

RAMJUG VS INNOCREA LTD

2023 IND 31

THE INDUSTRIAL COURT OF MAURITIUS

Cause Number: 166/2022

In the matter of:-

OODAYE RAMJUG

Plaintiff

VS

INNOCREA LTD

Defendant

Judgment

Introduction

The Plaintiff was in the continuous employment of the Defendant as an engineer since the 1st August 2019. By virtue of a claim backed by the Plaintiff's testimony in Court, he is claiming from the Defendant the sum of Rs 120,000 representing outstanding wages and fuel allowance for the period of November 2019 to 29th February 2020.

The facts

The Plaintiff testified that he was employed on a 5 day-week basis for and in consideration of a monthly basic wage of Rs 25,000 and a monthly fuel allowance of Rs 5,000, as evidenced by the account details produced in Court by the Plaintiff. His terms and conditions of employment were governed by The Blockmaking, Construction, Stone Crushing and Related Industries (Remuneration) Regulations 2019, GN No.205 of 2019. On the 29th February 2020, the Plaintiff stopped working. It is the contention of the Plaintiff that the Defendant has failed to remunerate him the wages and fuel allowance for the period of November 2019 to February 2020, which amount to Rs 100,000 and Rs 20,000 respectively, making a total of Rs 120,000.

In the present case, the Defendant has left default despite a substituted service effected on the Defendant, by the posting of the true and certified copy of the plaint with summons at its registered office on the 10th February 2023.

Observations

I have assessed the evidence on record and the documents produced, bearing in mind 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...*”.

The undisputed facts of the case reveal that the Plaintiff was in the continuous employment of the Defendant from 1st August 2019 until the 29th February 2020, during which period he was legally entitled to a monthly allowance. The Plaintiff has undisputedly established that the Defendant has failed to pay to him the outstanding wages and fuel allowance for the period of November 2019 to February 2020. The version of the Plaintiff has remained credible, unchallenged and unshattered.

In the circumstances, I find that the Defendant is indebted to the Plaintiff in the sum of Rs 120,000 representing the outstanding wages and fuel allowance owed by the Defendant to the Plaintiff for the period of November 2019 to February 2020.

Conclusion

In light of the above, I find that the Plaintiff has established its case on a balance of probabilities. I order the Defendant to pay to the Plaintiff the sum of Rs 120,000 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: 15th May 2023