

REDUNDANCY BOARD

RB/RN/07/2026

ORDER

Before:	Foad F. Nooraully	-	President
	Saveetah Deerpaul (Ms.)	-	Member
	M. Yasheen Aubdool	-	Member
	N. Narvadhya Veeramootoo (Mrs.) (Dr.)	-	Member
	L. M. Desiré Antonio	-	Member

Mauritius Multisports Infrastructure Ltd.

Applicant [Employer]

And

Mr. Nundraj Goindo

Respondent [Employee]

On 4 February 2026, the Applicant, Mauritius Multisports Infrastructure Ltd (MMIL) (the Employer) notified the Board of its intention to declare the Respondent, Mr. Nundraj Goindo (the Employee), a part-time football coach, redundant. MMIL is a private company, registered on 21 November 2011, with the Government of Mauritius as its principal shareholder. Its activities are financed exclusively by a yearly grant of Rs. 25 million from the Ministry of Youth and Sports. According to the Applicant, the redundancy was the consequence of the decision of the Ministry of Youth and Sports not to renew an Agreement with the Liverpool Football Club and Athletic Grounds Ltd on 31 May 2025. This agreement was behind the creation of the Liverpool International Football Academy Soccer School Programme (LFC) in Mauritius. The LFC was replaced by a new structure known as Centre National d'Excellence de Football (CNEF).

It is not disputed that the newly created CNEF had new objectives and operated on a different model altogether. This had resulted in a reduction of the number of trainees from 300 to 65. Following this change of strategy, orientation and intakes, only 6 Football coaches were required instead of the 21 which was the original number of coaches needed to train 300 trainees.

Miss N. Behary Paray, of Counsel, appeared for the Employer and was assisted by Mr. H. Wei Chan. Mr. N. Goindo conducted his own case. Mindful of the fact that the Employee was unrepresented, the Board explained to him the procedural steps for the hearing of the case. It is undisputed that even unrepresented parties are subject to rules and, whilst the Board could

exercise discretion on procedural errors, it could not routinely bypass procedural rules altogether.

The approach adopted by the Board has been stated in ***Harel Mallac Technologies Ltd and Mr. Chowrimootoo Owen Nathaniel and ors RB/RN/32/2024***. In cases of redundancy, “the Board is limited to look into consideration of good and acceptable causes for redundancy or closure and conclude whether the reasons advanced are justified.” In the event that the Board found that the reasons advanced by the Employer were unjustified, the Board would pursuant to section 72(5) of the *Workers’ Rights Act (WRA)* “make an order for the employer not to reduce his workforce or close down his enterprise.” On the other hand, section 72(10A) of the WRA provides that “Where the Board finds that the termination of employment is justified, it shall make an order accordingly.” Thus, the first issue to be determined by the Board was whether the reduction of workforce was justified. Secondly, in case of a finding that the decision for redundancy was grounded, whether the decision to make Mr. N. Goindo redundant was warranted.

Was the reduction of workforce justified?

In support of its Statement of case, the Applicant called Mrs. Pooja Ramsewok, Administrative Manager to explain the events which led to the reorganisation of the LFC into CNEF. She deposed in a straightforward manner. She confirmed that on 20 February 2025 the Ministry of Youth and Sports issued a letter to the Applicant stating that the existing contract with LFC would not be extended at its expiry date on 31 May 2025. As a result the LFC was replaced by the CNEF with new objectives and a reduced budget. The change in strategy and direction for the CNEF meant that only 65 players out of the existing 300 players trained by the LFC were to be retained going forward. Thus, the number of coaches required to train them was reduced from 21 to 6.

Cross-examined by the Employee she maintained that all procedures had been followed by the Employer regarding the selection of coaches who were to be made redundant as a result of the new policy in place and a proper consultation carried out regarding the Employee. She confirmed that whilst the Minister of Youth and Sports mentioned in a press conference that football coaches would not lose their jobs due to the change in strategy, the Applicant, was the legal employer of the Respondent and not the Ministry of Youth and Sports. She also made it clear that the Applicant was not at liberty to decide on its financing:-

“Nou pa ène company qui faire profit, donc, nou dépanne lor grant du Ministère. Dan le grant du ministère, Liverpool Academy, li ti pé fonctionne lor Rs 25 million par l’année pou l’operation et le gouvernement inn decide pou cut the budget et pou donne uniquement Rs 20 million pou faire sept centres d’excellence, ça veut dire including football, six other centre d’excellence aparte football...”

The Board is satisfied that the change in policy on football training was not unlawful. The Board considers that it is not within its mandate to probe into the reasons why the Ministry of Youth and Sports decided to change its policy regarding training and coaching of footballers. The Board is of the view that national sports policy matters are best left to those lawfully entitled to set them.

The Board accepts that following the change in policy at the MMIL, redundancy of coaches not required in the new set up and under the new budget was inevitable and therefore justified. The Board's approach is explained in **Précis Dalloz, Droit du Travail, 26e edition, Jean Pélissier, Gilles Auzero, Emmanuel Dockès, Note 458,p. 495 :**

“ ... le licenciement doit résulter d'une suppression ou transformation d'emploi ou d'une modification, refusée par le salarié, du contrat de travail, elles-mêmes consécutives notamment à des difficultés économiques ou à des mutations technologiques, ce à quoi ont été ajouté par la jurisprudence la réorganisation de l'entreprise nécessaire à la sauvegarde de sa compétitivité et la cessation d'activité...

Les éléments matériels entraînant le licenciement trouvent leur cause dans la situation économique ou l'évolution de l'activité de l'entreprise.

(emphasis & underlining added)

Was the redundancy of the Applicant fair and justified?

Having found that the redundancy resulted from the inevitable evolution of the activities of the Employer through the creation of the CNEF, the Board needed to assess whether the redundancy of Mr. N. Goindo was necessary and objectively fair. More specifically, the Board needed to be comforted that the decision to make him redundant was not directed at him personally but rather the consequence of a rational and appropriate selection process. As stated in **Concorde Tourist Guide Agency Ltd v TCSB & Ors 1985 MR 70**, “It results, however, from the decision of this Court in the cases of *la Bonne Chute Ltd v TCSB* [1979 MR 172] and *Madeleine Clothing Co Ltd v TCSB* [1981 MR 284] that the Board, although finding a reduction of workforce by a certain number to be justified, is still entitled to be considered whether the decision by the employer to dismiss a particular worker (s) within that number is the correct one.”

Called out of turn, Mr. Yvan Danielou, Head of the Centre National de Football, detailed the consequences of the changes from LFC to CNEF:

“ Ces deux programmes, diamétralement différents et opposés, la Liverpool Academy était sur le football de masse, le quantitatif, alors que le Centre National d'Excellence comme son nom l'indique est sur l'élite et l'excellence. Donc, du coup on a fait une évaluation des joueurs dans un premier temps, de tous les joueurs sur ce critère technique et physique, après on a additionné tous ces résultats, on les a divisés par le nombre de joueurs pour avoir un niveau moyen. Et le joueur qui dépassait le niveau moyen a été retenu, ceux qui étaient en dessous du niveau moyen étaient non-retenus. Suite à ça, on est arrivé à un constat de 60 joueurs...

Et pour les 21 entraineurs, il y avait aussi une évaluation qui a été faite sur des mises en situation pédagogiques par rapport à des thèmes, il y a d'autres objectifs bien précis pour les entraineurs qui ont été mis en situation pour savoir, pour connaître, pour voir leur niveau d'expérience par rapport à ce qu'on voulait mettre en place. En sachant que notre programme est totalement différent du précédent, le précédent était l'accompagnement,

et nous, on est sur le développement des joueurs. Donc, ces deux programmes étaient diamétralement opposés.”

(Underlining is ours)

Mr. Y. Danielou explained that when he joined the Applicant's employment he was tasked to determine which 6 coaches would be retained among the 21 coaches employed under the LFC. An assessment was put in place and its objective was to determine the 6 best candidates who performed up to the mark in the newly set up CNEF. This exercise resulted in the earmarking of 6 coaches which did not include the Respondent. All the remaining 15 were to be made redundant as a result of exercise and not just the Applicant.

Mr. Y. Danielou produced his assessment report on the Respondent. On the assessment he personally carried out on the Employee, he said:-

“ Par rapport à l'évaluation qui a été faite, je pense que c'est dans le rapport d'ailleurs, il y a une évaluation, un rapport qui a été fait. Mons. Goindo, par rapport à son évaluation a raté sa mise en action pédagogique, ses procédés d'entraînement, ses procédés pédagogiques ne convenaient pas aux attentes et par rapport aux besoins que je viens de vous expliquer. Et d'ailleurs en conclusion, j'émets qu'une formation est conseillée pour lui, pour qu'il puisse, demain ou après-demain, faire acte de candidature s'il le fallait.”

Under cross-examination, Mr. Y. Danielou maintained his findings in a calm and composed manner. He remained unshaken in his version of events and maintained that the 6 selected coaches were better than the remaining 15 whose contracts were to be terminated. It seems clear to the Board that the decision to keep the six coaches selected after the assessment was based on an objective assessment and not a predetermined exercise. Respondent was unable to elicit from the witness that the selection exercise which led to identify the six best candidates was flawed and that, instead, he should have been amongst the best six. The Respondent failed to demonstrate to the Board that he had been deliberately targeted in the assessment exercise. In addition, in his testimony, the Respondent was unable to demonstrate to the Board that his employment was governed by Pay Research Bureau scales (PRB). True it is, the Applicant may be a State-Owned Enterprise but it is in law a private company governed by the Companies Act. Furthermore, there was nothing in the contract of the employment of the Respondent subjecting his salary to PRB. Therefore, this contention of the employee is purely and simply rejected by the Board for lack of evidence.

The consultation process

Section 72(1) imposes a duty on an employer who intends to reduce its workforce to notify and negotiate with the worker and to explore the possibilities of avoiding the redundancy. It is not disputed that the Employer held a first meeting with all impacted coaches on 30 October 2025 following which 14 out of the 15 coaches concerned negotiated and signed Compromise Agreements to settle their respective cases. The Board accepts that given that the coaching staff held qualifications exclusively related to football it was not possible to provide them with alternative positions in the seven new sports academies that were being created for different sports disciplines.

A further meeting was held on 30 December 2025 with the Respondent and an offer was made to him. Mr. Goindo was to revert with a counter-offer within a deadline set by him. Unfortunately, as explained by Witness Mrs. P. Ramsewok, he did not show any genuine interest to revert back by his own deadline and did not respond to four separate follow-up communications. In **Mauritius Mental Health Association RB/RN/14/2023**, the Board held that:-

“An employer cannot be expected to chase and beg an employee day and night to enter into negotiation regarding redundancy. As much as it is the duty of an employer to negotiate, his task is hampered if an employee shows no willingness to discuss... It was essential for the Employee to demonstrate a genuine interest to negotiate.”

Mr. Goindo lamentably failed to show that he was interested in negotiating with his employer like 14 of his colleagues. Cross-examined by Counsel for the Applicant, he demonstrated a “catch me if you can” attitude during the consultation process as can be exemplified by the following exchange:-

Mr N Goindo : Ou pou ré dire moi qui mo ena accès dan mail mo pou ré dire ou ene zaffaire : Mo pena létan même pou lire ça mail la ça l’heure là.

Ms N Behary Paray: Enn ou perna le temps.

Mr N Goindo : Mo lors gros pression voyage.

Ms N Behary Paray: Quand ou ine retourner?

Mr N Goindo : Mo pas ena date-là en tête mais mo conner quand mo ine retourner mo ti bien malade.

Ms N Behary Paray : Non, mo ine pause ou question qui date ou ine retourner.

Mr N Goindo : Mo bisin verifier.

Ms N Behary Paray : Ou ine retourner avant le 04 février ?

Mr N Goindo : Oui, en janvier même mo ti fini retourner mais seulement mo ti extrêmement malade. Mo ti ena ene problème d’étouffement suite à la fumée là bas.

Ms N Behary Paray : Ok. Donc, entre le 14 janvier ec le 04 février à aucaine moment ou pas ine prend contact avec Mme. Ramsewok pour dire li ou conner mo pe car même faire ene counter offer à zot de considérer. Ou pas ine faire li ?

Mr N Goindo : Mo pas ti dans l’état.

Ms N Behary Paray : Zordi nous le 14 avril. Ou ti encore malade jusqu’à le 14 avril ?

Mr N Goindo : Ti fini avoye mw ene Redundancy Board so document, ti pe procède avec ça pou alle lor Redundancy mais mo ine considérer qui zot ine fini mette li là bas. Qui mo capave faire ?

Respondent clearly failed to convince the Board when he explained why it was not possible for him to make a counter-offer to the Applicant within a reasonable time, although he knew officially since 30 October 2025 that a reduced number of coaches would be required in the newly set up CNEF and that he had not been selected to be amongst the six to be retained. It was held in **Nayandoa v J Kalachand & Co Ltd 1996 SCJ 35** and quoted in approval in **Hip Kam Hip San Fah and Sumida Ltd RB/RN/20/2021**, “la rupture par le salarié en cours de pourparlers lui en laisse la responsabilité.” In the present case, the Employee did not make

any effort to reach a settlement with his employer. Therefore, Mr. Goindo had to bear the consequence of the consultation process being inconclusive.

Conclusion

The Board finds that the redundancy is warranted in the light of the structural and operational changes brought by the termination of the agreement between the Applicant and the Liverpool Football Club and Athletic Ground Ltd and the creation of the CNEF. It was a policy decision with new objectives and a reduced budget from the Ministry of Youth and Sports. In addition, the Board has not been convinced that the Respondent had been unfairly singled out in as much as the selection process was based on an objective assessment carried out by Mr. Y. Danielou - a process which was applied to all coaches. Thereafter the consultation process which pre-dated notification to the Redundancy Board was fair and transparent, Mr. N. Goindo having himself to blame for not responding to numerous requests from his employer to submit a counter-offer.

The Board considers that the reasons put forward by the Employer for the termination of the employment of Mr. N. Goindo are justified. Pursuant to section 72(11) of the WRA Mr. N. Goindo is to be paid 30 days' wages as indemnity in lieu of notice.

The Board orders accordingly.

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Date: 03 June 2026