

Mrs. Neelam Sahatooah Aubeeluck v Oceamer Ltd

2025 IND 65

Cause Number 86/25

IN THE INDUSTRIAL COURT OF MAURITIUS
(Civil side)

In the matter of:

Mrs. Neelam Sahatooah Aubeeluck

Plaintiff

v.

Oceamer Ltd

Defendant

Judgment

In the present case, Defendant has not only left default on the trial day although it was duly summoned but has also not filed any plea.

The trial has proceeded in its absence and the evidence led by the Plaintiff is to the effect that she was in the continuous employment of Defendant as Sales Executive since 6.2.2023.

She was employed on a 6- day week basis and her terms and conditions of employment were governed by the Distributive Trades (Remuneration) Regulations 2019, GN No.209 of 2019. She was supposed to be remunerated at monthly intervals at the terminal basic rate of Rs 20,000 per month and she last worked on 28.2.2023. She has filed a copy of her contract of employment as per Doc. P1.

On the said 28.2.2023, around 10.00 hours, Defendant's *préposé*, Mr. T.S. Arnachellum verbally terminated her employment by uttering the following words to her: "*baise fesse alé, sorti la*".

She considers that, by its acts and doings, Defendant had terminated her employment on 28.2.2023 without notice and without any justification.

She had worked for 20 days during period 6.2.2023 to 28.2.2023 and Defendant has failed to remunerate her.

Therefore, Plaintiff has claimed from Defendant the sum of Rs. 35,384.62 made up as follows: one month's wages as indemnity in lieu of notice: Rs 20,000.00 and outstanding wages for the period 6.2.2023 to 28.2.2023 (Rs 20,000 x 20/26): Rs 15,384.62. She has also claimed travel expenses in attending Court twice in the sum of Rs 156.

Default judgments are governed by section 16 (1) of the District and Intermediate Courts (Civil Jurisdiction) Act pursuant to section 7(1) of the Industrial Court Act 1973.

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." (the above underlining is mine)

I have given due consideration to all the evidence put forward before me. The sound, straightforward testimony of Plaintiff has remained uncontested and undisputed throughout and is in line with her contract of employment (Doc.P1). Thus, I have no difficulty in finding that the case for the Plaintiff has been proved on a balance of probabilities.

I, accordingly, give judgment in terms of the plaint as per section 16 (1) of the District and Intermediate Courts (Civil Jurisdiction) Act.

I order Defendant to pay to the Plaintiff the sum of Rs. 35,384.62 representing one month's wages as indemnity in lieu of notice: Rs 20,000.00 and outstanding wages for the period 6.2.2023 to 28.2.2023 (Rs 20,000 x 20/26): Rs 15,384.62 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. I also order Defendant to pay to the Plaintiff travel expenses in attending Court in the sum of Rs 156.

S.D. Bonomally (Mrs.) (*Vice President*)

8.09.2025