

**NAVINDRA DABY & ANOR VS JACK TELLOR LIMITED**

**2025 IND 32**

**NAVINDRA DABY & ANOR VS JACK TELLOR (International) LIMITED**

Cause Number: 421/18

**THE INDUSTRIAL COURT OF MAURITIUS**

In the matter of:-

- 1. NAVINDRA DABY**
- 2. SAROJINI SANASSY CANOOR RAMIAH**

Plaintiffs

**VS**

**JACK TELLOR (International) LIMITED**

Defendant

**JUDGMENT**

*Introduction*

After the Plaintiff No. 2 has reached a settlement with the Defendant, the case has been proceeded against the Plaintiff No.1 (hereinafter referred to as “the Plaintiff”). The Plaintiff was in the continuous employment of the Defendant as an unskilled worker since the 3<sup>rd</sup> March 1973. By virtue of a claim backed by the Plaintiff’s testimony in Court, she is claiming from the Defendant, the sum of Rs 921,436.97, representing severance allowance for 531 months of continuous service and refund of annual leave for the year 2017.

*The facts*

The Plaintiff testified that she was employed for 9 hours daily on a 5-day week basis. Her terms and conditions of employment were governed by the Export Enterprises (Remuneration Order) Regulations of 1984, GN 191 of 1984. She was remunerated at the terminal basic monthly rate of Rs 35.46 per hour.

The Plaintiff averred that by way of letter dated the 25<sup>th</sup> May 2017, the Defendant terminated her employment on 26<sup>th</sup> June 2017 on economic ground. She considered the termination of employment to be unjustified on the grounds that Defendant has retained the

services of other workers reckoning lesser years of service at her expense, thus flouting the principle of 'last in, first out'.

She contended that at the time of termination of her employment, she had not been refunded 11 days outstanding annual leave for the year 2017. She is therefore claiming from the Defendant the sum of Rs 921,436.97 representing severance allowance for 531 months continuous service and refund of annual leave.

In the present case, the Defendant has left default despite being personally present at a previous Court sitting.

### *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 in breach of the principle of 'last in, first out'. The version of the Plaintiff has remained credible, unchallenged and unshattered. The Defendant is therefore indebted to the Plaintiff in the sum of Rs 921,436.97 representing severance allowance for 531 months continuous service and refund of annual leave.

### *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 of Rs 921,436.97/- 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, Magistrate

Judgment delivered on: 01<sup>st</sup> April 2025

