

Bissessur T. v World Class Garden Services Ltd

2025 IND 52

Cause Number 422/24

IN THE INDUSTRIAL COURT OF MAURITIUS
(Civil side)

In the matter of:

Mrs. Teema Bissessur

Plaintiff

v.

World Class Garden Services Ltd

Defendant

Judgment

The averments of this plaint are to the following effect-

Plaintiff was in the continuous employment of Defendant as Gardener since 13.1.2016.

She was employed on a 6- day week basis and her terms and conditions of employment were governed by the Workers' Rights Act 2019. She was last remunerated at monthly intervals at the basic rate of Rs 11,075 per month.

On 31.5.2022, she received a letter from Defendant dated 1.4.2022 wherein she was informed that her employment was terminated as from 31.5.22 on economic ground.

She was short paid her wages by Rs 500 for the month of March 2022 and Rs 1075 for the month of April 2022 and was paid only Rs 10,575 and Rs 10,000 respectively.

She has not been paid wages for the month of May 2022.

As at 31.5.2022, she had 19 days' outstanding annual leaves for the year 2022 and Defendant has failed to refund same.

Defendant has failed to pay her an end of year bonus for the year 2022.

Plaintiff is, therefore, claiming from Defendant the sum of Rs. 36,432.84 made up as follows: one month's wages as indemnity in lieu of notice: Rs 11,075.00, balance of wages for the months of March and April 2022 (Rs 500 + Rs 1075): Rs 1,575.00, outstanding wages for the month of May 2022: Rs 11,075.00, 19 days outstanding annual leaves for the year 2022 (Rs 11,075/26 x 19 days): Rs 8,093.26 and end of year bonus for the year 2022 (Rs 11,075/ 12 x 5): Rs 4,614.58.

Defendant did not put in an appearance on the trial day although it was duly summoned.

Thus, Plaintiff has testified in Court as per the above averments in its absence pursuant to Section 16 (1) of the District and Intermediate Courts (Civil Jurisdiction) Act by virtue of Section 7(1) of the Industrial Court Act 1973. She has produced her letter of termination as per Doc. A.

Default judgments are governed by Section 16 (1) of the District and Intermediate Courts (Civil Jurisdiction) Act which reads as follows –

"Where on the day so fixed in the summons, or at any continuation or adjournment of the Court or cause in which the summons was issued, the defendant does not appear, or does not sufficiently excuse his absence, the Court, upon proof of the service of the summons, may give judgment in terms of the plaint or, where the cause includes a claim for substantial damages, proceed to the hearing of the witnesses and trial of the cause on the part of the plaintiff only, and in either case, the judgment shall, subject to subsection (2), be as if both parties had attended." (emphasis added)

I have duly considered all the evidence put forward before me. I find no valid reason to doubt the plausible, sound, unrebutted, straightforward and convincing testimony of Plaintiff which is in line with the letter of termination of her contract of employment as per Doc. A. Hence, I find that the case for the Plaintiff has been proved on a balance of probabilities.

I, accordingly, give judgment in terms of the plaint (see- Section 16 (1) of the above Act) and I order Defendant to pay to the Plaintiff the sum of Rs. 36,432.84 representing: one month's wages as indemnity in lieu of notice: Rs 11,075.00, balance of wages for the months of March and April 2022 (Rs 500 + Rs 1075): Rs 1,575.00, outstanding wages for the month of May 2022: Rs 11,075.00, 19 days outstanding annual leaves for the year 2022 (Rs 11,075/26 x 19 days): Rs 8,093.26 and end of year bonus for the year 2022 (Rs 11,075/ 12 x 5): Rs 4,614.58 with interest at the rate of 12% per annum on the amount of remuneration due from the date of non-payment to the date of payment.

S.D. Bonomally (Mrs.) (Vice President)

29.07.2025