

Chinien v Comajora Limitee

2025 IND 37

THE INDUSTRIAL COURT OF MAURITIUS

(Civil Side)

In the matter of:-

CN 201/2024

Jean Marie Judex CHINIEN

PLAINTIFF

v.

COMAJORA LIMITEE

DEFENDANT

JUDGMENT

1. The Plaintiff avers that he was in the continuous employment of the Defendant as supervisor on a 5-day week basis. He was employed by the Defendant since 31 August 2009. He was remunerated at monthly intervals at the basic rate of Rs 12,488. The pay period was from the 21st day of the current month to the 20th day of the following month. According to the Plaintiff, the Defendant regularly effected the payment of his wages outside delay. He was paid his salary for the month of April 2022 only after a complaint to the labour office. Moreover, the Plaintiff contends that he was not remunerated for the month of May 2022. The Plaintiff considers that the Defendant acted in breach of contract and avers that he was constructively dismissed without notice and without any justification. He is claiming the total sum of Rs 515,507.15 from the Defendant.

2. The Defendant company having left default, the Plaintiff was allowed to make out his case.

3. The Plaintiff reiterated the averments of his plaint under oath. He affirmed that he was never provided with a copy of his contract of work, despite request made to his employer. He, however, produced a copy of his statement showing payment made to the National Pensions Scheme by the Defendant (**Document P1**), a copy of his payslip for the month of March 2022 (**Document P2**), a copy of a statement of bank account showing his salary being credited by the Defendant (**Document P3**).

4. I have assessed the Plaintiff's case. Same has remained uncontradicted in the absence of the Defendant. In the circumstances, I find it safe to rely on the Plaintiff's unchallenged account of events, as detailed in his plaint and confirmed in Court. I have no reason to doubt the Plaintiff's version and consider his averments established on a balance of probabilities. I find that the Plaintiff's employment was terminated by the Defendant without notice nor justification and that he is entitled to the amounts claimed as detailed in his plaint.

5. The Defendant is, thus, indebted to the Plaintiff in the following sums:

(i)	one month's wages as indemnity in lieu of notice:	Rs	12,488.00
(ii)	severance allowance for 152 months' continuous service (Rs 12,488. x 3 x 152/12yrs):	Rs	474,544.00
(iii)	outstanding wages for May 2022:	Rs	12,488.00
(iv)	refund of travelling expenses for May 2022:	Rs	1,134.00
(v)	end-of-year bonus for the year 2022 <i>pro rata</i> (Rs 12,488. X 5 months) x 1/12:	Rs	5,203.33
(vi)	refund of outstanding annual leave for the year 2022 (Rs 12,488./22 x 17 days):	Rs	<u>9,649.82</u>
TOTAL:			<u>Rs 515,507.15</u>

6. Moreover, section 70(2) of the Workers' Rights Act provides:

"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 give judgment for the Plaintiff in the sum of Rs 515,507.15, 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.

21 May 2025

M. ARMOOGUM

Magistrate