

Ramjeet v Laska Furniture Ltd

2024 IND 27

THE INDUSTRIAL COURT OF MAURITIUS

(Civil Side)

In the matter of:-

CN 420/2022

Deviannee Ramjeet

PLAINTIFF

v.

Laska Furniture Ltd

DEFENDANT

JUDGMENT

1. The Plaintiff avers in her plaint that she was in the continuous employment of the Defendant as store attendant since 02 February 2018. She was employed on a 6-day week basis and was remunerated at the monthly basic rate of Rs 10,000. Following the Covid-19 lockdown in 2020, the Plaintiff was instructed by the Defendant's director to resume work on 15 June 2020. However, when she attended work on that day, she found out that the company premises were closed and under lock. The Plaintiff, thus, considers that her employment has been terminated by the Defendant without notice and without any justification as from 15 June 2020 and she is claiming a total sum of Rs 103,858.95 from the Defendant, as detailed in her plaint.

2. The Plaintiff was allowed to make out her case in the absence of the Defendant which left default despite substituted service of the process at its registered office address. The Plaintiff reiterated the averments of her plaint under solemn affirmation

and produced her payslip for the month of April 2020 (**Document A**). She affirmed that she does not have a written contract of work.

3. I have considered the evidence in support of the Plaintiff's claim. The case for the Plaintiff has remained uncontradicted in the absence of the Defendant. I, therefore, find it safe to rely on the Plaintiff's account of events and consider her assertions, as contained in her plaint, established on a balance of probabilities. The Defendant is, hence, indebted to the Plaintiff in the following sums:

(i)	Balance of wages for March 2020 (Rs 10,000. – Rs 3,769.23):	Rs 6,230.77
(ii)	Balance of 13 days' wages for the period 01 to 15 June 2020 (Rs 10,000./26 x 13 days):	Rs 5,000.00
(iii)	One month's wages as indemnity in lieu of notice:	Rs 10,000.00
(iv)	Severance allowance for 28 months' continuous service: (Rs 10,000. x 3 months x 28/12 years):	Rs 70,000.00
(v)	End-of-year bonus for 2020 <i>pro rata</i> (Rs 10,000. x 5 months/12):	Rs 4,166.67
(vi)	Refund of outstanding annual leave (22 days) (Rs 10,000./26 x 22 days):	<u>Rs 8,461.54</u>
	TOTAL:	<u>Rs 103,858.98</u>

4. Furthermore, the Plaintiff is claiming Rs 280. (i.e. Rs 70. X 4) as compensation for travel expenses incurred in attending Court.

5. Pursuant to section 27(6) of the Workers' Rights Act ("the Act"), "*where a claim of non-payment or short payment of wages is made to the Court, the Court may, where it thinks fit, order an employer to pay interest at a rate not exceeding 12 per cent in a*

year on the amount of remuneration due from the date of non-payment or short payment to the date of payment."

6. Moreover, by virtue of section 70(2) of the Act, "*the Court may, where it thinks fit and, whether or not a claim to that effect has been made, order an employer to pay interest at a rate not exceeding 12 per cent in a year on the amount of severance allowance payable from the date of the termination of the agreement to the date of payment."*"

7. In the light of the above, I order the Defendant to pay to the Plaintiff the sum of Rs 103,858.95 (as prayed for in the plaint). The Defendant is also ordered to pay to the Plaintiff:

- (i) interest at the rate of 12% per annum on the amount of remuneration due from the date of non-payment to the date of payment;
- (ii) interest at the rate of 12% per annum on the amount of severance allowance payable from the date of the termination of the agreement to the date of payment; and
- (iii) Rs 280. as compensation for expenses incurred for Court attendance.

15 July 2024

M. ARMOOGUM

Magistrate