

Telcide v B Castel Food Ltd

2025 IND 25

THE INDUSTRIAL COURT OF MAURITIUS

(Civil Side)

In the matter of:-

CN 473/2023

Marie Odette Vaneesha Telcide

PLAINTIFF

v.

B Castel Food Ltd

DEFENDANT

JUDGMENT

1. The Plaintiff avers in her plaint that she was in the continuous employment of the Defendant as kitchen helper on a 3-day-week basis since 05 December 2019. She was remunerated at daily interval of Rs 800. per day for weekdays (Tuesdays and Thursdays) and Rs 1,000. on Saturdays. On 11 October 2022, she was told on behalf of the Defendant to “*prend to chemin aller, pas bizin vini enkor.*” The Plaintiff registered a complaint at the labour office. Upon being contacted, the employer informed that the Plaintiff was suspended and that she would be convened to a hearing. She was never so convened and, on 31 October 2022, the Plaintiff construed her employment as having been terminated without justification and notification. The plaint spells out various sums purportedly due to the Plaintiff, which she is now claiming from her former employer.

2. The Defendant company having left default despite due service of process, the Plaintiff was allowed to make out her case. The Plaintiff reiterated the averments of her plaint under oath. She stated that she did not have a written contract, nor did she receive any payslip from her employer. The Plaintiff further affirmed having spent Rs 96. in attending Court.

3. I have assessed the Plaintiff's claim. The case for the Plaintiff has remained unchallenged in the absence of the Defendant. In the circumstances, I find it safe to rely on the Plaintiff's account of events, as detailed in her plaint and confirmed in Court. I have no reason to doubt the Plaintiff's version and consider her averments established on a balance of probabilities.

4. The Plaintiff is, therefore, entitled to the following sums:

(a)	wages for the period 13 to 31 October 2022 (Rs 800. x 5 days)	
	+ (Rs 1,000. x 3 days):	Rs 7,000.00
(b)	one month's wages as indemnity in lieu of notice (Rs 2,600. x 52 weeks/12):	Rs 11,266.67
(c)	severance allowance for 34 months' continuous service (Rs 2,600. x 52 weeks/12) x 3 months x 34/12 years:	Rs 95,766.70
(d)	refund of 11 days outstanding annual leaves (Rs 2,600./3 x 11 days):	Rs 9,533.33
	TOTAL:	<u>Rs 123,566.70</u>

5. Section 70(2) of the Workers' Rights Act reads:

"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."

6. In the light of the above, I order the Defendant to pay to the Plaintiff the sum of Rs 123,566.70, 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. I further order the Defendant to pay Rs 96. to the Plaintiff as compensation for expenses incurred by the latter in attending Court.

02 April 2025

M. ARMOOGUM

Magistrate