Gowtam Seegoolam v Alert Security Services Ltd

2025 IND 29

THE INDUSTRIAL COURT

CN: 380/23

In the matter of: -

SEEGOOLAM Gowtam

Plaintiff

v/s

ALERT SECURITY SERVICES LTD

Defendant

Judgment

A. Background

1. The plaintiff was in continuous employment of defendant as watchperson since 15/06/18.
2. By virtue of a claim, the Plaintiff is praying for a judgement condemning and ordering defendant to pay to him the sum of Rs 13,369/- together with such amount as compensation for wages lost or expenses incurred in attending Court.

B. Plaintiff's Case

3. For the purposes of the make out, the Labour Officer called Mr Seegoolam, plaintiff.
4. The plaintiff stated that he was employed on a 6-day week basis and remunerated at monthly intervals at the rate of Rs 461/- per day.

5. The plaintiff considers that the defendant has failed to pay him for 21 normal working days and 4 Sundays for the period of 15/02/19 to 11/03/19.
6. He therefore prayed for a judgement condemning and ordering defendant to pay to them the sum of Rs 13,369/-.
7. The plaintiff stated that the averment in paragraph 4 will not be insisted upon.

C. <u>Defendant's Case</u>

8. Defendant did not appear to Court.

D. <u>Analysis</u>

9. The provision of the law governing default judgments is as follows: ***"Where on the day so fixed in the summons, or at any continuation or adjournment of the Court or cause in which the summons was issued, the defendant does not appear, or does not sufficiently excuse his absence, the Court, upon proof of the service of the summons, may give judgment in terms of the plaint or, where the cause includes a claim for substantial damages, proceed to the hearing of the witnesses and trial of the cause on the part of the plaintiff only, and in either case, the judgment shall, subject to subsection (2), be as if both parties had attended."***
10. However, it is imperative to note that a failure of a Defendant to take action by leaving default does not invariably mean that a default judgment is relegated to an administrative act only or a matter of course in favour of the Plaintiff.
11. As rightly pointed out by Learned Queen Counsel during his submissions and quoted with approval by their Lordships in the case of **Velvindron v Noordally**[1], '*making out a case does not mean that one has got to jump both feet over all the principles of evidence and all the matters required in order to make out a case but Your Lordships will remember the case in which a party came and asked for judgment in a road accident but failed to state that the driver was the préposé of the defendant and the court concludes that there is not sufficient evidence because if he has assumed those matters they have got to be proved.*'

[1] [1979 SCJ 374]

12. Similarly, in **Hurnam D. v. Bholah K. B. & Anor.** [2], it was stated: *"(…) A court of law is under a positive obligation to ensure that any judgment given is soundly grounded both in law and on the facts of the case before it. This obligation is not in any manner reduced by the fact that the judgment is a judgment by default. (…)."*
13. Since the Plaintiff's case has remained unrebutted as a result of non-appearance of the Defendant before this Court and in the light of the evidence adduced, the Court finds Plaintiff's case proven on a balance of probabilities.
14. **The plaintiff stated he will not insist on paragraph 4, that is "interest at the legal rate from the date of the lodging of the plaint until final judgement, with costs".**
15. Therefore, the Court orders Judgment in favour of the Plaintiff, **ordering and condemning the Defendant to pay the sum of Rs13,369/-.**

S N Ganoo-Arekion (Mrs)

[Delivered by: S N Ganoo Arekion (Mrs), Ag. President, Industrial Court]
[Delivered on: 24 April 2025]

[2] [2009 SCJ 265]