

ANUSHA RAMJUTTUN VS S&K WATERFRONT LTD

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Cause Number: 98/24

THE INDUSTRIAL COURT OF MAURITIUS

In the matter of:-

ANUSHA RAMJUTTUN

Plaintiff

VS

S&K WATERFRONT LTD

Defendant

JUDGMENT

Introduction

The Plaintiff was in the continuous employment of the Defendant as a fast food operative since the 7th February 2019. By virtue of a claim backed by the Plaintiff's testimony in Court, she is claiming from the Defendant, the sum of Rs 19,110.85/- representing maternity allowance, balance of maternity leave for March 2021 and for the period of 01st May 2021 to 24th May 2021.

The facts

The Plaintiff testified that she was working on a 6-day week basis for and in consideration of a monthly terminal basic rate of Rs 11,367. On the 22nd February 2021, she gave birth to a child and she was on maternity leave as from the 22nd February 2021 to the 30th May 2021. According to the Plaintiff, the Defendant has not paid to her the maternity allowance and has only paid her Rs 4,000 as maternity leave for the month of March 2021. She was also not paid maternity leave for the month of May 2021.

The Plaintiff is therefore claiming from the Defendant the sum of 19,110.85/- representing maternity allowance, balance of maternity leave for March 2021 and for the period of 01st May 2021 to 24th May 2021.

In the present case, the Defendant has left default despite a personal service, by usher, effected at the place of business 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 payment of the maternity allowance and maternity leave. 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 19,110.85/- representing maternity allowance and maternity leave for March 2021 and for the period of 01st May to 24th May 2021.

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 19,110.85/- 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 March 2025

