

Choony v Holdem Holdings Ltd

2024 IND 21

THE INDUSTRIAL COURT OF MAURITIUS

(Civil Side)

In the matter of:-

CN 300/2023

Akhil Kumar Doomara CHOONY

PLAINTIFF

v.

Holdem Holdings Ltd

DEFENDANT

JUDGMENT

1. The Plaintiff avers that he was in the continuous employment of the Defendant as *Center Manager and Doctor* when his employment was terminated with immediate effect on 18 April 2019 on the ground of restructuration. However, contrary to the terms of his contract, the Defendant failed to pay to him 2 weeks' wages in lieu of notice. Through the present action, the Plaintiff is claiming from the Defendant the corresponding amount in the sum of Rs 18,181.82.

2. The Defendant has left default despite due service of process. In the circumstances, the Plaintiff was allowed to make out his case.

3. The Plaintiff reiterated the averments of his plaint under solemn affirmation. He produced copies of his payslip for the month of October 2018 (**Document A**), his contract of employment (**Document B**), and his termination letter (**Document C**). He

prayed for judgment in the said sum of Rs 18,181.82 plus Rs 4,000. to Rs 5,000. as wages lost for Court attendance.

4. I have considered the evidence adduced by the Plaintiff, which has remained unrebutted in view of the unexplained non-appearance of the Defendant. I have no reason to doubt the Plaintiff's assertion that his employment was terminated without notice. The Plaintiff was in the Defendant's employment from 13 August 2018 to 18 April 2019 on a 5-day week basis and was remunerated at the monthly basic rate of Rs 40,000. Pursuant to Clause 6 of his contract of employment (**Document B**), the Defendant was required to give to the Plaintiff 2 weeks' notice should it decide to terminate the work agreement. The evidence shows that this was not done. The Plaintiff is, therefore, entitled to payment of wages as indemnity in lieu of notice in the sum of Rs 18,181.82 (i.e. Rs 40,000/22 x 10 days). As regards the Plaintiff's prayer for compensation for wages lost in attending Court, I am of the view that same has not been sufficiently substantiated and I refuse to make any award in that respect.

5. In the light of the above, I order the Defendant to pay to the Plaintiff the sum of Rs 18,181.82.

12 June 2024

M. ARMOOGUM

Magistrate