

Azie v Sarah

2025 IND 7

THE INDUSTRIAL COURT OF MAURITIUS

(Civil Side)

In the matter of:-

CN 435/2022

Jean Marie AZIE

PLAINTIFF

v.

Joseph Clency SARAH

DEFENDANT

JUDGMENT

1. The Plaintiff avers that he was in the continuous employment of the Defendant as mason since 21 October 1991. He was employed on a 6-day week basis and was remunerated at weekly intervals at the basic terminal rate of Rs 1,200. per day. According to the Plaintiff, the Defendant failed to provide him work as from 11 September 2019 and failed to remunerate him. The Plaintiff considers that his employment has thus been terminated by the Defendant without notice and without justification. The Plaintiff further contends that the Defendant has failed to pay him wages in lieu of 16 days of annual leave. In all, the Plaintiff is claiming Rs 2,655,600. from the Defendant, together with interests.

2. The Defendant having left default, the Plaintiff made out his case and confirmed the averments of his plaint under oath in Court.

3. I have assessed the Plaintiff's claim. The case for the Plaintiff has remained unchallenged in the absence of the Defendant such that I find it safe to rely on the Plaintiff's version. I have no reason to doubt the Plaintiff's account and consider his

averments established on a balance of probabilities. The Plaintiff is, thus, entitled to the following sums:

| | | |
|-------|---|------------------------|
| (i) | One month's wages as indemnity in lieu of notice (Rs 1,200. x 26 days): | Rs 31,200.00 |
| (ii) | Severance allowance for 334 months of continuous service (Rs 31,200. x 3 x 334/12 yrs): | Rs 2,605,200.00 |
| (iii) | Refund of 16 days outstanding annual leave for the year 2019 (Rs 1,200. x 16 days): | <u>Rs 19,200.00</u> |
| | TOTAL: | <u>Rs 2,655,600.00</u> |

4. Pursuant to section 70(2) of the Workers' Rights Act, *"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."*

5. In the light of the above, I order the Defendant to pay to the Plaintiff the sum of Rs 2,655,600., 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.

13 February 2025

M. ARMOOGUM

Magistrate