

Salomon J.J.C. v Defence Hitech Security Services Ltd

2025 IND 22

Cause Number 411/24

IN THE INDUSTRIAL COURT OF MAURITIUS
(Civil side)

In the matter of:

Mr. Jean José Christian Salomon

Plaintiff

v.

Defence Hitech Security Services Ltd

Defendant

Judgment

Plaintiff deposed in line with the averments of this plaint as highlighted below, pursuant to Section 16 (1) of the District and Intermediate Courts (Civil Jurisdiction) Act (enabled by Section 7(1) of the Industrial Court Act 1973) given that Defendant left default on the trial day despite the fact that it was duly summoned:

1. Plaintiff was in the continuous employment of Defendant as Security Guard since 30.7.2023.

2. His terms and conditions of employment were governed by the Private Security Services (Remuneration)Regulations 2019.
3. He was employed on a 6-day week basis and his site of work was at FAREI Pamplemousses Organic Research Station.
4. He was remunerated at monthly interval at the basic rate of Rs 12,075 instead of Rs. 13,009 as per prescribed rate.
5. He last worked on 24.9.2023.
6. Defendant has failed to pay him 38 days of wages for work performed during the period 16.8.2023 to 24.9.2023.
7. During the period 16.8.2023 to 24.9.2023 he has performed overtime as follows: 16 hours to be remunerated at single rate, 72 hours to be remunerated at 1.5 times, 40 hours to be remunerated at double rate and 21 hours to be remunerated at triple rate and Defendant has failed to remunerate him.

Section 16 (1) of the District and Intermediate Courts (Civil Jurisdiction) Act provides:

*"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)**

Plaintiff deposed in a straightforward manner and he has convinced me as being a witness of truth. Defendant, on the other hand, not only did not put in an appearance on the trial day but also did not file any plea in the present matter so that the case for the Plaintiff remained undisputed, unrebutted and uncontested.

Therefore, I have no difficulty [bearing in mind the soundness of this pleading both in law and the facts (see - **Hurnam D. v. Bholah K. B. & Anor. [2009 SCJ 265]**)] in finding that the claim of the Plaintiff from Defendant in the sum of Rs 37,559.32 (as reproduced below) has been proved on a balance of probabilities:

(a) Salaries for the period 16.8.23 to 24.9.23 ((Rs 13,009/195) x 8 hours x 38 days worked):

Rs 20,280.70.

(b) Remuneration due for overtime performed amounting to Rs 17,278.62:

(i) 16 hours at basic rate: Rs 13,009/195 x 16 x 1: Rs 1,067.41.

(ii) 72 hours at basic rate: Rs 13,009/195 x 72 x 1.5: Rs 7,204.98.

(iii) 40 hours at basic rate: Rs 13,009/195 x [(40 x 2.0) – 8]: Rs 4,803.32.

(iv) 72 hours at basic rate: Rs 13,009/195 x 21 x 3.0: Rs 4,202.91.

Hence, I order Defendant to pay to the Plaintiff the sum of Rs 37,559.32 in terms of the plaint 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)

26.3.2025.

