

Nauder v Assabah News Ltd

2024 IND 38

THE INDUSTRIAL COURT OF MAURITIUS

(Civil Side)

In the matter of:-

CN 340/2023

Haseeb Khan NAUDEER

PLAINTIFF

v.

Assabah News Ltd

DEFENDANT

JUDGMENT

1. This is a claim for several allowance on account of the purported unjustified dismissal of the Plaintiff by the Defendant. The latter company, which was at some stage of the proceedings represented in Court, thereafter inexplicably left default. The Plaintiff was, thus, allowed to proceed with his case in the Defendant's absence.

2. The Plaintiff deposed to the effect that he was employed as part-time journalist and proof reader by the Defendant since 11 April 2017, earning a monthly basic salary of Rs 7,435. and produced a payslip witnessing same (**Document A**). On 02 December 2021, the Defendant's Director informed the Plaintiff that his employment would terminate on 31 December 2021 as the paper version of newspaper Sunday Times would no longer be published as from January 2022. However, contrary to the Director's assertion, the Plaintiff affirmed that Sunday Times was published in its paper version in January 2022. The Plaintiff produced a copy thereof (**Document B**).

3. The Plaintiff, therefore, considers that his employment has been unjustly terminated. The Plaintiff is, thus, praying for judgment in the sum of Rs 104,090. representing severance allowance for 56 months' continuous service with the Defendant, together with interest at the rate of 12% per annum.

4. I have considered the Plaintiff's version in the light of the documents produced. I have nothing to weigh his account against and I have no reason to doubt his word. I find that the Plaintiff has established his claim on a balance of probabilities and that his employment was terminated by the Defendant without justification, entitling the Plaintiff to payment of severance allowance to the tune of Rs 104,090. (i.e. Rs 7,435. x 3 months x 56/12 years).

5. Furthermore, pursuant to section 70(2) of the Workers' Rights 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.*"

6. In the light of the above, I order the Defendant to pay to the Plaintiff the sum of Rs 104,090. together with 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.

27 August 2024

M. ARMOOGUM

Magistrate