

JOYCE STELLA JOUANA VS EUROCALL (MAURITIUS) LTD

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Cause Number: 393/23

THE INDUSTRIAL COURT OF MAURITIUS

In the matter of:-

JOYCE STELLA JOUANA

Plaintiff

VS

EUROCALL (MAURITIUS) LTD

Defendant

JUDGMENT

Introduction

The Plaintiff was in the continuous employment of the Defendant as a teleagent since the 15th December 2021. By virtue of a claim backed by the Plaintiff's testimony in Court, she is claiming from the Defendant, the sum of Rs 34,045.45/- representing one month's wage as indemnity in lieu of notice, outstanding salary for the months of March and April 2022 and the end of year bonus for the year 2022.

The facts

The Plaintiff testified that she was working on a 5-day week basis for and in consideration of a monthly terminal basic rate of Rs 14,000. On the 6th April 2022, the Defendant informed her that the company was closing down with immediate effect due to the unavailability of sales contract from the mother company in Israel. The Plaintiff averred that the Defendant has failed to pay to her the wages in lieu of notice, the salary for the period of 01st March 2022 to the 6th April 2022 and the end of year bonus for the year 2022.

The Plaintiff is therefore claiming from the Defendant the sum of 34,045.45/- representing one month's wage as indemnity in lieu of notice, outstanding salary for the months of March and April 2022 and the end of year bonus for the year 2022.

In the present case, the Defendant has left default despite a substituted service effected by posting up, by usher, a true and certified copy of the Plaintiff on the main door 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 her employment without payment of the required notice, salary and end of year bonus for the year 2022. The version of the Plaintiff has remained credible, unchallenged and unshattered. In the circumstances, I find that the Defendant is in breach of **THE WORKERS' RIGHTS ACT 2019**. The Defendant is therefore indebted to the Plaintiff in the sum of 34,045.45/- representing one month's wage as indemnity in lieu of notice, outstanding salary for the months of March and April 2022 and the end of year bonus for the year 2022.

Conclusion

In light of the above, I find that the Plaintiff has established her case on a balance of probabilities. I order the Defendant to pay to the Plaintiff the sum of Rs 34,045.45/- 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: 20th February 2025

