

NITISHA COOSHNEAPA VS MAYURMED LTD

2023 IND 64

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Cause Number: 194/22

THE INDUSTRIAL COURT OF MAURITIUS

(CIVIL DIVISION)

In the matter of:-

NITISHA COOSHNEAPA

Plaintiff

VS

MAYURMED LTD

Defendant

JUDGMENT

Introduction

The Plaintiff was in the continuous employment of the Defendant as a Doctor since the 1st June 2019. By virtue of a claim backed by the Plaintiff's testimony in Court, she is claiming from the Defendant, the sum of Rs 289,860.66/- representing one month's remuneration as indemnity in lieu of notice, outstanding wages, refund of travelling expenses and end of year bonus for the year 2020.

The facts

The Plaintiff testified that she was working on a 6-day week basis for and in consideration of a monthly basic wage of Rs 40,000. She performed medical and administrative duties. The Plaintiff contended that the Defendant failed to remunerate her for the period of June 2019 to October 2019 despite her numerous requests to the Director of the Defendant company to settle her outstanding salary. On the 15th November 2019, she reiterated her request to the director of the Defendant company but she was told that the investors have not yet released the funds. She was requested to call on the Defendant's legal advisor at the university of Mauritius to collect her contract of employment.

On the 18th November 2019, she was still not handed her contract of employment and was asked to stay at home. The resumption would be effective at the obtention of her contract of employment. However, she was never remunerated nor handed her contract of employment.

It is the contention of the Plaintiff that by failing to remunerate her within the prescribed delay and by the acts and doings of the Defendant, the latter has committed a

breach of her contract which she construes as a termination of the employment on the 18th November 2019 without notice and justification.

In the present case, the Defendant has left default despite a substituted service having been effected at the given address 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 notice and without any justification. The version of the Plaintiff has remained credible, unchallenged and unshattered. In the circumstances, I find that the Defendant has unlawfully terminated the contract of employment by terminating the employment without notice and justification in breach of **THE WORKERS’ RIGHTS ACT 2019**. The Defendant is therefore indebted to the Plaintiff in the sum of Rs 289,860.66/- representing one month’s remuneration as indemnity in lieu of notice, outstanding wages, refund of travelling expenses and end of year bonus for the year 2020.

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 289,860.66/-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: 05th September 2023