

Veckranges v Ocamer Ltd

2024 IND 13

THE INDUSTRIAL COURT OF MAURITIUS

(Civil Side)

In the matter of:-

CN 44/2023

David Benjamin VECKRANGES

PLAINTIFF

v.

OCEAMER LTD

DEFENDANT

JUDGMENT

1. In his plaint, the Plaintiff claims that his employment with the Defendant was terminated by the Defendant's director without notice nor justification. He is thus praying for judgment in the sum of Rs 36,677.58 corresponding to unpaid wages and other dues under his contract of employment.

2. Despite due service of process, the Defendant failed to appear in Court. In the circumstances, the Court proceeded to hear the case as undefended.

3. At the hearing of the matter, the Plaintiff reiterated under oath the averments of his plaint. He produced a copy of his contract of employment (**Document A**) and a copy of his payslip (**Document B**).

4. After due consideration of the above, I am satisfied of the veracity of the Plaintiff's assertions. His case has remained uncontradicted, the Defendant having left default. I find that the Defendant has terminated the Plaintiff's employment as sales executive without giving him due notice and without justification. The Defendant has further failed to remunerate the Plaintiff for work performed for the period 01 to 16 May 2022 – he was earning a basic monthly salary of Rs 17,000. at the relevant time. I also note that, as per Article 4 of the contract of employment, the Plaintiff was entitled to 1% monthly commission on sales made by him provided the target sales figure of Rs 500,000. is achieved for that month. It is unchallenged that sales to the tune of Rs 730,000. were made by the Plaintiff during the month of April 2022 for which he was not remunerated. In the circumstances, the Plaintiff has established, on a balance of probabilities, that the Defendant is indebted to him in the following sums:

(i)	one month's wages as indemnity	
	in lieu of notice:	Rs 17,000.00
(ii)	outstanding wages	
	for the period 01–16 May 2022:	Rs 8,500.00
(iii)	commission for the month of	
	April 2022 (1% of Rs 730,000.):	Rs 7,300.00
(iv)	end-of-year bonus for 2022 <i>pro rata</i> :	<u>Rs 3,877.58</u>
	TOTAL:	<u>Rs 36,677.58</u>

5. I, therefore, order the Defendant to pay to the Plaintiff the aforesaid sum of Rs 36,677.58.

08 May 2024

M. ARMOOGUM

Magistrate