

BIBI AICHACH SOOGREE VS VIVA VICE LIMITEE

2024 IND 35

BIBI AICHAH SOOGREE VS VIVA VOCE LIMITEE

Cause Number: 430/23

THE INDUSTRIAL COURT OF MAURITIUS

(CIVIL DIVISION)

In the matter of:-

BIBI AICHAH SOOGREE

Plaintiff

VS

VIVA VOCE LIMITEE

Defendant

JUDGMENT

Introduction

The Plaintiff was in the continuous employment of the Defendant as a part-time journalist since the 28th December 2018. By virtue of a claim backed by the Plaintiff's testimony in Court, she is claiming from the Defendant, the sum of Rs 69,833.33/- representing one month's wage as indemnity in lieu of notice, outstanding wages, end of year bonus for the year 2020 and severance allowance.

The facts

The Plaintiff testified that she was working on a 2-day week basis for and in consideration of a daily basic wage of Rs 1,000, payable on a monthly basis. She last worked on the 19th March 2020 as the country went into lockdown due to the Covid-19 pandemic. She averred that the Defendant did not provide her with work and failed to remunerate her during the lockdown period. On the 2nd June 2020, she considered that the Defendant had terminated her employment without notice and without any justification for failing to remunerate her during the lockdown period. She added that the Defendant has not paid to her the end of year bonus for the year 2020.

In the present case, the Defendant has left default despite having been duly served with the plaint and after attending Court at a previous 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 Plaintiff has undisputedly established that the Defendant has terminated her employment without notice and without any justification. The version of the Plaintiff has remained credible, unchallenged and unshattered. In the circumstances, I find that the Defendant has unlawfully terminated the contract of employment by terminating the employment without notice and justification in breach of **THE WORKERS' RIGHTS ACT 2019**. The Defendant is therefore indebted to the Plaintiff in the sum of Rs 69,833.33/- representing one month's wage as indemnity in lieu of notice, outstanding wages for the period of 23rd March 2020 to 02nd June 2020, end of year bonus for the year 2020 and severance allowance.

Conclusion

In light of the above, I find that the Plaintiff has established her case on a balance of probabilities. I order the Defendant to pay to the Plaintiff the sum of Rs 69,833.33/- 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, as well as such amount of compensation for wages lost or expenses incurred in attending Court.

Judgment delivered by: M.GAYAN-JAULIMSING, Ag President, Industrial Court

Judgment delivered on: 22nd August 2024

