

**STEVE MAC DONALD LACHE VS DEFENCE HITECH SECURITY
SERVICES LTD**

2024 IND 69

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SERVICES LTD**

Cause Number: 352/23

THE INDUSTRIAL COURT OF MAURITIUS

(CIVIL DIVISION)

In the matter of:-

STEVE MAC DONALD LACHE

Plaintiff

VS

DEFENCE HITECH SECURITY SERVICES LTD

Defendant

Judgment

Introduction

The Plaintiff was in the continuous employment of the Defendant as a watchperson since the 22nd September 2020. By virtue of a claim backed by the Plaintiff's testimony in Court, he is claiming from the Defendant the sum of Rs 37,307.69/- representing one month's wage as indemnity in lieu of notice, outstanding wages for November 2020 and the end of year bonus for the year 2020.

The facts

The Plaintiff testified that he was employed on a 6 day-week basis for and in consideration of a monthly remuneration of Rs 15,000. He averred that, on the 20th November 2020, the Defendant's supervisor, verbally terminated his employment in the following words: "Allé depi la, pas pou paie toi, to fine coquin". He considered that the Defendant has terminated his contract of employment without notice and without justification.

In view of the above, the Plaintiff claimed from the Defendant the sum of Rs 37,307.69/- representing one month's wage as indemnity in lieu of notice, outstanding wages for November 2020 and end of year bonus for the year 2020.

In the present case, the Defendant has left default despite a service by usher on the Defendant's employee at its registered office.

Observations

I have assessed the evidence on record and the documents produced. 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 contract of employment without notice and justification. The version of the Plaintiff has remained credible, unchallenged and unshattered. In the circumstances, I find that the Defendant is therefore indebted to the Plaintiff in the sum of Rs 37,307.69/.

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 37,307.69.

Judgment delivered by: M.GAYAN-JAULIMSING, Ag President, Industrial Court

Judgment delivered on: 25th November 2024