

PARMANTEE ANGHNOO VS DOMUS MANAGEMENT AND SERVICES LTD

2024 IND 30

PARMANTEE ANGHNOO VS DOMUS MANAGEMENT AND SERVICES LTD

Cause Number: 150/23

THE INDUSTRIAL COURT OF MAURITIUS

(CIVIL DIVISION)

In the matter of:-

PARMANTEE ANGHNOO

Plaintiff

VS

DOMUS MANAGEMENT AND SERVICES LTD

Defendant

JUDGMENT

Introduction

The Plaintiff was in the continuous employment of the Defendant as a cleaner since the 9th August 2021. By virtue of a claim backed by the Plaintiff's testimony in Court, she is claiming from the Defendant, the sum of Rs 40,000/- representing the balance of wages left unpaid for 72 days' work performed during the 09th August 2021 to 09th November 2021.

The facts

The Plaintiff testified that she was working on a 6-day week basis for and in consideration of a daily basic rate of Rs 700/-, payable on a fortnightly basis. She performed 72 normal days' work during the period of 09th August 2021 to the 09th November 2021, for which she has been paid only Rs 10,400 as remuneration. The Plaintiff claimed from the Defendant the sum of Rs 40,000 representing the balance of wages left unpaid.

In the present case, the Defendant has left default despite a substituted service effected by posting a true and certified copy of the Plaint at the door of the Defendant company on the 7th June 2024.

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 failed to pay the balance of wages for 72 normal days’ work performed during the period of 09th August 2021 to the 09th November 2021. The version of the Plaintiff has remained credible, unchallenged and unshattered. In the circumstances, I find that the Defendant is therefore indebted to the Plaintiff in the sum of Rs 40,000/-representing the balance of wages left unpaid for 72 normal days’ work performed during the period of 09th August 2021 to the 09th November 2021.

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 40,000 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: 08th August 2024