

SUNITA BOODHOO VS FLORA BAY LTD

2023 IND 66

SUNITA BOODHOO VS FLORA BAY LTD

Cause Number: 237/22

THE INDUSTRIAL COURT OF MAURITIUS

(CIVIL DIVISION)

In the matter of:-

SUNITA BOODHOO

Plaintiff

VS

FLORA BAY LTD

Defendant

JUDGMENT

Introduction

The Plaintiff was in the continuous employment of the Defendant as a part time valet since 07th July 2019. By virtue of a claim backed by the Plaintiff's testimony in Court, she is claiming from the Defendant, the sum of Rs 96,283.31/- representing one month's wages as indemnity in lieu of notice, outstanding wages, refund of deduction of wages, refund of travelling expenses, refund of outstanding annual leaves, end of year bonus for the year 2021 and severance allowance.

The facts

The Plaintiff testified that she was working on a 6-day week basis for and in consideration of a monthly basic wage of Rs 8,675. As at the 14th June 2021, she has not been paid her wages for the months of April and May 2021. The Plaintiff therefore construed that the failure to pay her remuneration within the prescribed delay, the Defendant has terminated her employment without notice and without any justification. She added that the Defendant has not paid to her 12 days wages, has failed to refund to her the travelling expenses, has deducted her salary, has failed to refund to her the outstanding annual leave and her end of year bonus for the year 2021.

In the present case, the Defendant has left default despite a substituted service having been effected at the registered office of the Defendant.

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 96,283.31/- representing one month's wages as indemnity in lieu of notice, outstanding wages, refund of deduction of wages, refund of travelling expenses, refund of outstanding annual leaves, end of year bonus for the year 2021 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 96,283.31/- 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: 15th September 2023