

The Concreate Agency Ltd v Pearleen Brunchault

2025 IND 78

THE INDUSTRIAL COURT OF MAURITIUS

(Civil Side)

In the matter of:-

CN 151/2025

The Concreate Agency Ltd

PLAINTIFF

v.

Pearleen Brunchault

DEFENDANT

JUDGMENT

1. In its *Proecipe*, the Plaintiff company avers that the Defendant, who was employed by the Plaintiff as Manager with effect as from 08 January 2024, resigned from her post without giving to the Plaintiff 3 months' written notice contrary to the terms of her contract of employment. Through the present action, the Plaintiff is seeking indemnification in the sum of Rs 120,000., corresponding to the unserved notice period, with interest and costs.

2. The Defendant having left default, the Plaintiff was allowed to make out its case. Mrs. Sarada Moloye, HR Consultant, deposed on behalf the Plaintiff and filed a company resolution attesting her authority to do so (**Document A**). She explained that by virtue of the Defendant's contract of employment dated 31 October 2023 (**Document B**), the latter held the post of Manager and earned a monthly basic salary

of Rs 40,000. The witness affirmed that, pursuant to clause 19 of the contract, either party can put an end to the agreement by giving 3 months' written notice to the other.

3. The witness produced a trail of emails between the Plaintiff and the Defendant **(Document C)**, and referred specifically to an email sent by the Defendant to Mr. Amaresh Ramlugan, the Plaintiff company's CEO, on 29 December 2024 whereby she formally resigned from her position with effect as from 06 January 2025. That email was acknowledged by the Plaintiff and the Defendant was reminded of her contractual obligation for payment in lieu of notice, to which she was not agreeable.

4. Mr. Philippe Ho Sen Young Ho Wang Yen, Group CFO, thereafter testified and confirmed that all payments due to the Defendant by the Plaintiff as her former employer have been settled.

5. No further evidence was adduced.

6. I have duly considered the evidence on record. Same has remained unchallenged in the absence of the Defendant. I have no reason to doubt the Plaintiff's account of events as related by Mrs. Moloye and supported by the documentary evidence. I am satisfied that the parties were bound by the agreement dated 31 October 2023 **(Document B)**. The contract was of indeterminate duration and the Defendant was earning basic salary to the tune of Rs 40,000. per month.

7. According to section 63(4) of the Workers' Rights Act 2019 ("the Act"), the minimum notice period for the termination of a work agreement shall be 30 days. It follows that the parties may contractually provide for a longer notice period. Clause 19 of the present contract of employment, in so far as it is relevant to the issue at hand, reads:

"TERMINATION

This agreement may be terminated by either party with 3 months' written notice to the other party.

..."

8. In this matter, it is undisputed that the Defendant failed to give to the Plaintiff the required notice before leaving her employment as evidenced by **Document C**. I must highlight that the Defendant was warned of the consequences of terminating her employment without observing the notice period, but paid no heed to such caution. Furthermore, the Defendant has not put in an appearance in Court to contest the Plaintiff's assertions.

9. Section 63(5) of the Act provides:

"Any party may, in lieu of giving notice of termination of agreement, pay to the other party the amount of remuneration the worker would have earned had he remained in employment during the period of notice."

10. The Plaintiff has convinced me on a balance of probabilities that the Defendant, who left her employment without giving the required contractual notice, has also failed to pay to the Plaintiff any indemnity in lieu of notice, despite being reminded to do so. The Defendant is, thus, liable to pay to the Plaintiff an amount equivalent to the unobserved notice period of 3 months – i.e. Rs 40,000. x 3. I note in that respect that the Plaintiff conservatively pitched its case on the basis of 3 months' basic salary, and not 3 months' remuneration.

11. In the light of the above, I order the Defendant to pay to the Plaintiff the sum of Rs 120,000., with interest at legal rate as from the date of judgment, and costs.

19 November 2025

M. ARMOOGUM

Magistrate