Jeetun v Mauritius Consumers' Co-operative Federation

2023 IND 8

CN255/15

THE INDUSTRIAL COURT OF MAURITIUS
(Civil Side)

In the matter of:-

Mrs Rakhee Jeetun

Plaintiff

v/s

Mauritius Consumers Co-operative Federation

Defendant

JUDGMENT

The Plaintiff is claiming from the Defendant, by way of Amended Plaint, **the total sum of Rs410 235. 58/- representing Payment Of End Of Year Bonus for 2013, Outstanding Wages For December 2013, January 2014, February 2014, and The Period Between 01-03-14 and 10-03-14, Refund Of Travelling Expenses For The Period December 2013 to 10-03-14 (i.e. 78 days), Refund of 18 Outstanding Annual Leaves For 2013, One Month's Wages As Indemnity In Lieu Of Notice, and Severance Allowance For 162 Months' Continuous Service, for having terminated her employment on 11-03-14 without Notice and without any Justification, together with Interest at the rate of 12% per annum on the amount of Severance Allowance payable from the date of termination of employment to the date of payment, and such amount by way of compensation for Wages lost and expenses incurred in attending Court**.

The Defendant denied the said Claim in its Amended Plea.

Each Party was assisted by Learned Counsel, and the Proceedings were held partly in English and partly in Creole.

Case For The Plaintiff

It was the case for the Plaintiff that the Defendant terminated her employment without Notice and without Justification, as the Defendant failed to:

1) pay her End of Year Bonus for 2013, although she worked during the period January 2013 to December 2013;
2) remunerate her as per the **Distributive Trades (Remuneration Order) Regulation 2004 as amended** for the period December 2013, January 2014, February 2014, and the period between 01-03-14 and 10-03-14;
3) refund her her travelling expenses of Rs108/- per day as return Bus Fare for the period 01-12-13 to 10-03-14, i.e. 78 days;
4) refund to her her 18 days of outstanding Annual Leave still due to her for the year 2013.

Case For The Defendant

It was the case for the Defendant that whilst it admitted (although same was denied as per paragraph 6 of the Amended Plea) the Plaintiff's Claim for the End of Year Bonus for 2013, the outstanding Wages for December 2013, January 2014, February 2014, and the period between 01-03-14 and 10-03-14, the refund of Travelling expenses for the period December 2013 to 10-03-14 (i.e. 78 days), and the refund of 18 outstanding Annual Leaves For 2013, it denied the Plaintiff's Claim for one month's Wages as indemnity in lieu of Notice and for Severance Allowance, as it was the Plaintiff's own responsibility to pay her own Salary and that of the other Staff at the Mount Ory Fair Price Shop (hereinafter referred to as MOFPS), as the Plaintiff herself terminated her employment when she stopped calling at her place of work or at the Defendant as from 20-03-14, and/or in the alternative, any sum allegedly due to the Plaintiff should be set off against the shortage of stock of Rs154 194. 58/- found at the said MOFPS on or about 19-03-14.

Analysis

The Court has duly analysed all the evidence on Record and all the circumstances of the present matter, and the Court has duly considered the Submissions offered by each Learned Counsel.

Applicable Law

Given the Plaintiff's employment was terminated in March 2014, the applicable Law at the relevant time was the **Employment Rights Act** (hereinafter referred to as **ERA**) as amended.

Not In Dispute

At the outset, the Defendant stated that the Plaintiff's Claim for the End of Year Bonus, the outstanding Wages, Travelling expenses, and the Annual Leaves were not disputed.

In Issue

The only issues remaining to be determined therefore, are whether the Plaintiff is entitled to Wages as indemnity in lieu of Notice and to Severance Allowance, in the circumstances of the present matter.

Was The Plaintiff Employed By The Defendant?

The Plaintiff was appointed as Head Salesperson of the MOFPS by the Mauritius Consumers' Cooperative Federation Limited (hereinafter referred to as MCCFL) (Doc. P1).

From the clear wording of the first page (Docs. P and P1), the Plaintiff was employed by the MCCFL, to which she was to devote her employment and duty.

Mr Mantrakar Ram (hereinafter referred to as the Defendant's Witness) deponed in Court to the effect that the Plaintiff was employed by the Defendant at Plaine Lauzun, and was seconded for duty at the MOFPS, and it is worth noting that the Plaintiff was moved from the Retail Branch of the MCCFL (Doc. P) to the MOFPS (Doc. P1) by the Defendant.

This means that the Plaintiff was employed by the Defendant, which decided where to post the Plaintiff (Docs. P and P1).

Further, it was specifically put to the Plaintiff in cross-examination that she never informed her employer that she would not report for duty after 10-03-14 at the MOFPS and gave no reason for not reporting for duty.

It was further the case for the Defendant that the Plaintiff was to report to the Plaine Lauzun Office when the MOFPS ceased to operate.

It logically follows from the above, that the Defendant was the employer of the Plaintiff, and expected her to continue working for the Defendant, although the MOFPS had ceased operating, and the Defendant cannot therefore be heard to say that the Plaintiff was not its employee.

In light of all the above, it has been established that the Plaintiff was employed by the MCCFL, to which she was to devote all her employment/duty (paragraph 04 of Doc. P1), and that she was posted at the MOFPS (Doc. P1) at the relevant time.

Was It The Plaintiff's Duties To Generate Her Own Salary?

As per the detailed description of the duties and responsibilities concerning the said post (Doc. P1), it is clearly mentioned that the Plaintiff was *inter alia* "Responsible for All Staff of Retail Shop" and reference is made throughout the said document to the "retail shop", whether in the paragraph "Job Purpose and Functions" or the paragraph "Duties and Responsibilities".

Nowhere in the detailed description of the duties and responsibilities of the Plaintiff's post (second and third pages of Doc. P1), is anything mentioned about the Plaintiff having to ensure that she generated the salaries of the Staff of the MOFPS.

And the Defendant's Witness conceded that it was not specified in the job description (second and third pages of Doc. P1), that the Plaintiff was responsible for the remuneration for herself and the other Staff of the MOFPS.

True it is that the Plaintiff confirmed that she was responsible to prepare and make the payment for the salaries of the Staff of the MOFPS, including her own (Docs. P2 and P3), but this cannot mean that she was responsible to generate such salaries.

The Plaintiff confirmed having received instructions to take money from the cash available at the MOFPS for the salaries, and the Plaintiff may have prepared the payslips for herself and the Staff of the MOFPS, but the Court is of the considered that the responsibility of preparing the payslips cannot mean that the Plaintiff also had the responsibility to generate the salaries of the Staff of MOFPS.

The responsibility for the physical act of preparing payslips and of effecting payment of salary, i.e. remitting money to a Staff as salary, is not the same as having the responsibility of generating the salary.

These are two distinct functions, which cannot simply be amalgamated.

The Court has noted the Submissions of Learned Counsel for the effect that the payslips were issued on behalf of the Defendant, and then to the effect that because the Plaintiff was the one preparing the payslips for herself, she was standing in the shoes of the employer, i.e. the Defendant, and hence she was responsible for generating her own salary.

The Court is of the considered view that this view is untenable, as it is clear, as highlighted above, that the Plaintiff was employed by the Defendant, which was therefore responsible for the Plaintiff's salary, and also given the Defendant conceded that the Plaintiff's duties as described in the job description (second and third pages of Doc. P4) did not mention generation of salaries.

In the circumstances, the Court is of the considered view that the Plaintiff's duties and responsibilities did not include the responsibility to generate the salaries of the staff of the MOFPS, and that the said responsibility was that of the Defendant as the Plaintiff's employer.

<u>The Defendant admitted the Plaintiff's Claim for outstanding wages</u>

S.36(4) of the ERA provides as follows:

> Where an employer fails to pay the remuneration due under the agreement to a worker, the latter may claim that the agreement has been terminated by his employer.

True it is that in the said **s. 36(4) of the ERA**, the word "may" is used, which pursuant to **s. 5(4)(b) of the Interpretation And General Clauses Act (hereinafter referred to as IGCA)** "shall be read as permissive and empowering".

This means that the failure of the employer to pay the remuneration due under the agreement to the employee does not automatically entitle the employee to claim that the agreement has been terminated by the employer.

Something more is needed for the employee to be justified in claiming that the agreement, i.e. that his employment, has been terminated.

S. 21 of the ERA provides as follows:

> **21. Payment of remuneration**
>
> (1) Every employer shall pay remuneration to a worker at monthly intervals, unless the parties agree to payment at shorter intervals.
>
> (2) Every employer shall pay remuneration directly to every worker –
>
> […]
>
> (c) not later than the last working day of the pay period.

There was therefore a statutory obligation on the Defendant to pay directly to the Plaintiff her remuneration at monthly intervals not later than the last working day of the pay period, which is "the period for which remuneration is paid under section 21" [1].

And as per **s. 21(1) of the ERA**, given an employer and an employee could agree to pay the employee's salary at shorter intervals than at monthly intervals, it follows that the said interval could be reduced, but could not be extended to be more than one month.

The word "shall" has been used in **s. 21(1) of the ERA**, which as per **s. 5(4)(a) of the IGCA** "may be read as imperative.".

Bearing in mind that "[*d]'un point de vue purement contractuel, le salaire constitue la contrepartie du travail accompli. D'un point de vue humain, il déborde largement le cadre contractuel. Il est en effet un élément indispensable dans la subsistance même de l'employé et a, à ce titre, un*

[1] **S. 2 of the ERA**

caractère alimentaire" [2]*,* the Court is of the considered view, that by choosing to use the word "shall" in **s. 21(1) of the ERA**, the Legislator was clearly indicating his intention to make such provision a mandatory one.

In the present matter, it was not disputed that the Plaintiff was drawing a monthly salary (Docs. P1, P2 and P3), and hence was to be paid not later than the last working day of the pay period, i.e. the last working day of the month, by the Defendant as the Plaintiff's employer.

By agreeing to pay to the Plaintiff her outstanding Wages for December 2013, January 2014, February 2014, and the period between 01-03-14 and 10-03-14, in effect, the Defendant was admitting that as employer, it had not paid to the Plaintiff her dues for the said periods within the statutory delay, which amounts a *faute*.

The Defendant failed to pay to the Plaintiff her salary not for one month, but for more than three months, and in the absence of any justification/reason for such failure, the Court is of the considered view that the Plaintiff was entitled to treat her employment as having been terminated without Notice and without justification by the Defendant's such failure.

And as highlighted above, the **ERA** is a "*legislation […] d'ordre public*", which cannot be derogated from.

Letter to resume

The Plaintiff admitted she stopped going to work as from 11-03-14, the reason being that she was not being paid her salary.

The Plaintiff also admitted having sent no letter to that effect to the Defendant, but maintained having informed the Defendant verbally as to the reason she was stopping to work.

Be that as it may, the Defendant's Witness stated that the Plaintiff was meant to report for duty at the Defendant in Plaine Lauzun when the MOFPS closed, but that she did not do so, and that the Plaintiff had herself stopped coming to work after about 10-03-14.

[2] I**ntroduction au Droit du Travail Mauricien –1/Les Relations Industrielles de Travail (2ème édition –2009)**, at p. 135

In essence, therefore, it was the contention of the Defendant that the Plaintiff herself had decided to leave her employment without informing the Defendant thereof, and thus the Plaintiff had abandoned her work.

True it is that the Defendant did not use the words "abandonment of work" on the Amended Plea or in Court, but it is beyond doubt that that was what was meant by the Defendant when it said that the Plaintiff had stopped coming to work of her own accord as from about 11-03-14.

The Court finds the principles set out in the Authority of **Mauritius Agricultural & Industrial Co. Ltd v The Permanent Secretary, Ministry Of Labour & Social Security On Behalf Of Auckloo [1974 MR 34]** cited with approval in the Authority of **Dindoyal v Gourrege [2015 SCJ 148]**, to the point:

> To plead abandonment of work implies saying two things: first, the worker was absent from work, and second, he intended not to resume work. The effect of s. 7(3) is that the employer will not be allowed to prove that specific intent unless he has first taken steps to remove any possible controversy - viz. by calling on the worker to resume work. **(Emphasis added)**

The Court is alive to the fact that the Authority of **Auckloo (supra)** was decided under the previous Labour Laws, but the Court is nonetheless of the considered view that the rationale in the said Authority is relevant to, and applies to, the present matter, in light of the following passage from the Authority of **Dindoyal (supra)** citing with approval the Authority of **Belle Vue Mauricia (Harel Frères) Ltd v The Permanent Secretary, Ministry of Labour and Social Security [1974 MR 31]**:

> The Court had this to say whilst interpreting **Section 7(2) and (3) of the Ordinance**, which were couched in terms similar to **Section 32(3) and (4) of the Labour Act 1975**, and which have now been reproduced in **Section 46(7) of the Employment Rights Act** with effect from 2 February 2009:
>
> > "*It results from the case of Kishtoo v. Building and Engineering Co. Ltd. [Review No. 1/72] that once a worker has duly referred the matter to the Labour Inspectorate under s. 7(2) of the Termination of Contracts of Service Ordinance*

(No. 33 of 1963), then the employer is debarred from setting up a defence that the worker has abandoned his employment unless he proves that he has required the latter to resume work in the manner laid in s. 7(3). … … … The terms of s. 7(3) are unrestricted: it prohibits every defence which sets up abandonment of work, and we should not be justified in limiting it to certain forms of abandonment of work to the exclusion of other forms."

S. 46(7) of the ERA in force at the time of the decision of **Dindoyal (supra)** reads as follows:

> Where a matter is referred to the Permanent Secretary under subsection (2) or to Court under subsection (3)(a), the employer may not set up as defence that the worker has abandoned his employment unless he proves that the worker has, after having been given written notice –
>
> (a) by post with advice of delivery; or
>
> (b) by service at the residence of the worker,
>
> requiring him to resume his employment, failed to do so within a time specified in the notice which shall not be less than 24 hours from the receipt of the notice.

S. 46(7) of the ERA was repealed by **s. 25(i) of the Employment Rights (Amendment) Act 2013 [Act No. 06 of 2013] (hereinafter referred to as the ER(A)A)** and does not expressly replace same with a new section or subsection, but in the **ER(A)A**, **s. 36(5) the ERA** was repealed and replaced by the following subsection:

> (5) An agreement shall not be broken by a worker where he absents himself from work for more than 2 consecutive working days without good and sufficient cause for a first time unless the employer proves that the worker has, after having been given written notice —
>
> (a) by post with advice of delivery; or
>
> (b) by delivery at the residence of the worker,

> requiring him to resume his employment, failed to do so within a time specified in the notice which shall not be less than 24 hours from receipt of the notice.

True it is that the wording of the said two subsections set out above are not identical, but the Court is of the considered view that the spirit and objective of the said subsections are the same, that is preventing an employer from treating an employee as having in effect abandoned her/his work, where s/he absents herself/himself from work for more than 2 consecutive working days without good and sufficient cause for a first time, unless there is compliance with the written notice requirement.

In light of all the above, the Court is of the considered view the applicable Law at the relevant time, was **s. 36(5) of the ERA**, which came into effect on 11-06-13, that is well before 11-03-14 when the Plaintiff last worked for the Defendant.

As highlighted above, and from all the evidence on Record, the Plaintiff admitted she did not work for the Defendant Company after about 11-03-14, and that she "intended not to resume work" (**Auckloo (supra)**).

And in the present matter, there is no evidence to the effect that the Plaintiff had absented herself in such a manner more than once.

The Plaintiff's failure to inform the Defendant that she did not intend to resume her work at the Defendant is, however, not sufficient for the Defendant to invoke that the Plaintiff had herself put an end to their employment relationship, as per the principles set out in the Authority of **Dindoyal (supra)**:

> The fact that the appellant had, on 11 November 2008, orally signified an intention to terminate her employment would not in law be sufficient to enable the respondent to successfully invoke a defence of termination of employment by the appellant resigning in such circumstances. (Emphasis added)

This was not made a live issue in the course of the Proceedings, but the Court is of the considered view that it is an express provision of **s. 36(5) of the ERA** that the Defendant may not set up

as defence that the Plaintiff has abandoned her employment unless it proves that the Plaintiff has, after having been given written notice, by post with advice of delivery, or by service at her residence, requiring her to resume her employment, failed to do so within a time specified in the notice which shall not be less than 24 hours from the receipt of the notice.

The Court also bears in mind that the **ERA** is a "*legislation […] d'ordre public*" [3], and that it is not open to "the employer […] to prove that specific intent [not to resume work] unless […] [it] has first taken steps to remove any possible controversy – viz by calling on the […] [Plaintiff] to resume work", as has been clearly established in the Authority of **Auckloo (supra)**:

> "The effect of section 7(3) is that the employer will not be allowed to prove that specific intent unless he has first taken steps to remove any possible controversy – viz by calling on the worker to resume work" **(Emphasis added)**" (**Dindoyal (supra)**).

The mandatory nature of the requirement set out in **s. 32(4) of the Labour Act 1975** has been recognized in the Authority of **Dindoyal (supra)**:

> The mandatory requirement to conform with the need to serve a written notice in conformity with Section 32(4) of the Labour Act has been consistently laid down in a number of subsequent decisions which dealt with the defence of abandonment of work raised by an employer. For instance, in **Ramjan and Co. v Mamode [1977 p. 38]** the Court pointed out the following at p. 42:
>
> > "*Regarding the appellants' contention that the respondent had himself left his employment, it was observed in argument that that defence was not open to them as they had not complied with section 7(3) of Ordinance No. 33 of 1963 by which it was unlawful for an employer to set up as a defence that the worker had abandoned his employment unless he had first required the worker by notice in the prescribed manner to resume within a specified time and the worker had failed to do so. …"*
> >
> > "*… …he (the employer) is debarred from raising it unless he has first complied with the requirements of section 7(3) of Ordinance No. 33 of 1963 as to notice, … …*

[3] I**ntroduction au Droit du Travail Mauricien (supra)**, at p. 5

> *what the employer is called upon to show is his genuine willingness not to sever his contractual relations with the worker. In fact what the employer would seek to prove is that he has kept the worker's job available to him until the latter has himself signified his intention not to accept the offer*." [4]

S. 36(5) of the ERA is in similar terms to the said **s. 32(4) of the Labour Act 1975**, and the Court is of the considered view, bearing in mind the similar philosophy and rationale behind the Labour Act and the **ERA**, that the abovementioned principles as to the mandatory nature of **s. 32(4) of the Labour Act 1975** apply *mutatis mutandis* to the **ERA**.

The Defendant unequivocally admitted not having sent any letter to the Plaintiff asking her to resume her work, and it has therefore been established that the Defendant did not comply with **s. 46(7) of the ERA**.

In light of all the above, the Court is of the considered view that it is not open to the Defendant to invoke the Defence of Abandonment of Work.

Set Off

As per the letter (first page of Doc. P4), the physical stock taking exercise was done on 19-03-14 in the Plaintiff's presence and in her capacity as Head Salesperson.

In cross-examination, it was put to the Plaintiff that she stopped working of her own accord as from 10-03-14.

And the Defendant's Witness stated that the Plaintiff was on duty on 19-03-14, but did not report for duty thereafter.

The Court is of the considered view that the inconsistency in the case of the Defendant, as to the date on which the Plaintiff last worked, undermines the Defendant's case.

[4] **Ramjan And Co. v Mamode [1977 MR 38]**

It is also worth noting that the stock taking exercise was done on 19-03-14 (first page Doc. P4), and it is more than one month later, i.e. on 07-05-14, that a letter (first page of Doc. P4) was sent to the Plaintiff for her to furnish her explanations.

And whilst the Plaintiff replied to the said letter on 20-05-14, through her Attorney (Doc. P5), requesting for communication of the relevant documents, it is only on 13-11-14 (Doc. P6) that the Defendant renewed its request for explanations, and makes no mention of the Plaintiff's letter (Doc. P5).

The Plaintiff replied, through her Attorney, to the Defendant's letter (Doc. P6), reiterating her request for the communication of the relevant documents (Doc. P7), and it is 06 months later, i.e. on 02-07-15, that the Defendant replied to the Plaintiff's said letter and communicated the requested documents.

The Court is of the considered view that such delay in responding to the Plaintiff's requests for communication of the relevant documents, and communicating the relevant documents more than one year after they were requested, is not in order.

Be that as it may, the name of the MCCFL appears on the letterhead of, and is mentioned in, the letter (Doc. P1), on the Plaintiff's payslips (Docs. P2 and P3), and the first page of (Doc. P4).

However, "Mount Ory Cooperative Stores Society Limited" (hereinafter referred to as MOCSSL) appears on the letterhead of the first page (Doc. P4), and as per the said letter, the physical stock taking of goods held on 19-03-14 was at the MOCSSL.

There is no evidence on Record to establish that the MOFPS and the MOCSSL are one and the same entity, and hence the Court cannot link the said document (Doc. P4) to the Plaintiff and cannot reasonably conclude that the Plaintiff was responsible for the MOCSSL.

The Court cannot therefore link any shortage, if at all, in the stocks of the MOCSSL, to the Plaintiff.

Further, the Court has noted that the salesman account and the stock sheets were communicated to the Plaintiff's Attorney (Doc. P8), and that the Plaintiff confirmed having signed a paper ("*enne papier*"), but since same have not been produced in the course of the present Proceedings, the

Court is not in a position to determine for itself whether the paper the Plaintiff confirmed having signed was the stock sheets (first page of Doc. P4), and whether the Plaintiff did sign all the stock sheets (first page Doc. P4), and if so, what would be the consequence, if any, thereof.

True it is that the document entitled "Salesman Account Mount Ory" (second page of Doc. P4) mentions a shortfall of Rs154 194. 56/- (second page of Doc. P44), but since the said document only mentions "Mount Ory", in view of the Court's observations about the MOFPS and the MOCSSL above, there is no way for the Court to determine in a conclusive manner what the said salesman account relates to.

The Court has also noted a variance, albeit minute, in the figures, given that "Rs154 194. 56/-" in mentioned on the second page of (Doc. P4), whereas the figure "Rs154 194. 58/-" is mentioned in the first page of (Doc. P4).

Further, it does not bear the Plaintiff's signature (Doc. P4), and the Plaintiff stated in Court she did not remember the said document.

There is therefore no way for the Court to ascertain whether the Plaintiff had knowledge of the said document or not.

In light of all the above, the Court is of the considered view that it would not be safe to act on same.

In light of all the above, the Court finds that there is no evidence on Record to link the Plaintiff to the shortage if any, and hence finds that the Defendant's "contention […] [is not] sufficiently serious and *bona* fide", and the Court also finds the issue of the Court's Jurisdiction does not arise.

Miscellaneous

The Court has noted that in the Pleadings, the following names appears as follows:

1) Amended Plaint: Mauritius Consumers Co-operative Federation;
2) Demand of Particulars and Answer To Particulars: Mauritius Consumers Co-Operative Federation;

3) Amended Plea: Mauritius Consumers Co Op Federation.

In the (Docs. P and P1), the name of "Mauritius Consumers' Cooperative Federation Ltd" appears, and in (Docs. P2 and P3), the name of "Mauritius Consumer's Cooperative Fed Ltd" appears, and in (Doc. P4), the name of "Mauritius Consumer's Cooperative Federation Limited" appears.

Be that as it may, at no stage of the Proceedings was the Identity of the Defendant put in issue, nor was it disputed that the said documents all related to the Defendant.

The Court therefore acts on the basis that all the said names and documents relate to the same entity, that is the Defendant.

A Second Amended Plea was meant to be filed to reflect the amendment brought to paragraph 3 of the Amended Plea, but this was not done.

The Court is of the considered view that it can proceed to determine the present matter on the basis of the Pleadings as they stand, given that the said amendment to paragraph 3 was in relation to a single word, and does not adversely affect the Rights of the Parties.

Conclusion

In light of all the evidence on Record, all the circumstances of the present matter, and for all the reasons given above, the Court finds that the Plaintiff has established her Claim on the Balance of Probabilities, and **the Defendant is ordered to pay to the Plaintiff:**

1) **the End of Year Bonus for 2013**

Rs8350/-

2) **the outstanding Wages for December 2013, January 2014, February 2014, and the period between 01-03-14 and 10-03-14**

Rs28 332.31/-

3) **the refund of Travelling expenses for the**

period December 2013 to 10-03-14 (i.e. 78 days)

Rs8424/-

4) **the refund of 18 outstanding Annual Leaves For 2013**

Rs5780.77/-

5) **One month's Wages as Indemnity In Lieu Of Notice**

Rs8659/-

6) **Severance Allowance for 162 months' Continuous Service**

Rs350 689.50/-

TOTAL **Rs410 235. 58/-**

Pursuant to **s. 46(11) of the ERA**, the Court has a discretion as to any award for Interest on the amount of Severance Allowance payable (**Ramnarain v International Financial Services Ltd [2021 SCJ 35]**).

The Court is of the considered view that in the circumstances of the present matter, Interest at the rate of 07% per annum on the said amount of Severance Allowance would be fair, and **the Defendant is therefore ordered to pay to the Plaintiff 07% Interest per annum on the amount of Severance Allowance only (i.e. Rs350 689. 50/- only) from the date of the present Judgment to the date of final payment**.

In the absence of any evidence on Record as to any amount as to compensation for Wages lost and expenses incurred in attending Court, the Court makes no Order in relation thereto.

And there being no Prayer for Costs as per the Amended Proecipe, the Court makes no Order as to Costs.

[Delivered by: D. Gayan, Ag. President]

[Intermediate Court (Financial Crimes Division)]

[Date: 30 January 2023]