Defendant as Commercial since the 3rd August 2020. By virtue of a claim backed by the Plaintiff's testimony in Court, she is claiming from the Defendant the sum of Rs 42,825.36/- representing outstanding wages for September 2020 and October 2020 and fuel allowance for the months of August 2020 and September 2020.

The facts

The Plaintiff testified that she was employed on a 5 day-week basis for and in consideration of a monthly basic wage of Rs 20,000. She averred that the Defendant failed to remunerate her wages for the months of September 2020 and October 2020 as well as the fuel allowance for the months of August and September 2020.

In view of the above, the Plaintiff claimed from the Defendant the sum of Rs 42,825.36/- made up as follows:

- | | | |
|------|--|-------------|
| (i) | Outstanding wages for September and October 2020 | Rs 40,000 |
| (ii) | Fuel allowance for the months of August and September 2020 | Rs 2,825.36 |

Rs 42,825.36

In the present case, the Defendant has left default despite a substituted service effected on the Defendant, by the posting of the true and certified copy of the plaint with summons at its registered office on the 11th April 2023.

Observations

I have assessed the evidence on record and the documents produced. 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).**

The undisputed facts of the case reveal that the Plaintiff was in the continuous employment of the Defendant from the 3rd August 2020. The Plaintiff was legally entitled to a monthly wage. The Plaintiff has undisputedly established that the Defendant has failed to pay to her the outstanding wages for the months of September 2020 and October 2020 as well as the fuel allowance. The version of the Plaintiff has remained credible, unchallenged and unshattered.

In the circumstances, I find that the Defendant has committed a breach of the contract of employment by terminating the employment through failure to pay the necessary wages to the Plaintiff in line with section 61(2)(b) of **THE WORKERS’ RIGHTS ACT 2019**. It is therefore indebted to the Plaintiff in the sum of Rs 42,825.36/- representing the outstanding wages and fuel allowance.

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 42,825.36/- 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: 20th June 2023