

BABITA HAURHEERAM VS COFRACY LTD

2023 IND 60

BABITA HAURHEERAM VS COFRACY LTD

Cause Number: 318/21

THE INDUSTRIAL COURT OF MAURITIUS

(Civil Side)

In the matter of:-

BABITA HAURHEERAM

Plaintiff

VS

COFRACY LTD

Defendant

JUDGMENT

Introduction

The Plaintiff was in the continuous employment of the Defendant since the 1st November 2013. By virtue of a claim backed by the Plaintiff's testimony in Court, she is claiming from the Defendant the sum of Rs 163,800/- representing the balance of severance allowance for 76 months of continuous employment.

The facts

The Plaintiff testified that she was employed on a 6 day-week basis for and in consideration of a monthly basic wage of Rs 10,200 which ought to have been revised to Rs 10,500 as from January 2020 in accordance with the Workers' Rights (Additional Remuneration) (2020) Regulations 2019, GN No. 258 of 2019.

She contended that on the 19th March 2020, she requested the Defendant to adjust her salary in respect to the additional remuneration payable as from January 2020. However, on the same date, the representative of the Defendant, informed her that she would not be refunded the said additional remuneration and terminated her employment with immediate effect.

The Plaintiff considered that the Defendant terminated her employment on the 19th March 2020 without notice and without any justification on the ground that she requested for an adjustment in her salary. The Defendant only paid her Rs 35,700 as severance allowance by way of bank transfer.

In view of the above, the Plaintiff claimed from the Defendant the sum of Rs 163,800/- made up as follows – balance of severance allowance for 76 months continuous employment less Rs 35,700.

In the present case, the Defendant has left default despite a personal service effected at the registered address with the receptionist.

Observations

I have assessed the evidence on record and the documents produced. 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).

The undisputed facts of the case reveal that the Plaintiff was in the continuous employment of the Defendant from the 1st November 2013. 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 163,800/- representing the balance of 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 163,800/- 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, Industrial Court

Judgment delivered on: 10th July 2023