

KAMLA SHIBNAUTH & ORS VS JACK TELLOR LIMITED

2025 IND 34

KAMLA SHIBNAUTH & ORS VS JACK TELLOR (International) LIMITED

Cause Number: 394/18

THE INDUSTRIAL COURT OF MAURITIUS

In the matter of:-

- 1. KAMLA SHIBNAUTH**
- 2. POOSMOWTEE DOORGA**
- 3. MARIE REGINA JANSON**
- 4. SAREETADEVI DOORGA**
- 5. ROOPWANTEE FAWD**
- 6. HEMA DHANOO**
- 7. MARIE CLAUDINETTE JOLIE**
- 8. MARIE ALIX JOLY**
- 9. COONTEE PERSAND**
- 10. MARIE LISETTE JEANNE RIOUX**
- 11. DEVIKA GHEESEEWON**
- 12. CHANDROWTEE HAURHEERAM**
- 13. INDRAWTEE BALDEO**
- 14. MARIE ALINE MOHESS**
- 15. SACHIDANAND TOOLSEE**
- 16. BIBI SHAHERAH HOSENALLY**
- 17. NIVEDITA RAMBARUN**
- 18. SOUREKHA KOONJAHON**

Plaintiffs

VS

JACK TELLOR (International) LIMITED

Defendant

JUDGMENT

Introduction

After the Plaintiffs Nos. 6,7,8,10,11,17, 12(as represented),13 (as represented) and 16 (as represented) have reached a settlement with the Defendant and Plaintiffs Nos. 14 and 18 have passed away and the case has been struck out against Plaintiffs Nos 1, 3, 9, 14, 15 and 18, the case has been proceeded against the Plaintiffs Nos. 2, 4 and 5.

The Plaintiff No.2 testified in Court and duly represented Plaintiffs Nos. 4 and 5. The Plaintiffs Nos. 2, 4 and 5 were in the continuous employment of the Defendant. By virtue of a claim, the Plaintiff No.2 is claiming Rs 481,254.84, the Plaintiff No.4 is claiming Rs 581,816.88 and the Plaintiff No.5 is claiming Rs 549,083.88, from the Defendant, representing unpaid notice, outstanding annual leave and severance allowance.

The facts

The Plaintiffs Nos. 2, 4 and 5 were employed on a 5-day week basis. Their terms and conditions of employment were governed by the Export Enterprises (Remuneration) Regulations of 1984, GN 191 of 1984. They were remunerated at a monthly interval.

On the 26th June 2017, they received a letter dated 25th May 2017, informing them that their employment is being terminated with immediate effect on economic ground. They considered the termination of their employment to be unjustified on the ground that Defendant has retained the services of other workers reckoning lesser years of service at their expense, thus flouting the principle of 'last in, first out' and also, that they have been discriminated on ground of their age.

They also contended that at the time of termination of their employment, they had not been refunded their outstanding annual leave for the year 2017. Therefore, the Plaintiff No.2 is claiming Rs 481,254.84, the Plaintiff No.4 is claiming Rs 581,816.88 and the Plaintiff No.5 is claiming Rs 549,083.88, from the Defendant, representing unpaid notice, outstanding annual leave and severance allowance.

In the present case, the Defendant has left default despite being personally present at a previous Court sitting.

Observations

I have assessed the evidence on record . It is to be remembered 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...*". (**VELVINDRON VS NOORDALLY (1979) MR 243**).

In the present case, the Plaintiffs have undisputedly established that the Defendant has terminated their employment in breach of the principle of 'last in, first out' and they have been discriminated on the ground of their age. The version of the Plaintiffs has remained credible, unchallenged and unshattered. The Defendant is therefore indebted to the Plaintiff No.2 in

the sum of Rs 481,254.84, the Plaintiff No.4 in the sum of Rs 581,816.88 and the Plaintiff No.5 in the sum of Rs 549,083.88, representing unpaid notice, outstanding annual leave and severance allowance.

Conclusion

In light of the above, I find that the Plaintiffs have established their case on a balance of probabilities. I order the Defendant to pay to the Plaintiff No.2 the sum of Rs 481,254.84, to the Plaintiff No.4 the sum of Rs 581,816.88 and to the Plaintiff No.5 the sum of Rs 549,083.88, 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, Magistrate

Judgment delivered on: 01st April 2025