

Kariman S.K. v Empowering People Ltd

2025 IND 9

Cause Number 197/24

IN THE INDUSTRIAL COURT OF MAURITIUS
(Civil side)

In the matter of:

Mr. Sudesh Kumar Kariman

Plaintiff

v.

Empowering People Ltd

Defendant

Judgment

Pursuant to Section 16 (1) of the District and Intermediate Courts (Civil Jurisdiction) Act (by virtue of Section 7(1) of the Industrial Court Act 1973), Plaintiff deposed in line with the averments of this plaint in a straightforward and convincing manner, in view of the fact that Defendant failed to put in an appearance on the trial day although it was duly summoned.

Section 16 (1) of the District and Intermediate Courts (Civil Jurisdiction) Act provides:

"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."(**emphasis added**)

It is worthy of note that Defendant did not file any plea in the present matter.

I believe the Plaintiff when he stated the following under solemn affirmation after having considered the tenor of his pleading: -

- . Plaintiff was in the continuous employment of Defendant as Branch Supervisor since 1.11.2017.
- . He was employed on a 6-day week basis and was last remunerated at monthly interval at the rate of Rs 23,075 per month as basic salary (in line with his pay slip of October 2022 as per Doc. P1). However, he should have been paid Rs 24,075 per month as from January 2023 including Additional Remuneration 2023 as per the Workers' Rights (Additional Remuneration) (2023) Regulations 2023, GN 3 of 2023. He last worked on 29.12.2022.
- . Defendant company was on operational leave from 30.12.2022 to 6.1.2023. He did not receive his salary for the month of December 2022 as at 31.12.2022.
- . Given that he was aware that the operational permit of Defendant company had expired on 7.1.2023, he enquired over the phone from Defendant's *préposé* namely Mr. Jean Donald Stephan Carnel whether he should open the outlet falling under his supervision. In fact, he was informed by Mr. Carnel that the latter was not given any instructions as at present by Management to open outlets.
- . On 31.1.2023, given that Defendant had no intention to reopen its outlets, he sent a letter to Defendant's Director, Mr. Jacques Le Vieux, to inform him that he considers that

Defendant has breached his contract of employment as from 31.1.2023, for failing to pay him his remuneration and failing to provide him with work.

He, therefore, considers that his employment was terminated on 31.1.2023 on the grounds that Defendant's company failed to pay him remuneration for the month of December 2022 as at 31.1.2023 and failed to provide him with work as from 7.1.2023.

He was paid Rs 20,000 representing his prorated end of year bonus for year 2021 instead of Rs 27,249.37.

He was short paid his wages for February 2021 to November 2021 as follows:

- (i) Rs 30,374.66 instead of Rs 31,644.23 for February 2021.
- (ii) Rs 11,714 instead of Rs 23,653.24 for March 2021.
- (iii) Rs 17,000 instead of Rs 31,578.79 for August 2021.
- (iv) Rs 25,000 instead of Rs 29,791.32 for September 2021.
- (v) Rs 15,000 instead of Rs 27,451.24 for October 2021.
- (vi) Rs 20,000 instead of Rs 29,758.17 for November 2021.

Therefore, Plaintiff is claiming from Defendant the sum of Rs 541,690.10 made up as follows:

- (a) One month's wages as indemnity in lieu of notice: Rs 24,075.00.
- (b) Outstanding wages for December 2022: Rs 23,075.00.
- (c) Outstanding wages for January 2023: Rs 24,075.00.
- (d) Balance End of year Bonus 2021 (Rs 27,249.37 – Rs 20,000): Rs 7,249.37.
- (e) 10 days' outstanding annual leave for the year 2022 (Rs 23,075/26 x 10): Rs 8,875.00.
- (f) 22 days' outstanding local leave for 2023 (Rs 24,075/26 x 22): Rs 20,371.15.
- (g) Balance of wages for the months of:
 - (i) February 2012 (Rs 31,644.23 – Rs 30,374.66): Rs 1,269.57.
 - (ii) March 2021(Rs 23,653.24 – Rs 11,714): Rs 11,939.24.

- (iii) August 2021(Rs 31,578.79 – Rs 17,000): Rs 14,578.79.
- (iv) September 2021(Rs 29,791.32 – Rs 25,000): Rs 4,791.32.
- (v) October 2021(Rs 27,451.24 – Rs 15,000): Rs 12,451.24.
- (vi) November 2021(Rs 29,758.17 – Rs 20,000): Rs 9,758.17.

(h) Severance allowance for 63 months continuous service (Rs 24,075 x 3 months x 63 months/12): Rs 379,181.25.

Thus, I find that the case for the Plaintiff has been proved on a balance of probabilities in view of his undisputed and unshattered plausible testimony supported by his pay slip for October 2022 viz. Doc. P1.

Hence, I order Defendant to pay to the Plaintiff the sum of Rs 541,690.10 in terms of the plaint with interest at the rate of 12% per annum on the amount of Severance Allowance payable from the date of termination of agreement to the date of payment.

S.D. Bonomally (Mrs.) (Vice President)

20.2.2025.

