

Ramasamy v Gexim Real Estate Ltd

2024 IND 67

THE INDUSTRIAL COURT OF MAURITIUS

(Civil Side)

In the matter of:-

CN 260/2023

Rajendra Ramasamy

PLAINTIFF

v.

Gexim Real Estate Ltd

DEFENDANT

JUDGMENT

1. The Plaintiff avers that he was employed by Société Gexim Land Consultants since 01 February 1978, and thereafter by the Defendant as from 01 July 2001 with continuity of service. He was last employed as chief Typing Clerk/Survey Technician on a 5-day-week basis. In 2019, he was remunerated at the monthly rate of Rs 42,635., inclusive of a fixed travelling allowance of Rs 3,000. In 2020, he was remunerated at the monthly rate of Rs 42,935., which included a fixed travelling allowance of Rs 3,000. In his plaint, the Plaintiff enumerates several short payments of salary which he construes as a termination of employment without notice or justification. In all, the Plaintiff is claiming Rs 5,768,843.88 from his ex-employer, 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.

2. The Defendant having left default, the Plaintiff proceeded to make out his case and reiterated the averments of his plaint under solemn affirmation. He produced copies of his contract of employment (**Document A**), offer of employment (**Document B**), payslip for the month of January 2020 (**Document C**), salary statement (**Document D**), statement of account (**Document E**).

3. I have considered the evidence on record. It has remained unrebutted in the absence of the Defendant. I have no reason to doubt the version of the Plaintiff, especially as the documents produced support his account. I find that the Plaintiff was right to consider his employment with the Defendant as having been terminated on account of the latter's failure to pay his salary. The Plaintiff has, thus, proved his case on a balance of probabilities and is entitled to the following sums:

(a)	Wages for November and December 2019 (Rs 42,635. x 2 months):	Rs 85,270.00
(b)	End-of-year bonus for year 2019:	Rs 42,635.00
(c)	Refund of outstanding annual leave 2019 (Rs 39,635./22 x 11.5 days):	Rs 20,718.30
(d)	Outstanding wages for the month of March 2020 (Rs 42,935. - Rs 12,500.):	Rs 30,435.00
(e)	Outstanding wages for the month of April 2020 (Rs 42,935. - Rs 25,000.):	Rs 17,935.00
(f)	Outstanding wages for the month of May 2020 (Rs 42,935. - Rs 25,000.):	Rs 17,935.00
(g)	One month's wages as indemnity in lieu of notice:	Rs 42,935.00
(h)	Severance allowance for 508 months' continuous service (Rs 42,935. x 3 x 508/12 years)	Rs 5,452,745.00
(i)	End-of-year bonus for year 2020 (Rs 42,935./12 x 5 months):	Rs 17,889.58
(j)	Refund of outstanding annual leave 2020 (Rs 39,935./22 x 22 days):	Rs <u>39,935.00</u>
	TOTAL	Rs <u>5,768,432.88</u>

4. I note that a correct computation of the sums due result in a slightly different total amount than that claimed.

5. By virtue of 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 5,768,432.88, 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.

25 November 2024

M. ARMOOGUM

Magistrate