

PRADEEP TILLOO VS FLOOR TO ROOF LIMITED

2025 IND 5

PRADEEP TILLOO VS FLOOR TO ROOF LIMITED

Cause Number: 273/24

THE INDUSTRIAL COURT OF MAURITIUS

In the matter of:-

PRADEEP TILLOO

Plaintiff

VS

FLOOR TO ROOF LIMITED

Defendant

JUDGMENT

Introduction

The Plaintiff was in the continuous employment of the Defendant as a helper since the 11th November 2021. By virtue of a claim backed by the Plaintiff's testimony in Court, he is claiming from the Defendant, the sum of Rs 10,363.64/- representing 19 days' wages in lieu of notice.

The facts

The Plaintiff testified that he was working on a 5-day week basis for and in consideration of a monthly terminal rate of Rs 12,000. By way of letter dated the 23rd November 2021, the Defendant terminated his contract of employment with immediate effect. He was paid 3 days' wages instead of 22 days wages in lieu of notice.

The Plaintiff is therefore claiming from the Defendant the sum of Rs 10,363.64 representing 19 days' wages in lieu of notice.

In the present case, the Defendant has left default despite having put in a personal appearance through the liquidator at a previous sitting of the Court.

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 his employment without payment of the required notice. The version of the Plaintiff has remained credible, unchallenged and unshattered. In the circumstances, I find that the Defendant is in breach of **THE WORKERS’ RIGHTS ACT 2019**. The Defendant is therefore indebted to the Plaintiff in the sum of Rs 10,363.64/-representing 19 days’ wages in lieu of notice.

Conclusion

In light of the above, I find that the Plaintiff has established his case on a balance of probabilities. I order the Defendant to pay to the Plaintiff the sum of Rs 10,363.64/- 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 February 2025