

SYLVIO CLIFFORD LOY VS LASKA FURNITURE LTD

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Cause Number: 413/22

THE INDUSTRIAL COURT OF MAURITIUS

(CIVIL DIVISION)

In the matter of:-

SYLVIO CLIFFORD LOY

Plaintiff

VS

LASKA FURNITURE LTD

Defendant

JUDGMENT

Introduction

The Plaintiff was in the continuous employment of the Defendant as an attendant since the 2nd May 2002. By virtue of a claim backed by the Plaintiff's testimony in Court, he is claiming from the Defendant, the sum of Rs 708,788.44 /- representing the balance of unpaid wages, one month's wages as indemnity in lieu of notice, refund of outstanding annual leaves, end of year bonus and severance allowance.

The facts

The Plaintiff testified that he was working on a 6-day week basis for and in consideration of a monthly basic wage of Rs 12,300. On the 01st June 2020, after the Covid-19 confinement, he was instructed by the Defendant's director through the administrative officer, to resume work. However, when he did resume work on the 15th June 2020, the Defendant company was closed and under lock. He considered that the Defendant has terminated his employment without notice and without any justification. He added that the Defendant has not paid to him outstanding wages, has failed to refund to him the outstanding annual leave and his end of year bonus for the year 2020.

In the present case, the Defendant has left default despite a substituted service 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 his 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 708,788.44/- representing the balance of unpaid wages, one month’s wages as indemnity in lieu of notice, refund of outstanding annual leaves, end of year bonus and severance allowance.

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 708,788.44/-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