

**REDUNDANCY BOARD
ORDER**

RB/RN/38/2021

Before:	Bernard C. Marie	- Vice-President
	Suraj Ray	- Member
	Chandrani Devi Gopaul (Ms.)	- Member

In the matter of: -

RB/RN/38/2021	Pravesh Tarachand
	v.
	CEB Facilities Co. Ltd

On the 18th of June 2021, Mr. Pravesh Tarachand hereinafter referred to as the “Applicant”, applied to the Redundancy Board, hereinafter referred to as the “Board”, under Section 72(8) of the Workers’ Rights Act 2019 (as amended), for an order directing CEB Facilities Co. Ltd, hereinafter referred to as the “Respondent” to reinstate him in his previous post or to offer him an equivalent position within the holding company.

Background

On the 18th of June 2021, the Applicant applied to the Board, under Section 72 of the Workers’ Rights Act 2019 (as amended), for an order directing the Respondent to reinstate him in his previous post or offer him an equivalent position within the holding company.

On the 28th June 2021, the parties were convened before the Board. The Applicant was present but not assisted by Counsel. The Respondent was represented by Mr. Tuyau, its legal officer and assisted by Counsel.

The matter was fixed on the 9th of September 2021 for hearing. The Respondent has, in the meantime, filed its 2nd Amended Statement in reply to the Application and same has been communicated to the Applicant.

On the day of hearing, the Applicant was assisted by Counsel. The Respondent was represented by Mr. Tuyau and assisted by Counsel.

The Applicant's Statement of Case

- "1. On 3rd January 2018, Plaintiff was appointed as the General Manager of Central Electricity Board Facilities (CEB Facilities) which is a fully-owned subsidiary of the Central Electricity Board (CEB).*
- 2. Plaintiff avers to be appointed on a permanent basis after a 6 months' probation review.*
- 3. Plaintiff avers that the company was profitable under his management as per the financial statements for the year ended 30th June 2020 inspite of the prevailing pandemic conditions and being a start up. The financial statements were approved by the Board on 2nd December 2020.*
- 4. Plaintiff avers that he has never received any adverse reports for his performance standards from the Board whilst he has received a 100% yearly productivity bonus for each of the 3 years he has worked for CEB Facilities Co Ltd. (Item 14 (performance standards and KPIs) of his employment contract is appended).*
- 5. Plaintiff avers further that on 26th May 2020, the Board approved a 20% salary increase backdated to 1st January 2020 in recognition of his work performance and achievements.*
- 6. Plaintiff avers to being remunerated a monthly remuneration of Rs 160,150.00 as follows: Rs 120,000 (monthly basis salary), Rs 1000 Telephone allowance, allowance in lieu of company car: Rs 8750, Travelling allowance: Rs 10000. The GM also receives a 13th Month salary as prescribed by the law and a 14th Month salary which is a yearly productivity Bonus based on achieving his performance targets and KPIs thus amounting to a total monthly remuneration of Rs 160,150.*
- 7. Plaintiff avers that during a board meeting conducted on 18th February 2021, he was informed abruptly that his service will no longer be required due to a new configuration despite that the communication of his sudden termination did not figure on the board agenda of that particular date.*
- 8. Plaintiff further avers that he received an official termination letter dated 3rd March 2021 informing him that his position has become redundant due to the integration of two of the business units under his purview namely the Tree Lopping and Cleaning business units (representing 70 employees) within the Parent company CEB whilst the remaining business unit, the Call center (representing 50 employees) will remain under CEB Facilities Co Ltd. The termination letter is appended.*

9. *Plaintiff avers that CEB Facilities' Board was wrong in terminating him in such a manner and the procedure of going through a Redundancy Board and seeking its prior approval, which Defendant was bound to follow by law was not abided to as per s 72 (1a) and s72 (7) of the Workers Right Act. Section 71 of the Finance (Miscellaneous Provisions) Act 2020 has brought several amendments to the WRA.*
10. *Section 72(1) of the F(MP)A 2020 amends the WRA as follows:*
 - (i) *in subsection (1), by deleting the words "Subject to section 72A" and replacing them by the words "Subject to subsection (1A) and section 72A";*
 - (ii) *by inserting, after subsection (1), the following new subsection-*
(1A) (a) Subject to paragraph (b), an employer shall, during such period as may be prescribed, not reduce the number of workers in his employment either temporarily or permanently or terminate the employment of any of his workers.....
11. *Exemption from the application of s. 72 to certain enterprises in the services sector: The COVID-19 (Miscellaneous Provisions) Act 2020 brought amendments to the WRA by adding s.72A, which exempts employers who provide services in the sectors specified in the Third Schedule to the Employment Relations Act 2008, from the application of s. 72 of the WRA, as amended by the Eleventh Schedule of the WRA. However, the services provided by CEB Facilities Co Ltd are not mentioned in the Eleventh Schedule of the amended version of the WRA 2019. Therefore, CEB Facilities Co Ltd does not fall under the exemption provided by s. 72A of the WRA. CEB Facilities Co Ltd has failed to go through the Redundancy Board before terminating the Plaintiff.*
12. *The Plaintiff avers that CEB Facilities Co Ltd has additionally breached Part II- S 5(1) (3) and (4) (a) of the WRA which states that no employer shall treat, in a discriminatory manner, any worker who is in his employment... (1) Plaintiff avers that provision was made by the Parent Company to cater for employment for all the employees transferred with the exception of him. Thus CEB has proposed an alternative employment to all transferred employees with the exception of the Plaintiff who was excluded from this measure. (2) CEB Facilities Co Ltd indicated in the termination letter that the position of General Manager will become redundant, yet the General Manager of the Central Electricity Board (CEB) has been deputed to oversee the activities of CEB Facilities Co Ltd. He is presently officially the Officer in Charge of CEB Facilities Co Ltd in addition of his responsibilities as General Manager of CEB. (3) Plaintiff further avers that prior him joining CEB Facilities Co Ltd, the company which had only one business unit at that time, namely the Call Center, was run by a General Manager who resigned in October 2017. Plaintiff thus avers that CEB Facilities' Board acted in a discriminatory manner and acted in bad faith towards him.*
13. *Furthermore Plaintiff avers that the Honorable Minister of Energy and Public Utilities during an interview by Radio Plus on 26th April 2021 asserted that... "*
".....Restructuring of CEB Facilities Co Ltd does not mean loss of employment or years of service. Employees to be re-assured of this...." (Recording to be provided on request)

14. *CEB Facilities Co Ltd has failed to hold any meeting with the plaintiff to negotiate the possibility of avoiding the reduction of workforce. The failure of CEB Facilities to engage in negotiations with the employee constitutes a clear breach of s. 72(1)(c) of the Workers' Rights Act 2019. Consequently, as per s.72(7) of the WRA, the reduction of workforce intended by CEB Facilities Co Ltd is unjustified.*
15. *Plaintiff avers that the financial forecasts for the next three years as presented to the Board during its meeting on 26th May 2020 showed consequential profits for the company. At that time the decision was that for CEB Facilities Co Ltd to provide the services of Call Center, Cleaning, Tree Lopping and Security services to the Central Electricity Board (CEB). Staffs were recruited including massive investments were made with regards to logistics and equipments. Both Boards namely the Parent Company and that of CEB Facilities Co Ltd had prior validated and approved both the strategic and business plans of CEB Facilities. After the change around July 2020 of Board members of both the Parent company and that of CEB Facilities Co Ltd and after new policy directives from the Ministry, it was resolved that the activities that were in progress at CEB Facilities Co Ltd will be halted and instead of developing the services inhouse, they will be outsourced to external contractors. Plaintiff thus avers that he cannot be held accountable for this change in policy decision and be sacrificed in the process.*
16. *Plaintiff also avers that CEB Facilities Co Ltd has breached S 72 (1) (c) (VI) of the Workers Right Act. With regards to reduction of workforce it is a "Requirement for Employer to explore the possibility of avoiding the reduction of workforce or closing down by means of- (vi)...Redeployment of workers where the undertaking forms part of a holding company...". Plaintiff avers that CEB Facilities Co Ltd has not proposed any equivalent position in the Parent company to him as it has been proposed to all the 70 employees of the Tree Lopping and Cleaning services business units.*
17. *Plaintiff also avers that whilst he was informed during Board meeting held on 18th February 2020 that his position was to become redundant, during the same Board, an additional Board Director was nominated including a new Chairman of the Board which according to him is bad faith on the part of the Board.*
18. *Plaintiff further avers that as he is presently of 55 years of age, it will be difficult for him to find a new job. He additionally avers that he has contracted consequential loans to finance the university fees of his three sons and being without a job has worsened his financial condition.*
19. *Amendments made by the Workers Right Act by the Finance (Miscellaneous provisions) Act 2020- Act No 7 2020.S 72 (8).... "Where the employment of a worker is terminated in breach of subsection (1), 1(a), (5) or (6), the worker may apply to the Board for an order directing his employer-*

(a) to reinstate him in his former employment with payment of remuneration from the date of the termination of his employment to the date of his reinstatement... ”

20. *Plaintiff respectfully thus requests the Redundancy Board that his termination be reviewed immediately. He avers to have worked very hard to establish himself in the corporate world and refuses to have his reputation and integrity marred by an unjustified termination.*

In light of the above, and as per s72 of the WRA, Plaintiff considers that the reason for the termination as unjustified as CEB Facilities Co Ltd has breached and/or not followed a majority of the provisions of the Workers Right Act and move that:

- i. He be re-instated to his job or an equivalent position within the Parent Company on no less favourable terms and conditions and that his years of service be maintained.*
- ii. He is paid his monthly remuneration until re-instated*
- iii. Plaintiff further avers that he does not wish to receive severance allowances from the Company and wish to clear his image and re-gain his job.”*

The Respondent’s 2nd Amended Statement of Reply

The Respondent averred in its 2nd Amended Statement of Reply that:

- “1. Defendant admits paragraphs 1 and 2 of Plaintiff’s Statement of Case (hereinafter referred to as ‘SOC’).*
- 2. With regards to paragraph 3 of the SOC, which is denied, Defendant avers that:*
 - (i) the financial statements of the Defendant for the year ending 30 June 2020, which was presented to the Board Meeting of Defendant on 02 December 2020, showed a loss of Rs. 15,018,507/- (A copy of the financial statements of the Defendant for the year ending 30 June 2020 is herewith enclosed and marked as Annex A);*
 - (ii) at the Board Meeting of 02 December 2020 of the Defendant, the disagreement between the Central Electricity Board (‘CEB’), the parent company of the Defendant, and the Defendant on the fees to be charged for Treelopping services was discussed, whereby it was then approved by the Board of the Defendant that a monthly fee of Rs. 2m would be accounted for Treelopping services instead of the previous monthly fees of Rs. 400 000 for Treelopping services. The rationale to change the CEB Rs 2 million instead of the normal market rate Rs 400 000 was to make CEB Facilities profitable to the detriment of the CEB;*
 - (iii) it was only on 13 January 2021 upon the approval via a circulation that the financial statements of the Defendant for the year ended 30 June 2020 showed the profit of the Defendant amounting to RS. 3,796/-.*

3. *Defendant makes no admission on the averments set out at paragraph 4 of Plaintiff's SOC and reiterates paragraph 2 above.*
4. *In reply to paragraph 5 of Plaintiff's SOC, Defendant avers that the said increase in salary was not as a result of recognition of his work performance and achievements. The Defendant avers that the said increase was approved after a personal request from Plaintiff to the Board of the CEB Facilities and not for good performance. Defendant reiterates paragraph 2 (iii) above of the Statement of Reply (hereinafter referred to as 'SOR')*
5. *Defendant admits paragraph 6 of Plaintiff's SOC.*
6. *Defendant denies paragraph 7 of Plaintiff's SOC and avers that the decision to terminate the services of Plaintiff's within the Defendant was a result of:*
 - (i) *a restructuring exercise which occurred within the CEB, the parent company of the Defendant and sole shareholder, including a possible 'laying off' of the services of Plaintiff as General Manager of the Defendant due to the post being made redundant; and*
 - (ii) *that by virtue of the said restructuring exercise, there is no equivalent position within the CEB which could be attributed to the Plaintiff. The Plaintiff was aware of the said restructuring and the possibility that the position of GM of CEB Facilities would become redundant prior to the board meeting of 18th February 2021.*
7. *Defendant takes note of paragraph 8 of Plaintiff's SOC and avers that there is no termination letter appended to Plaintiff's SOC. Defendant reiterates paragraph 6 above of the Statement of Reply (hereinafter referred to as 'SOR').*
8. *Defendant denies paragraphs 9 and 10 Plaintiff's SOC and avers that Section 72 of the Workers' Rights Act 2019 does not apply to the Plaintiff inasmuch as:*
 - (i) *there was no reduction of work force or closing down of the Defendant;*
 - (ii) *there was in fact a restructuring exercise within the CEB, the parent company and the sole shareholder units of the Defendant, whereby the work force comprising of two of the business units of the Defendant, namely the Tree Lopping and Cleaning business units were integrated within the CEB;*
 - (iii) *Defendant verily believes that the restructuring exercise as more fully set out in paragraph 8(ii) of the Statement of Reply of the Defendant does not require any notification to the Redundancy Board such that Section 72 and section 72A of the Workers' Rights Act 2019, section 71 of the Finance (Miscellaneous Provisions) Act 2020 as well as the COVID-19 (Miscellaneous Provisions) Act 2020 are not applicable in the given circumstances.*
9. *Defendant takes note of paragraph 11 of Plaintiff's SOC.*
10. *Save and except that prior to Plaintiff joining the Defendant, the Call Centre of the Defendant was run by a General Manager who resigned in October 2017, Defendant*

otherwise denies paragraph 12 of Plaintiff's SOC in its form and tenor. Defendant avers that the post of a General Manager within the Defendant is in fact made redundant by the restructuring exercise of the work force of the Defendant within the CEB and that by virtue of such restructuring exercise, there is no equivalent position within the CEB which could be attributed to the Plaintiff. Defendant reiterates that Plaintiff was, albeit unofficially, privy to information on such possible restructuring exercise and lack of equivalent position for the Plaintiff within the CEB.

- 11. Defendant takes note of the averments set out at paragraph 13 of Plaintiff's SOC and avers that Defendant did comply and abide by the assertions of the Honorable Minister of Energy and Public utilities in as much as there was no loss of employment or years of service by the restructuring of the Defendant within the CEB.*
- 12. Defendant denies paragraph 14 of Plaintiff's SOC and reiterates paragraph 8 above of the SOR.*
- 13. Defendant takes note of paragraph 15 of Plaintiff's SOC, without making admission thereto and avers that:*
 - (i) the restructuring exercise of the Defendant did not occur as a result or consequence of the financial forecasts for the next three years of the Defendant; and*
 - (ii) the validation and approval of the strategic and business plans of the Defendant both by the Board of the Defendant and the Board of CEB neither confers any rights upon the Plaintiffs nor prevents a restructuring of the Defendant, which Plaintiff correctly identifies as being a result of new policy directives from the Ministry of Energy and Public Utilities.*
- 14. Defendant denies paragraph 16 of Plaintiff's SOC and Defendant reiterates:*
 - (i) Paragraph 8 including its subparagraphs of the SOR; and*
 - (ii) that the post of a General Manager within the Defendant is in fact made redundant by restructuring exercise of work force of the Defendant within the CEB and that by virtue of such restructuring exercise, there is no equivalent position within the CEB which could be attributed to the Plaintiff.*
- 15. In reply to paragraph 17, the Defendant avers that new chairman was appointed on the board of CEB Facilities to redress the precarious financial situation prevailing within CEB Facilities ltd. The new Chairman was appointed following a ministerial decision.*
- 16. Defendant is not aware of the averments set out in paragraph 18 of Plaintiff's SOC, therefore denies same and puts Plaintiffs to the proof thereof.*
- 17. Defendant denies paragraph 19 of Plaintiff's SOC and reiterates paragraph 8 including its subparagraphs of the SOR.*

18. *Defendant denies paragraphs 20 of Plaintiff's SOC, avers that it verily believes the Redundancy Board has no jurisdiction to determine the present matter and reiterates paragraphs 8, 9, 12 and 13 of the SOR.*
19. *In reply to the conclusion paragraph, including the sub-paragraphs of Plaintiff's SOC, which are denied, Defendant reiterates as well as paragraphs 8,9,12 and 13 of the SOR and moves that the present case be set aside."*

Evidence on behalf of the Applicant:

The Applicant deponed as follows: -

He identified and produced the following documents:

- A. Detailed Performance Bonuses
- B. Extract of Board Meeting dated 26.05.2020
- C. Confirmation of 116 workers' employment

He was employed as General Manager by the Respondent since 3rd of January 2018 and his employment had been terminated abruptly on the 5th of March 2021 via communication of a letter dated 3rd of March 2021. He claimed that there had neither been any negotiation nor any exploration into the possibility of avoiding termination of his employment. He further averred that according to the National Audit Office the Respondent was profitable as at end of June 2020 and for three consecutive years he was paid performance bonus based on the KPI. He stated that he was made aware through the media that there was going to be a restructuration of the Respondent. He averred that 59 out of 116 workers were redeployed at Central Electricity Board ('CEB') and the post of General Manager of the Respondent was made redundant during the prescribed period. He even added that out of the 59 workers, he was the only one who was not redeployed at CEB. He also stated that it was not proper, as part of the restructuring exercise, to depute an officer-in-charge from the CEB instead of the General Manager to supervise 56 workers of the Respondent. He was adamant that he could have been offered an alternative employment on terms no less favourable than the post of General Manager and that his previous post should not have been abolished and his employment not terminated.

Mr. Loganaden Pillay, retired, formerly in the educational sector and former Chairperson of the Respondent deponed to the effect that the Applicant's performance was very good, hence the reason of an increase in his salary on the 26th of May 2020. He stated that the post of General Manager has not been made redundant and the general manager of the CEB is doing the job at the moment. The witness further said that there are equivalent positions at CEB or at the Respondent where the Applicant could have been redeployed. He was not cross-examined.

Evidence on behalf of the Respondent:

Mr. Julien Tuyau, legal officer, deponed as follows: -

He identified and produced the following documents:

- D. Financial Statement of CEB Facilities Co. Ltd for the year ended 30. 06.2020
- E. Confirmation of 116 workers' employment at CEB facilities Co. Ltd dated 10.08.21
- F. Review of salary of General Manager
- G. Detailed Performance Bonuses
- H. KPI for General Manager and Key assignments

The witness explained that the Respondent is a subsidiary of CEB and that without financial support from the latter, the Respondent would not be profitable. The contract for tree lopping is well above the market price. The monthly cost for tree lopping had been increased from Rs. 400,000 to Rs. 2 million but it had been rectified now and the department for tree lopping has been integrated into CEB. It is unconceivable that the Respondent has only 2 clients after 3 years. CEB had to take over two third of the Respondent's business because it was not profitable. It had been decided to compress the workforce and the post of General Manager which had no useful purpose, had been made redundant. He further stated that the duties of General Manager of the Respondent have been split into two. The GM of CEB for signatory purposes and the head of operation is involved in the day to day business. In cross-examination, he agreed that he is not an expert in finance but maintained that the Respondent had made a profit of only Rs. 3797/- with a portfolio of only 2 clients. He agreed that neither notification to the Board nor negotiation had been done prior to making the post redundant on the 3rd of March 2021.

Submissions

Counsel appearing on behalf of the Respondent filed a written submission on the 16th of September 2021. On the 7th of October 2021, Counsel submitted that as regards notification to the Board, there was no redundancy of workforce or closing down of enterprise since all workers of the Respondent had been redeployed to CEB with the exception of the Applicant.

However, she conceded at paragraph 37 of her written submission and she reiterated before the Board that Section 72(1A)(a) of the Workers' Rights Act 2019 had not been complied with and added that: *"there are two alternatives that the Redundancy Board can consider as regards to the failure to notify the Redundancy Board as regards to the termination of Mr Tarachand, either a reinstatement or the payment of severance allowance. This is also provided for in Section 72(8)(b) of the Workers' Rights Act 2019. CEB Facilities Co Ltd submit that it is the prerogative of the Redundancy Board to make an order as regard to the failure of CEB Facilities CO Ltd, failure to notify the Redundancy Board as regards to the termination of Mr Pravesh Tarachand"*.

Counsel appearing on behalf of the Respondent further submitted that the post of General Manager having been made redundant, it would not be possible to reinstate the Applicant in his previous post and latter could not be redeployed to CEB since there is no equivalent position on terms no less favourable to offer the Applicant.

Counsel appearing on behalf of the Applicant after a complete *tour d’horizon* of all the breaches under Section 72 of the Workers’ Rights Act 2019 finally concluded that there has been a breach of Section 72(1A).

Counsel further stressed that the Applicant is praying to the Board that *“he be reinstated to his former position at the CEB Facilities or any other equivalent position that he held within the said company or the parent company on no less favourable terms and conditions and that his years of service be maintained. That the employee be remunerated until he is reinstated and that the employee be remunerated for the loss of earnings he has suffered since the termination of his employment. The employee further avers that he does not wish to receive severance allowance and this is pursuant to Section 72, subsection (8) of the Workers’ Rights Act.”*

Counsel further submitted that the termination of the Applicant’s employment fell squarely within the prescribed period.

At this stage of conducting an assessment of this case, the Board is compelled to address an important issue.

An Applicant must bear in mind that the Board is not mandated and consequently has no duty to come to the rescue of an Applicant who has not identified the particular breach he or she is complaining of.

The rationale in the matter of **Nadeene Bissoondyal and Best Graphics Ltd (RB/RN/173/200)** deserves special attention here, where the Board held that: *“This multi-faceted approach based on various grounds cannot be considered to be legally sustainable. It is not for the Board to surmise the basis upon which the application is grounded. An Applicant must put down the gist of what he or she is complaining about. The Board cannot infer from the facts or documents what the applicant considers to be in breach of his or her rights. An Applicant should identify the particular breach he or she is complaining of. It is not for the Board to guess what an Applicant objects to or make up the complaint for him or her.”*

ANALYSIS

The Redundancy Board is established with restricted jurisdiction and the purpose of which is detailed in **Section 73 of the Workers’ Rights Act 2019(as amended)** where it is stated that:

“There shall be a Redundancy Board which shall deal with all cases of reduction of workforce and closure of enterprises for economic, financial, structural, technological or any other similar reasons.”

Section 72(1A) (a) of the Workers’ Rights Act 2019 (as amended) provides as follows:

“Subject to paragraph (b), an employer shall, during such period as may be prescribed, not reduce the number of workers in his employment either temporarily or permanently or terminate the employment of any of his workers.”

The prescribed period as provided in **the Workers’ Rights (Prescribed Period) (Amendment) Regulations 2021** which has now been extended to 31st of December 2021 (**Government Notice 126 of 2021**) covers the period starting from 1st of June 2020 and ending on 30th of June 2021.

And a breach of **Section 72(1A) of the Workers’ Rights Ac 2019 (as amended)** by an employer, enables a worker to seize the Board for redress under **Section 72(8)** of the said Act which provides that:

“Where the employment of a worker is terminated in breach of subsection (1), (1A), (5) or (6), the worker may apply to the Board for an order directing his employer – (a) to reinstate him in his former employment with payment of remuneration from the date of the termination of his employment to the date of his reinstatement; or (b) to pay him severance allowance at the rate specified in section 70(1), and the Board may make such order as provided for in subsection (10) or (11).”

The Board notes, that the letter of termination dated 3rd of March 2021 was sent by the Respondent to the Applicant and the termination fell squarely within the prescribed period, hence, contrary to **Section 72(1A)(a) of the Workers’ Rights Ac 2019 (as amended)**.

Moreover, the Board notes that Counsel appearing for the Respondent has been humble enough to concede that the termination was in breach of Section 72(1A) of the Act.

Counsel appearing for the Respondent further submitted that *“there are two alternatives that the Redundancy Board can consider as regards to the failure to notify the Redundancy Board as regards to the termination of Mr Tarachand, either a reinstatement or the payment of severance allowance”*,

The Board reads that the orders provided for under Subsections (10) and (11) of the Workers’ Rights Act 2019 are:

(10) Where the Board finds that the reasons for the reduction of the workforce or the closing down are unjustified, the Board shall, subject to subsection (11), order the employer to pay to the worker severance allowance at the rate specified in section 70(1).

(11) Where the Board finds that the reasons for the reduction of the workforce are unjustified, the Board may, with the consent of the worker, order the employer to reinstate the worker in his former employment with payment of remuneration from the date of termination of his employment to the date of his reinstatement.

The Board therefore concludes that when the reduction of workforce occurred during the prescribed period, no alternatives are opened to the Board, if at the very outset, the Applicant (a) has elected in his application to apply for reinstatement and (b) has made it clear in no uncertain terms, in his prayer, found at the last paragraph of his Statement of Case that *“he does not wish to receive severance allowances from the Company.....”*. Consequently, if the Applicant has opted for reinstatement as a

form of redress in his application, once the reduction of workforce is proved unjustified, the Board can only order accordingly.

Conclusion

Hence, in light of the above observations, the Board finds that an order directing the Respondent to reinstate the Applicant in his former employment with payment of remuneration from the date of termination of his employment to the date of his reinstatement is most warranted inasmuch as it has been established on balance of probabilities that the Respondent had, through a letter dated 3rd March 2021, acted in breach Section 72(1A) of the Workers' Rights Act 2019 (as amended) by terminating the Applicant's employment during the prescribed period. The termination of the Applicant's employment is therefore unjustified. The Board orders accordingly.

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Bernard C. MARIE
(Vice-President)

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Mr Suraj Ray
(Member)

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Ms. Chandrani Devi Gopaul
(Member)

22nd October 2021