

KANNI VS MINDAFRICA BROKER AND CONSULTANCY

2023 IND 30

THE INDUSTRIAL COURT OF MAURITIUS

Cause Number: 162/2022

In the matter of:-

ANJAIREE CHENGUN KANNI

Plaintiff

VS

MINDAFRICA BROKER & CONSULTANCY LTD

Defendant

Judgment

Introduction

The Plaintiff was in the continuous employment of the Defendant as Data Entry Operator since the 1st October 2017. By virtue of a claim backed by the Plaintiff's testimony in Court, she is claiming from the Defendant the sum of Rs 70,472 representing outstanding wages for the period of July 2019 to January 2020, after the deduction of Rs 5,000 which was paid by the Defendant to the Plaintiff.

The facts

The Plaintiff testified that she was employed on a 5 day-week basis for and in consideration of a monthly remuneration of Rs 11,060, as evidenced by a copy of a payslip produced in Court by the Plaintiff. Her terms and conditions of employment were governed by The Workers' Rights Act. On the 31st January 2020, she resigned. It is the contention of the Plaintiff that the Defendant has failed to remunerate her the wages for the period of July 2019 to January 2020. The outstanding wages from July 2019 to January 2020 amount to Rs 75,472, out of which the Defendant has already paid Rs 5,000 to the Plaintiff, leaving a balance of Rs 70,472, which amount is being claimed by the Plaintiff.

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 on the wall of the premises of the Defendant at the registered address on the 29th December 2022.

Observations

I have assessed the evidence on record and the documents produced, bearing in mind 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...*”.

The undisputed facts of the case reveal that the Plaintiff was in the continuous employment of the Defendant from 1st October 2017 until the 31st January 2020, during which period she was legally entitled to a monthly allowance. The Plaintiff has undisputedly established that the Defendant has failed to pay to her the outstanding wages for the period of July 2019 to January 2020, less Rs 5,000 which the Defendant made good to the Plaintiff. Interestingly, I have been favoured with a document produced by the Plaintiff reflecting an undertaking on the part of the Defendant to pay to the Plaintiff the amount which the Defendant owed to the Plaintiff, at latest the 31st January 2020. This undertaking was not honoured by the Defendant.

In the circumstances, I find that the Defendant is indebted to the Plaintiff in the sum of Rs 70,472 representing the outstanding wages owed by the Defendant to the Plaintiff for the period of July 2019 to January 2020, taking into account that an amount of Rs 5,000 has already been paid.

Conclusion

In light of the above, I find that the Plaintiff has established its case on a balance of probabilities. I order the Defendant to pay to the Plaintiff the sum of Rs 70,472 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: 15th May 2023