

JOSEPH CLIFFORD REMY VS CHRISTOPHER YOUCOUABLE

2025 IND 6

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Cause Number: 267/24

THE INDUSTRIAL COURT OF MAURITIUS

In the matter of:-

JOSEPH CLIFFORD REMY

Plaintiff

VS

CHRISTOPHER YOUCOUABLE

Defendant

JUDGMENT

Introduction

The Plaintiff was in the continuous employment of the Defendant as a mason Grade 1 since the 7th September 2021. By virtue of a claim backed by the Plaintiff's testimony in Court, he is claiming from the Defendant, the sum of Rs 15,000/- representing 10 days' wages.

The facts

The Plaintiff testified that he was working on a 5-day week basis. He was remunerated at the rate of Rs 1,500 daily payable on a fortnightly basis. According to the Plaintiff, he was not remunerated for work performed on 10 days for the period of 07th September 2021 to the 20th September 2021.

The Plaintiff is therefore claiming from the Defendant the sum of Rs 15,000 representing 10 days' wages.

In the present case, the Defendant has left default despite a personal service of the plaint having been effected upon him by usher.

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 his employment without payment of 10 days' work. 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 Rs 15,000 representing 10 days' wages.

Conclusion

In light of the above, I find that the Plaintiff has established his case on a balance of probabilities. I order the Defendant to pay to the Plaintiff the sum of Rs 15,000/- 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: 10th February 2025