

Oojageer v Mayfair and Purely Communications Ltd

2024 IND 11

THE INDUSTRIAL COURT OF MAURITIUS

(Civil Side)

In the matter of:-

CN 383/2022

Mohamade Iqbal Oojageer

PLAINTIFF

v.

Mayfair and Purely Communications Ltd

DEFENDANT

JUDGMENT

1. This is a claim for unpaid wages and other dues arising from the past employment of the Plaintiff by the Defendant. The Plaintiff contends that the Defendant acted in breach of contract by constructively terminating his employment without notice and without justification. In all, the Plaintiff is claiming Rs 263,564.40 from the Defendant.

2. Despite due service of process, the Defendant left default. The Plaintiff was, accordingly, allowed to make out his case. He deposed to the effect that he had been in the continuous employment of the Defendant as copy editor from April 2019 to April 2020. He was earning a monthly basic salary of Rs 43,000. from April to December 2019, and Rs 43,300. from January 2020 up to 05 April 2020 when his employment was terminated by the Defendant without notice, nor justification. The Plaintiff affirmed that the Defendant acted in breach of contract by failing to pay his

wages and allowances since December 2019, and is thus indebted towards him in the total amount of Rs 263,564.40.

3. The Plaintiff produced a copy of his contract of employment (**Document A**), his payslip for the month of April 2019 (**Document B**), and a letter of complaint sent to the Defendant dated 05 April 2020 (**Document C**). The case for the Plaintiff was then closed.

4. I have duly considered the evidence on record, which has remained unchallenged in the absence of the Defendant. I find that the Plaintiff was legally entitled to treat his work agreement as having been terminated by the Defendant on account of the latter's failure to pay the remuneration due under the said agreement. There is no version to weigh the Plaintiff's account against, the Defendant not having appeared in Court to put up a defence to the Plaintiff's assertions. I am, thus, satisfied that the Plaintiff has made out his claim on a balance of probabilities and has established that the following sums, as detailed in his *Amended Complaint*, are due to him by the Defendant:

- (i) outstanding wages – Rs 180,772.73;
- (ii) end-of-year bonus for the year 2019 *pro rata* – Rs 28,666.67;
- (iii) one month's wages as indemnity in lieu of notice – Rs 43,300.; and
- (iv) end-of-year bonus for the year 2020 *pro rata* – Rs 10,825.

5. In the light of the above, I give judgment for the Plaintiff in the sum of Rs 263,564.40.

25 April 2024

M. ARMOOGUM

Magistrate