

REDUNDANCY BOARD

ORDER

Before:	Rashid Hossen	- President
	Christ Paddia	- Member
	Yashwinee Chooraman (Ms.)	- Member
	Saveetah Deerpaul (Ms.)	- Member
	Suraj Ray	- Member
	Feroz Acharauz	- Member

Consolidated: Application for Severance Allowance – In the Matter of:

1	MR	CHRISTIAN ARLANDOO	RB/RN/	17	/2022
2	MR	LOUIS PHEBUS ARLANDA	RB/RN/	18	/2022
3	MR	RAMESH BHOOALEEA	RB/RN/	19	/2022
4	MRS	LUXUMI BOOJEDHUR	RB/RN/	20	/2022
5	MR	LUTCHUMAN BISSESSUR	RB/RN/	21	/2022
6	MR	DOMINIQUE RICHARD BAYJOO	RB/RN/	22	/2022
7	MR	BEEDIANAND BISSESSUR	RB/RN/	23	/2022
8	MR	LOUIS MARIE JULES COMOLE	RB/RN/	24	/2022
9	MR	JOSEPH CLAREL COLET	RB/RN/	25	/2022
10	MR	BABOORAM DABY	RB/RN/	26	/2022
11	MR	JOSEPH CLENCY CLAUDIO DESCHAMPS	RB/RN/	27	/2022

12	MR	LOUIS JEANMICK FRANÇOIS	RB/RN/	28	/2022
13	MR	JAYRAJ GUNNUCK	RB/RN/	29	/2022
14	MR	VIKASH KURMUDHARRY	RB/RN/	30	/2022
15	MR	KRISCHAND RAMAH NAIK	RB/RN/	31	/2022
16	MR	JEAN MICHEL ELÉPHANT	RB/RN/	32	/2022
17	MR	JEAN ELTON	RB/RN/	33	/2022
18	MR	VIJAY KUMAR GHUNSAM	RB/RN/	34	/2022
19	MR	IRAN FURZUN	RB/RN/	35	/2022
20	MR	LAVAL JEAN PAUL SAINT FLOUR	RB/RN/	36	/2022
21	MR	SON KOOBARAWA	RB/RN/	37	/2022
22	MR	JÉRÔME LUDOVIC ARLANDA	RB/RN/	38	/2022
23	MRS	MARIE LUCETTE SHIRLEY FELIX	RB/RN/	39	/2022
24	MR	VENCATAN LUTCHEEGADOO	RB/RN/	40	/2022
25	MR	SARDHANAND LOLLBEEHARRY	RB/RN/	41	/2022
26	MR	LECKRAJ MUTHOOR	RB/RN/	42	/2022
27	MR	RANJEET MUNGALIA	RB/RN/	43	/2022
28	MR	MAMODE RAFOURE FERZAL MONODEE	RB/RN/	44	/2022
29	MR	VISHAL PANNOO	RB/RN/	45	/2022
30	MR	NOORALLY RUSHMALLY	RB/RN/	46	/2022
31	MR	SOMDUTH RAMKISSOONA	RB/RN/	47	/2022
32	MR	JEETUNDRA B. RAJODU	RB/RN/	48	/2022
33	MR	BISSOONDUTH RAMGOOLAM	RB/RN/	49	/2022
34	MR	BISSOON RAMDHANY	RB/RN/	50	/2022
35	MR	JEAN PIERRE ROBERT RADEGONDE	RB/RN/	51	/2022
36	MR	MOHAMMAD REZA RUSTOM	RB/RN/	52	/2022
37	MR	RAJ SOOBDHAN	RB/RN/	53	/2022
38	MR	NARAINDEO SEEBORUTH	RB/RN/	54	/2022
39	MR	NABEE TINCAURI	RB/RN/	55	/2022
40	MR	JEAN CLIFE CLAUDIO VARLET	RB/RN/	56	/2022
41	MR	LOUIS STANLEY ALBERT	RB/RN/	62	/2022
42	MR	KAMLESH ALHODUR	RB/RN/	63	/2022
43	MRS	SANTEE ALHODUR	RB/RN/	64	/2022
44	MR	TOOLSEE KOOMAR ALHODUR	RB/RN/	65	/2022
45	MR	LOUIS ANTHONY ANDRÉ	RB/RN/	66	/2022
46	MR	JACQUES CLAUDE CLIFFORD ANODIN	RB/RN/	67	/2022
47	MR	ASHVIN BABOULLAH	RB/RN/	68	/2022
48	MR	RAJESH BOYJONAUTH	RB/RN/	69	/2022
49	MR	BHYE NAUSHAD ALLY BHUGUN	RB/RN/	70	/2022

50	MR	SATCHEEDANAND CHAND	RB/RN/	71	/2022
51	MR	JACQUES LOUIS JUNIOR CYTHÉRIE	RB/RN/	72	/2022
52	MR	RAMRAJ DOOKHUN	RB/RN/	73	/2022
53	MR	VIKRAM ETWAREE	RB/RN/	74	/2022
54	MR	AHMED ALI EMAMDEE	RB/RN/	75	/2022
55	MR	JEAN PIERRE FANNY	RB/RN/	76	/2022
56	MR	STEEVE FLORIMOND	RB/RN/	77	/2022
57	MR	EDDY MICHEL FOLETTE	RB/RN/	78	/2022
58	MR	PREMDUTH GOPAL	RB/RN/	79	/2022
59	MR	GHYANESWAR GOPAUL	RB/RN/	80	/2022
60	MR	LOUIS TOUSSAINT ISABELLE	RB/RN/	81	/2022
61	MR	JEAN DOMINIQUE ISABELLE	RB/RN/	82	/2022
62	MR	SHYAM JADOO	RB/RN/	83	/2022
63	MR	JEAN MICHAËL JEAN	RB/RN/	84	/2022
64	MR	RIAZ HUSSEIN JEETUN	RB/RN/	85	/2022
65	MR	JOSEPH CHRISTIAN JOLICOEUR	RB/RN/	86	/2022
66	MR	SATYAN KALUTAY	RB/RN/	87	/2022
67	MR	LOUIS ALEXIE LATULIPPE	RB/RN/	88	/2022
68	MR	LOUIS GAETAN LAROSE	RB/RN/	89	/2022
69	MR	LOUIS MICHAËL LAMARRE	RB/RN/	90	/2022
70	MR	LOUIS SÉBASTIEN LUDOVIC MALABAR	RB/RN/	91	/2022
71	MR	PRAKASH MUDUN	RB/RN/	92	/2022
72	MR	SADA MOOTHEN	RB/RN/	93	/2022
73	MR	GINO VIVIAN MARIE	RB/RN/	94	/2022
74	MR	JOE STEPHEN CHRISTOPHE OMPHAL	RB/RN/	95	/2022
75	MR	JOSEPH CHRISTIAN PERRINE	RB/RN/	96	/2022
76	MR	JEAN NOËL POTIRON	RB/RN/	97	/2022
77	MR	MAURICE JAMES FRANÇOIS POMPEÏA	RB/RN/	98	/2022
78	MR	GÉRARD ELVIS PIERRE	RB/RN/	99	/2022
79	MR	ROUPESH RAMCHARUN	RB/RN/	100	/2022
80	MR	SAMY RAMIAH	RB/RN/	101	/2022
81	MR	AMARR RAMNAUTH	RB/RN/	102	/2022
82	MRS	MARIELUCE NATACHA CYNDIE RAMSAY	RB/RN/	103	/2022
83	MR	NEMCHAND BALRAMSING RAMUN	RB/RN/	104	/2022
84	MR	DHARAMRAJ RAMROOCK	RB/RN/	105	/2022
85	MR	JEAN JOHNNY ROUSSETY	RB/RN/	106	/2022
86	MR	LOUIS SYLVAIN SARAH	RB/RN/	107	/2022
87	MR	MAHMAD HUSSAIN FEROZ SHUMSHOODEEN	RB/RN/	108	/2022

88	MR	GOKHOO SOOBDHAN	RB/RN/	109	/2022
89	MR	YVES GÉRARD LAVAL THOMAS	RB/RN/	110	/2022
90	MR	JACQUES DESIRÉ LAVAL VARLET	RB/RN/	111	/2022
91	MR	RATNAJEE ABBA	RB/RN/	112	/2022
92	MR	LOUIS FABRICE VINCENT ADELSON	RB/RN/	113	/2022
93	MR	RAKESH AUGHNOO	RB/RN/	114	/2022
94	MR	LOUIS GERVAIS BAPOMME	RB/RN/	115	/2022
95	MR	LOUIS GERMAIN BAPOMME	RB/RN/	116	/2022
96	MR	MAHESHWAR KREETANAND BISSONAUTH	RB/RN/	117	/2022
97	MR	JEAN BRUNAUD BOFF	RB/RN/	118	/2022
98	MR	RAJSINGH CHUMROO	RB/RN/	119	/2022
99	MR	NATHAN BENJAMIN CHRISTOPHE	RB/RN/	120	/2022
100	MR	LOUIS WESLAY CHRISTOPHE	RB/RN/	121	/2022
101	MR	ERIC FRANÇOIS CORET	RB/RN/	122	/2022
102	MR	ELLIOT DAVID	RB/RN/	123	/2022
103	MR	JEAN BRUNO FANNY	RB/RN/	124	/2022
104	MR	HARRISH GOOROOCHURN	RB/RN/	125	/2022
105	MR	RAVIND GOORCHARAN	RB/RN/	126	/2022
106	MR	JEAN-CLAUDE GOPIE	RB/RN/	127	/2022
107	MR	SANMOUGON GOVINDASSAMY	RB/RN/	128	/2022
108	MR	SUBIRAJ GOUR	RB/RN/	129	/2022
109	MR	GUY VINCENT HARPON	RB/RN/	130	/2022
110	MR	JEAN LUC JONATHAN JAVA	RB/RN/	131	/2022
111	MR	LIVIO JEAN-MARIE JEEWOOTH	RB/RN/	132	/2022
112	MR	LOUIS GÉRARD MARC JULIEN	RB/RN/	133	/2022
113	MR	PRAKASH KURNAUTH	RB/RN/	134	/2022
114	MR	JOSEPH SYLVAIN L'AIGUILLE	RB/RN/	135	/2022
115	MR	JEAN-MICHEL ULRIC LAW KWANG	RB/RN/	137	/2022
116	MR	STENIO KENNEDY LEGALLANT	RB/RN/	138	/2022
117	MR	KISHAN LUTCHUMON	RB/RN/	139	/2022
118	MRS	RADHA LOCHAN	RB/RN/	140	/2022
119	MR	KARAMCHANDUTH LOTUN	RB/RN/	141	/2022
120	MR	SALIM MAMOOJEE	RB/RN/	142	/2022
121	MR	LOUIS CLAREL MAMOUREUX	RB/RN/	143	/2022
122	MR	JULES ANTOINE MARIMOUTOU	RB/RN/	144	/2022
123	MR	JEAN ERIC LINDSAY MONNERON	RB/RN/	145	/2022
124	MR	JEAN CURTIS MOOCARME	RB/RN/	146	/2022
125	MR	GREEDIANAND NEETOREEA	RB/RN/	147	/2022

126	MR	MIKE HENDY MATTHIEU PHILLIPPE	RB/RN/	148	/2022
127	MR	BARNABÉ SAINT PIERRE	RB/RN/	149	/2022
128	MR	JEAN STENIO PRUDENCE	RB/RN/	150	/2022
129	MR	JEAN GUILIANO RAJARAM	RB/RN/	151	/2022
130	MR	JAIKISHAN RAMNUNDON	RB/RN/	152	/2022
131	MR	LUDOVIC PASCAL RESIDU	RB/RN/	153	/2022
132	MR	LOUIS DONOVANNE ROUJO	RB/RN/	154	/2022
133	MR	GILLES LUDOVIC ROUSSEAU	RB/RN/	155	/2022
134	MR	FEROZ RUHOMALLY	RB/RN/	156	/2022
135	MR	SOORAJ SEEBALUCK	RB/RN/	157	/2022
136	MR	NAVIN SEEMUNTO	RB/RN/	158	/2022
137	MR	AJAYSANI SOOBRON	RB/RN/	159	/2022
138	MR	LOUIS CURTIS SOOPAU	RB/RN/	160	/2022
139	MR	ANIL TOOFANY	RB/RN/	161	/2022
140	MR	RICHARD ANTHONY AGATHE	RB/RN/	162	/2022
141	MR	JEAN MICHAEL AH-TON	RB/RN/	163	/2022
142	MR	NICHOLSON AUGUSTIN	RB/RN/	164	/2022
143	MR	CLIFFORD AZIE	RB/RN/	165	/2022
144	MR	STEEVENSON AZIE	RB/RN/	166	/2022
145	MR	HURRYDUTH BHUNDHOO	RB/RN/	167	/2022
146	MR	JEAN LOUIS RICARDO BOYJOO	RB/RN/	168	/2022
147	MR	JEAN CLAUDE BROSSE	RB/RN/	169	/2022
148	MR	LAVAL JEAN BENOIT CATHAN	RB/RN/	170	/2022
149	MR	JEAN SÉBASTIEN CÉLESTE	RB/RN/	171	/2022
150	MR	RENAUD VIRGILE CHAUREMOOTO	RB/RN/	172	/2022
151	MR	KAVIDASS CHENGALREDDI	RB/RN/	173	/2022
152	MR	LOUIS GAETAN TCHIAP-SHIN CHONG SAN	RB/RN/	174	/2022
153	MR	JAMES GERARD CHUTOO	RB/RN/	175	/2022
154	MR	JEAN MARCUS CORDIEU	RB/RN/	176	/2022
155	MR	KEEREN KOOMAR DAVEDASS	RB/RN/	177	/2022
156	MR	JULIEN PATRIS DIOLLE	RB/RN/	178	/2022
157	MR	JEAN CLAUDE D'ARIO GASPARD	RB/RN/	179	/2022
158	MR	JEAN-FRANÇOIS GEERDHARRY	RB/RN/	180	/2022
159	MR	LOUIS PATRICK GEOFFROY	RB/RN/	181	/2022
160	MR	KISNASAMY GOVINDEN	RB/RN/	182	/2022
161	MR	SEERERAM GUNNOO	RB/RN/	183	/2022
162	MR	SUDESH GURBHOO	RB/RN/	184	/2022
163	MR	MIKEL DARYEAU HENRY	RB/RN/	185	/2022

164	MR	MOHAMMAD MOUSTAQIIM JHUGROO	RB/RN/	186	/2022
165	MR	KHADUN KANGALEE	RB/RN/	187	/2022
166	MR	EDMÉ DÉSIÉ KÉBLÉ	RB/RN/	188	/2022
167	MR	JEAN PRIESLEY L'ORPHÉLINE	RB/RN/	189	/2022
168	MR	LUC CLAREL LABONTÉ	RB/RN/	190	/2022
169	MR	MICHAËL LAGARDE	RB/RN/	191	/2022
170	MR	PAUL GINO PHILIPPE LEONIDE	RB/RN/	192	/2022
171	MR	ANDRÉ CHARLES MAGON	RB/RN/	193	/2022
172	MR	AURÉLIO MARTIN	RB/RN/	194	/2022
173	MR	SOOPAYAH MAURY	RB/RN/	195	/2022
174	MR	JEAN RICHARD MEUNIER	RB/RN/	196	/2022
175	MR	HENRICO MOMUS	RB/RN/	197	/2022
176	MR	JEAN GILBERT MONTY	RB/RN/	198	/2022
177	MR	LOWKUSH MUDHOO	RB/RN/	199	/2022
178	MR	JEAN PAUL PAULEN	RB/RN/	200	/2022
179	MR	KRISHNA PAUPIAH	RB/RN/	201	/2022
180	MR	VIKRAM PULLUCKDHARRY	RB/RN/	202	/2022
181	MR	LOUIS RICHARD QUINT	RB/RN/	203	/2022
182	MR	ALAIN RABOUDE	RB/RN/	204	/2022
183	MR	INDRASEN RAWOOJEE	RB/RN/	205	/2022
184	MR	BEEJAYE SEEMUNTO	RB/RN/	206	/2022
185	MR	RAMESH SEESAHAYE	RB/RN/	207	/2022
186	MR	RAMDEO SUNTOO	RB/RN/	208	/2022
187	MR	VINAYAGUM TETAPOOLAY	RB/RN/	209	/2022
188	MR	ANANDCOOMAR TOOLS	RB/RN/	210	/2022
189	MR	JOSEPH JERRY MICHAEL VIRGINIE	RB/RN/	211	/2022
190	MR	MANAV BABOOLALL	RB/RN/	212	/2022
191	MR	VINOD BALIAH	RB/RN/	213	/2022
192	MR	VIJAY KUMAR BEENUD	RB/RN/	214	/2022
193	MR	RALEEB BUXOO	RB/RN/	215	/2022
194	MR	GINO CALOU	RB/RN/	216	/2022
195	MR	RISHI KRISHNA DHUNOO	RB/RN/	217	/2022
196	MR	LOUIS JOCELYN GEORGE	RB/RN/	218	/2022
197	MR	MEHENDRANATH GUNESS	RB/RN/	219	/2022
198	MR	HEMANSINGH JATOO	RB/RN/	220	/2022
199	MR	MALICKCHAND JUDOO	RB/RN/	221	/2022
200	MR	LOUIS JOHN WILL LADOUCEUR	RB/RN/	222	/2022
201	MR	JACQUES MARYO LATOUCHE	RB/RN/	223	/2022

202	MR	CLAREL LEGENTIL	RB/RN/	224	/2022
203	MR	RANDHIR MAHADEW	RB/RN/	225	/2022
204	MS	MARIE GRAZIELLA AMANDA NICOLE	RB/RN/	226	/2022
205	MR	MARDAY PAREEMANEN	RB/RN/	227	/2022
206	MR	JEAN JOSÉ PERONET	RB/RN/	228	/2022
207	MR	GERARD MARC PHILIPPE	RB/RN/	229	/2022
208	MR	SEEWAH RAMBHUJOO	RB/RN/	230	/2022
209	MR	SADEO SACHUN	RB/RN/	231	/2022
210	MR	JAIRAJ BUNSEE	RB/RN/	233	/2022
211	MR	JAMES FRANCO COOSNAPA	RB/RN/	234	/2022
212	MR	SUNIL DUTH DAWOONAH	RB/RN/	235	/2022
213	MR	VIJAYDUTH DOMAH	RB/RN/	236	/2022
214	MR	RAJKUMAR FOOLMAUN	RB/RN/	237	/2022
215	MR	PARASRAM GORAPPA	RB/RN/	238	/2022
216	MR	JEAN DESIRÉ HAMILTON	RB/RN/	239	/2022
217	MR	JEAN MICHAËL JEAN	RB/RN/	240	/2022
218	MR	DÉSIRÉ JONSON	RB/RN/	241	/2022
219	MR	LECKRAZ JUGESSUR	RB/RN/	242	/2022
220	MR	MICHEL ANTHONY KHODABACUS	RB/RN/	243	/2022
221	MR	ITUL RAO MUNNEEA	RB/RN/	244	/2022
222	MR	DAVIN NIRSIMLOO	RB/RN/	245	/2022
223	MR	WALLACE RAFFAUT	RB/RN/	246	/2022
224	MR	JEAN WESLEY ROSETTE	RB/RN/	247	/2022
225	MR	PARAMJIT SANAWA	RB/RN/	248	/2022
226	MR	MEENEEANDY SANGHAN	RB/RN/	249	/2022
227	MR	JEAN JACQUES STENIO SOHADUTH	RB/RN/	250	/2022
228	MR	MAHENDRADUTH SOOWAMBER	RB/RN/	251	/2022
229	MR	ROMEO LOUIS TYPHIS	RB/RN/	252	/2022
230	MRS	MARIE CLARISSE GÉRALDINE VERLOPPE	RB/RN/	253	/2022
231	MR	CLAUDE LOUISON VICTOIRE	RB/RN/	254	/2022
232	MR	LOUIS HERVE FIDELLE	RB/RN/	255	/2022
233	MR	ABIA NEWYL RUDOLPH	RB/RN/	260	/2022
234	MR	ALLAGAPEN DHOORVADASSEN	RB/RN/	261	/2022
235	MR	ANAMALAY AZAGEN	RB/RN/	262	/2022
236	MR	ARMEL JEAN MARIE DARIO	RB/RN/	263	/2022
237	MR	BATTOUR JEAN ALAIN RICHARD	RB/RN/	264	/2022
238	MR	BEGUÉ JOCELYN	RB/RN/	265	/2022
239	MR	BERTRAND JEFF FABRICE VIVIAN	RB/RN/	266	/2022

240	MR	BESSONS PASCAL JEAN-BERNARD	RB/RN/	267	/2022
241	MR	BHOMUL RAJ KUMAR	RB/RN/	268	/2022
242	MR	BUCHA SOORIERAJ	RB/RN/	269	/2022
243	MR	CALLUN SATYADEV	RB/RN/	270	/2022
244	MR	CARPEN KHANNADASSEN	RB/RN/	271	/2022
245	MR	CHARLES LOUIS DONOVAN	RB/RN/	272	/2022
246	MR	COUTET NOËL DESIRÉ JEAN-RENAUD	RB/RN/	273	/2022
247	MR	DAX GÉRARD CLIFFORD	RB/RN/	274	/2022
248	MR	DÉCUBES LOUIS JACQUELIN	RB/RN/	275	/2022
249	MR	DILMOHAMED MUHAMMAD IBRAHIM	RB/RN/	276	/2022
250	MR	DIOLLE CLAUDE BERTY	RB/RN/	277	/2022
251	MR	DOOKHIT SUBIR	RB/RN/	278	/2022
252	MR	DWARKA JAIHINDUTH	RB/RN/	279	/2022
253	MR	EMPEIGNE JACQUES DIDIER	RB/RN/	280	/2022
254	MR	ERNEST JEAN DOLIVAN	RB/RN/	281	/2022
255	MR	FANFAN MICHAEL DAVIS JEAN-PATRICK	RB/RN/	282	/2022
256	MR	FOOLCHAND LOUIS ROLAND PATRICK	RB/RN/	283	/2022
257	MR	GANJEE HEMRAJ	RB/RN/	284	/2022
258	MR	GERSEY LOUIS ROSARIO	RB/RN/	285	/2022
259	MR	JOHN LOUIS ELTON	RB/RN/	286	/2022
260	MR	JUMUN ABDOOL SAFICK	RB/RN/	287	/2022
261	MRS	JUWAHEER VADEE DAVEE	RB/RN/	288	/2022
262	MR	KARAMUTH MOHAMMUD IMTEAZ	RB/RN/	289	/2022
263	MR	KUT KING KAN LEE YAN LIN	RB/RN/	290	/2022
264	MR	LAGALETÉ LAVAL ORLANDO SERGIO	RB/RN/	291	/2022
265	MR	LAJOIE JEAN LOUIS JIMMY	RB/RN/	292	/2022
266	MR	LAROCHE CORALIE MARIE JOËL THIERRY	RB/RN/	293	/2022
267	MR	LASERINGUE LOUIS EDMOND	RB/RN/	294	/2022
268	MR	LECERF MARIE HEMIER BERNANDO NICOLAS	RB/RN/	295	/2022
269	MR	LEELACHAND DEV KUMAR	RB/RN/	296	/2022
270	MR	LISIS JEAN ERIC CLAUDE	RB/RN/	297	/2022
271	Ms	LOCHUN JEEVISHKA	RB/RN/	298	/2022
272	MR	LOCHUN SAKILALL	RB/RN/	299	/2022
273	MR	LOUIS JACQUES DIODY	RB/RN/	300	/2022
274	MR	MADOO GEORGES FRITZGERALD	RB/RN/	301	/2022
275	MR	MARIE JEAN CLIFFORD	RB/RN/	302	/2022
276	MR	MEETOO VEL	RB/RN/	303	/2022
277	MR	MILAZAR ALEXIS FABRICE	RB/RN/	304	/2022

278	MR	MINERVE JEAN MARC	RB/RN/	305	/2022
279	MR	MOMUS JEAN PAUL KIRCEY	RB/RN/	306	/2022
280	MR	MONROE JEAN MARIE	RB/RN/	307	/2022
281	MR	NAGAWA GAVIN	RB/RN/	308	/2022
282	MR	NAYECK RATAN	RB/RN/	309	/2022
283	MR	NOËL LOUIS VALENTINO	RB/RN/	310	/2022
284	MRS	OOZEER BIBI MAHEZABEEN	RB/RN/	311	/2022
285	MR	POMPEÏA EMMANUEL JEAN CHRISTOPHE	RB/RN/	312	/2022
286	MR	RAMALINGUM NADARAJEN	RB/RN/	313	/2022
287	MR	RAMMA HARRYKESH	RB/RN/	314	/2022
288	MR	RUMJAUN JEAN EMMANUEL	RB/RN/	315	/2022
289	MR	SEEBORUTH VIJAY ANAND	RB/RN/	316	/2022
290	MR	SEEGOOLAM SARASWATEE	RB/RN/	317	/2022
291	MR	SEEKUNTA GEEANESWAR	RB/RN/	318	/2022
292	MR	SITARAM KISNAH	RB/RN/	319	/2022
293	MR	SOMNAH RAJESH	RB/RN/	320	/2022
294	MR	SOOCHIT JAYRAJ	RB/RN/	321	/2022
295	MR	SOOCHIT MOHUNLALL	RB/RN/	322	/2022
296	MRS	SUNEECHUR NEHA DEVI	RB/RN/	323	/2022
297	MR	SURNOIS LOUIS FRANKY	RB/RN/	324	/2022
298	MR	TAHAI RAMESH	RB/RN/	325	/2022
299	MR	TÊTU LOUIS VIRGINO	RB/RN/	326	/2022
300	MR	THÉOPHILE LOUIS JOSEPH	RB/RN/	327	/2022
301	MR	THOMSON JOHN PETER WALTER	RB/RN/	328	/2022
302	MR	TOOLSEE DHARMYASDEO	RB/RN/	329	/2022
303	MR	VAINQUEUR JEAN ROLANDO	RB/RN/	330	/2022
304	MR	VENCATASAMY JEAN ERICK CHRISTIAN	RB/RN/	331	/2022
305	MRS	WONG SEE CHUNG MARIE SHIRLEY	RB/RN/	332	/2022
306	MR	YOUNG PAK KIAN MICHEL GIOVANNI YOUNG SEE KWON	RB/RN/	333	/2022

And

Building & Civil Engineering Co. Ltd (In Provisional Liquidation)

These are applications filed, after obtaining leave from the Supreme Court, under section 72(8) of the Worker's Rights Act 2019, as amended, pursuant to a breach of section 72(1), (A), (1A), and (5) of the Act for an Order directing the applicants' employer, hereinafter referred to as the "Respondent" to pay them severance allowance at the rate specified in section 70(1) of the Act.

The Applicants were represented by Mr. S. Mohamed, Counsel, assisted by Miss. Humayrah Thug, Counsel.

The Respondent was represented by Mr. Rishi Pursem, SC and Mr. Arvind Sookhoo, Counsel, instructed by Mrs. Jhenita Beegoo, Attorney-at-Law.

Upon a joint motion by Counsel appearing on behalf of the Applicants and Respondent, the above mentioned cases have been consolidated. The Board proposes to deliver a single Order in respect of the above mentioned cases and file copies of same in each file.

Each Applicant has filed a statement of case and so has the Respondent in each case.

Issues regarding length of service, salary and termination of the employment contracts are not in dispute. The Respondent invites the Board to attend to the two following issues:-

(1) Jurisdiction and

(2) Justification

On 21.06.23, the Board received a document requesting to remedy a double reference entry regarding applicant Mr. Jean Micheal Jean (RB/RN/84/2022 and RB/RN/240/2022). This should have been by way of motion. However, since no objection is raised, the amendment is granted and RB/RN/240/2022 is accordingly deleted. We note distressingly that the document purporting to correct a mistake contains a misspelling of an applicant's name. The latter's correct name spelling should be Mr. Christian Arlandoo instead of Mr. Christain Arlandoo.

Counsel for the Applicants filed a table summarizing the Applicants' name, position held, date of entry as well as the basic monthly salary, which we reproduce below:

ANNEX A: TABLE SUMMARISING THE APPLICATIONS				
Board's Reference No.	First Name, Name	Position Held	Date of Entry	Basic Monthly Salary (Rs.)
17	Christian, Arlandoo	Labourer	9/25/2017	14,802.96
18	Louis Phebus, Arlanda	Plant Operator	7/10/2017	17,299.08
19	Ramesh, Bhooaleea	Labourer	5/30/2011	14,802.96
20	Luxmi, Boojedhur	Attendant	1/10/2018	14,230.96
21	Lutchuman, Bissessur	Barbender Superior Grade	8/20/2007	17,715.10
22	Dominique Richard, Bayjoo	Foreman	5/25/1995	25,335.00
23	Beedianand, Bissessur	Labourer	1/29/2008	14,802.96
24	Louis Marie Jules, Comole	Multi-Skilled	7/30/2015	17,065.00
25	Joseph Clarel, Colet	Barbender Grade 1	4/3/2007	16,830.92
26	Babooram, Daby	Store Helper	6/25/2009	15,609.04
27	Joseph Clency Claudio, Deschamps	Multi-Skilled	11/11/2008	17,065.00
28	Louis Jeanmick, François	Labourer	11/15/1990	14,802.96
29	Jayraj, Gunnuck	Labourer	9/27/2009	14,802.96
30	Vikash, Kurmudharry	Labourer	8/20/2007	14,802.96
31	Krischand, Ramah Naik	Barbender Grade 1	6/8/2010	16,830.92
32	Jean Michel, Eléphant	Plant Operator	6/1/2005	17,299.08
33	Jean, Elton	Labourer	2/27/2015	14,802.96
34	Vijay Kumar, Ghunsam	Chainman	4/11/2014	16,830.88
35	Iran, Furzun	Labourer	7/8/2015	14,802.96
36	Laval Jean Paul, Saint Flour	Barbender Superior Grade	5/12/2014	17,715.10
37	Son, Koobarawa	Welder Grade 1	1/31/1991	16,830.92
38	Jérôme Ludovic, Arlanda	Plant Operator	7/6/2010	17,299.08
39	Marie Lucette Shirley, Felix	Draughtsman	9/9/2002	27,835.00
40	Vencatan, Lutcheegadoo	Labourer	5/17/2007	14,802.96
41	Sardhanand, Lollbeeharry	Labourer	3/25/2010	14,802.96
42	Leckraj, Muthoor	Labourer	2/24/2010	14,802.96
43	Ranjeet, Mungalia	Leading Hand	3/9/1989	17,844.90

44	Mamode Rafoure Ferzal, Monodee	Multi-Skilled	2/4/2015	17,065.00
45	Vishal, Pannoo	Labourer	4/11/2014	14,802.96
46	Noorally, Rushmally	Barbender Grade 1	6/13/1989	16,830.92
47	Somduth, Ramkissoona	Plant Operator	3/11/2008	17,299.08
48	Jeetundra, B. Rajodu	Carpenter Grade 1	2/25/1992	16,830.92
49	Bissoonduth, Ramgoolam	Labourer	5/27/2011	14,802.96
50	Bissoon, Ramdhany	Carpenter Grade 2	1/21/1993	16,207.00
51	Jean Pierre Robert, Radegonde	Carpenter Grade 1	9/14/1995	16,830.92
52	Mohammad Reza, Rustom	Plant Operator	7/16/2010	17,299.08
53	Raj, Soobdhan	Carpenter Grade 1	10/26/1994	16,830.92
54	Naraindeo, Seeboruth	Scaffolder Grade 1	9/29/2011	16,830.92
55	Nabee, Tincauri	Mason Grade 2	2/12/2008	16,207.00
56	Jean Clife Claudio Varlet	Carpenter Grade 1	1/20/2009	16,830.92
62	Louis Stanley, Albert	Mason Superior Grade	11/12/2007	17,715.10
63	Kamlesh, Alhodur	Plant Operator	2/12/2017	17,299.08
64	Santee, Alhodur	Attendant	5/3/2005	14,230.96
65	Toolsee Kumar, Alhodur	Plant Operator	6/27/2017	17,299.08
66	Louis Anthony, André	Mason Grade 1	6/6/2011	16,830.92
67	Jacques Claude Clifford, Anodin	Lorry Driver	3/1/2011	16,830.92
68	Ashvin, Baboullah	Lorry Driver	4/21/2011	16,830.92
69	Rajesh, Boyjonauth	Labourer	6/27/2011	14,802.96
70	Bhye Naushad Ally, Bhugun	Driver	5/20/2011	16,207.00
71	Satcheedanand, Chand	Multi-Skilled Grade 2	5/24/2010	16,207.00
72	Jacques Louis Junior, Cythérée	Carpenter Superior Grade	12/15/1988	17,715.10
73	Ramraj, Dookhun	Labourer	3/13/2007	14,802.96
74	Vikram, Etwaree	Labourer	5/22/2015	14,802.96
75	Ahmed Ali, Emamdee	Plant Operator	6/23/2008	17,299.08
76	Jean Pierre, Fanny	Mason Grade 1	12/1/2012	16,830.92
77	Steeve, Florimond	Barbender Grade 1	5/4/1993	16,830.92
78	Eddy Michel, Folette	Barbender Grade 2	8/20/2009	16,207.00

79	Premduth, Gopal	Leading Hand	2/2/2005	17,844.90
80	Ghyaneswar Gopaul	Carpenter Grade 1	5/7/1997	16,830.92
81	Louis Toussaint, Isabelle	Multi-Skilled	5/26/2014	17,065.00
82	Jean Dominique, Isabelle	Labourer	10/3/2014	14,802.96
83	Shyam, Jadoo	Mason Grade 1	12/1/2005	16,830.92
84	Jean Michaël, Jean	Labourer	2/26/2015	14,802.96
85	Riaz Hussein, Jeetun	Carpenter Grade 1	7/7/2008	16,830.92
86	Joseph Christian, Jolicoeur	Barbender Superior Grade	7/1/2008	17,715.10
87	Satyan, Kalutay	Timekeeper/Storekeeper	7/7/1997	18,635.00
88	Louis Alexie, Latulippe	Carpenter Grade 1	7/17/2006	16,830.92
89	Louis Gaetan, Larose	Lorry Helper	3/1/2003	14,802.96
90	Louis Michaël, Lamarre	Carpenter Grade 1	2/22/2006	16,830.92
91	Louis Sébastien Ludovic, Malabar	Site Clerk	5/23/2011	27,775.00
92	Prakash, Mudun	Timekeeper	8/13/2007	23,075.00
93	Sada, Moothen	Multi-Skilled	8/24/2010	17,065.00
94	Gino Vivian, Marie	Lorry Helper	7/21/2010	14,802.96
95	Joe Stephen Christophe, Omphal	Mason Grade 1	10/14/1995	16,830.92
96	Joseph Christian, Perrine	Multi-Skilled	10/5/2010	17,065.00
97	Jean Noël, Potiron	Plant Operator	8/30/2021	22,400.00
98	Maurice James François, Pompeïa	Stock Controller	8/1/1986	42,356.00
99	Gérard Elvis, Pierre	Labourer	3/24/2014	14,802.96
100	Roupesh, Ramcharun	Site Technician	6/15/2017	26,835.00
101	Samy, Ramiah	Carpenter Grade 1	10/26/2009	16,830.92
102	Amarr, Ramnauth	Barbender Grade 1	2/12/2007	16,830.92
103	Marielucre Natacha Cyndie, Ramsay	Purchasing Officer	4/1/2003	27,625.00
104	Nemchand Balramsing, Ramun	Carpenter Grade 1	1/10/2007	16,830.92
105	Dharamraj, Ramroock	Mason Grade 2	10/14/2010	16,207.00
106	Jean Johnny, Roussety	Welder Grade 1	1/14/2010	16,830.92
107	Louis Sylvain, Sarah	Labourer	2/26/2013	14,802.96

108	Mahmad Hussain Feroz Shumshooden	Plant Operator	3/1/1989	17,299.08
109	Gokhool, Soobdhan	Leading Hand	8/24/2005	18,724.90
110	Yves Gérard Laval, Thomas	Leading Hand	8/23/1993	17,844.90
111	Jacques Desiré Laval, Varlet	Leading Hand	6/8/2004	17,844.90
112	Ratnajee, Abba	Lorry Helper	3/21/2017	14,802.96
113	Louis Fabrice Vincent Adelson	Timekeeper/Storekeeper	2/17/2020	16,658.00
114	Rakess, Aughnoo	Barbender Grade 1	1/20/2003	16,830.92
115	Louis Gervais, Bapomme	Barbender Superior Grade	1/18/2010	17,715.10
116	Louis Germain, Bapomme	Mason Grade 1	2/6/2006	16,830.92
117	Maheshwar Kreetanand, Bissonauth	Carpenter Grade 1	4/21/1997	16,830.92
118	Jean Brunaud Boff	Foreman	5/19/1986	27,075.00
119	Rajsingh, Chumroo	Multi-Skilled	4/16/2015	17,065.00
120	Nathan Benjamin, Christophe	Carpenter Grade 1	7/3/1989	16,830.92
121	Louis Waslay, Christophe	Foreman	1/20/2003	18,075.00
122	Eric François, Coret	Plant Operator	7/21/1992	17,299.08
123	Elliot, David	Leading Hand	5/26/1992	17,844.90
124	Jean Bruno, Fanny	Multi-Skilled	3/13/2015	17,065.00
125	Harrish, Gooroochurn	Plant Operator	6/3/1997	17,299.08
126	Ravind, Goorcharan	Carpenter Grade 1	7/4/2006	16,830.92
127	Jean-Claude, Gopie	Barbender Grade 1	3/13/2003	16,830.92
128	Sanmougou, Govindassamy	Labourer	1/28/2000	14,802.96
129	Subiraj, Gour	Plant Operator	3/1/1990	17,299.08
130	Guy Vincent, Harpon	Leading Hand	11/13/1986	17,974.92
131	Jean Luc Jonathan, Java	Carpenter Grade 1	4/4/2000	16,830.92
132	Livio Jean-Marie, Jeewooth	Timekeeper/Storekeeper	11/24/2014	17,035.00
133	Louis Gérard Marc, Julien	Leading Hand	6/2/2009	17,844.90

134	Prakash, Kurnauth	Driver	5/23/1994	16,830.92
135	Joseph Sylvain, L'Aiguille	Multi-Skilled	4/16/2015	17,065.00
137	Jean-Michel Ulric, Law Kwang	Foreman	6/25/1989	27,475.00
138	Stenio Kennedy, Legallant	Carpenter Grade 1	1/25/2011	16,830.92
139	Kishan, Lutchumon	Plant Operator	7/30/2007	17,299.08
140	Radha, Lochan	Labourer	4/3/2015	14,802.96
141	Karamchanduth, Lotun	Labourer	3/5/2015	14,802.96
142	Salim, Mamoojee	Plant Operator	1/12/2004	17,299.08
143	Louis Clarel, Mamouroux	Labourer	3/23/2015	14,802.96
144	Jules Antoine, Marimoutou	Mason Grade 1	1/19/2007	16,830.92
145	Jean Eric Lindsay, Monneron	Site Clerk	10/20/2011	26,075.00
146	Jean Curtis, Moocarme	Carpenter Grade 1	10/30/2014	16,830.92
147	Greedianand, Neetoreea	Leading Hand	4/4/2008	17,844.90
148	Mike Hendy Matthieu, Phillippe	Plant Operator	5/14/2009	17,299.08
149	Barnabé, St Pierre	Leading Hand	3/16/1993	17,844.90
150	Jean Stenio, Prudence	Carpenter Grade 2	7/19/2010	16,207.00
151	Jean Guiliano, Rajaram	Mechanic Superior Grade	5/12/2010	19,207.14
152	Jaikishan, Ramnundon	Labourer	2/17/2016	14,802.96
153	Ludovic Pascal, Residu	Barbender Superior Grade	2/2/2006	17,715.10
154	Louis Donovanne, Roujo	Barbender Grade 2	1/13/2010	16,207.00
155	Gilles Ludovic, Rousseau	Purchasing Officer	8/19/1995	36,835.00
156	Feroz, Ruhomally	Timekeeper/Storekeeper	4/7/2003	17,335.00
157	Sooraj, Seebaluck	Multi-Skilled Grade 2	9/7/2007	15,609.04
158	Navin, Seemunto	Foreman	5/26/1993	25,560.00
159	Ajaysani, Soobron	Plant Operator	7/25/2011	17,299.08
160	Louis Curtis, Soopaul	Foreman	2/19/1991	35,475.00
161	Anil, Toofany	Mason Grade 1	4/18/2006	16,830.92
162	Richard Anthony, Agathe	Mason Superior Grade	4/6/2010	17,715.10
163	Jean Michael, Ah-Ton	Scaffolder Superior Grade	12/1/2005	17,715.10

164	Nicholson, Augustin	Labourer	2/23/2015	14,802.96
165	Clifford, Azie	Multi-Skilled	2/9/2010	17,065.00
166	Steevenson, Azie	Welder Grade 1	12/5/2014	16,830.92
167	Hurryduth, Bhundhoo	Labourer	8/8/2012	14,802.96
168	Jean Louis Ricardo, Boyjoo	Carpenter Superior Grade	7/13/2015	17,715.10
169	Jean Claude, Brosse	Labourer	1/31/2006	14,802.96
170	Laval Jean Benoit, Cathan	Labourer	12/1/2005	14,802.96
171	Jean Sébastien, Céleste	Mechanic Grade 1	6/14/2010	16,970.84
172	Renaud Virgile, Chauremootoo	Scaffolder Grade 2	3/8/2010	16,207.00
173	Kavidass, Chengalreddi	Labourer	3/6/2015	14,802.96
174	Louis Gaetan Tchiap-Shin, Chong San	Multi-Skilled	5/10/2017	17,065.00
175	James Gerard, Chutoo	Multi-Skilled	6/8/2015	17,065.00
176	James Marcus, Cordieu	Lorry Helper	5/12/2008	14,802.96
177	Keeren Koomar, Davedass	Foreman Barbending	10/20/1994	25,835.00
178	Julien Patris, Diolle	Carpenter Grade 1	9/17/2007	16,830.92
179	Jean Claude D'Ario, Gaspard	Carpenter Superior Grade	7/23/2007	17,715.10
180	Jean-François, Geerdharry	Plant Operator	8/11/2009	17,299.08
181	Louis Patrick, Geoffroy	Multi-Skilled	2/6/2015	17,065.00
182	Kisnasamy, Govinden	Mason Grade 1	4/10/2007	16,830.92
183	Seereram, Gunnoo	Plant Operator	3/10/2008	17,299.08
184	Sudesh, Gurbhoo	Plant Operator	4/10/2014	17,299.08
185	Mikel Daryeau, Henry	Barbender Grade 2	2/28/2005	16,207.00
186	Mohammad Moustaqim, Jhugroo	Breakerman	5/26/2010	16,207.00
187	Khadun, Kangalee	Breakerman	1/31/2006	16,207.00
188	Edmé Désiré, Kéblé	Leading Hand	4/27/1989	17,844.90
189	Jean Priesley, L'Orphéline	Lorry Helper	8/7/2009	14,802.96
190	Luc Clarel, Labonté	Labourer	6/16/2009	14,802.96
191	Michaël, Lagarde	Chainman	1/19/2012	16,830.88

192	Paul Gino Philippe, Leonide	Barbender Grade 1	7/7/1941	16,830.92
193	André Charles, Magon	Foreman	3/11/1992	27,475.00
194	Aurélio, Martin	Scaffolder Grade 2	3/23/2015	16,207.00
195	Soopaya, Maury	Labourer	3/31/2008	14,802.96
196	Jean Richard, Meunier	Labourer	3/28/2014	14,802.96
197	Henrico, Momus	Multi-Skilled	6/15/2016	17,065.00
198	Jean Gilbert, Monty	Electrician Grade 1	1/8/2008	19,124.86
199	Lowkush, Mudhoo	Foreman	1/13/1999	30,475.00
200	Jean Paul, Paulen	Carpenter Grade 1	3/13/1991	16,830.92
201	Krishna, Paupiah	Multi-Skilled	3/10/2014	17,065.00
202	Vikram, Pulluckdharry	Labourer	3/28/2014	14,802.96
203	Louis Richard, Quint	Labourer	4/28/1992	14,802.96
204	Alain, Raboude	Mason Grade 1	8/13/2008	16,830.92
205	Indrasen, Rawoojee	Mason Grade 1	5/31/2010	16,830.92
206	Beejaye, Seemunto	Barbender Grade 1	1/16/1989	16,830.92
207	Ramesh, Seesahaye	Barbender Grade 1	12/3/2007	16,830.92
208	Ramdeo, Suntoo	Labourer	5/23/2015	14,802.96
209	Vinayagum, Tetapoolay	Labourer	3/26/2015	14,802.96
210	Anandcoomar, Toolsy	Labourer	3/29/2011	14,802.96
211	Joseph Jerry Michael, Virginie	Chainman	8/12/2009	16,207.00
212	Manav, Baboolall	Mason Grade 2	4/18/2006	16,207.00
213	Vinod, Baliah	Labourer	3/30/2011	14,802.96
214	Vijay Kumar, Beenud	General Foreman	11/26/1990	38,335.00
215	Raleeb, Buxoo	Mason Grade 2	1/31/2006	15,209.04
216	Gino, Calou	Mason Grade 2	12/1/2005	16,207.00
217	Rishi Krishna Dhunoo	Plant Operator	12/5/2006	14,802.96
218	Louis Jocelyn George	Barbender Superior Grade	9/28/2009	17,715.10
219	Mehendranath, Guness	Carpenter Grade 1	1/13/1999	16,830.92
220	Hemansingh, Jatoo	Mason Grade 1	1/10/2007	16,830.92
221	Malickchand, Judoo	Labourer	4/28/2009	14,802.96
222	Louis John Will, Ladouceur	Barbender Grade 1	7/30/2008	16,830.92
223	Jacques Maryo Latouche	Labourer	7/27/2010	14,802.96
224	Clarel, Legentil	Multi-Skilled	10/30/2014	17,065.00
225	Randhir, Mahadew	Electrician Grade 2	8/24/2010	16,207.00

226	Marie Graziella Amanda, Nicole	Logistics Clerk	2/13/2017	16,357.00
227	Marday, Pareemanen	Labourer	7/25/2011	14,802.96
228	Jean José, Peronet	Mason Superior Grade	6/1/2003	17,715.10
229	Gerard Marc, Philippe	Multi-Skilled	11/10/1986	17,065.00
230	Seewah, Rambhujoo	Scaffolder Grade 2	23/03.2015	16,207.00
231	Sadeo, Sachun	Labourer	2/28/2014	14,802.96
233	Jairaj, Bunsee	Multi-Skilled	3/23/2015	17,065.00
234	James Franco, Coosnapa	Carpenter Superior Grade	8/19/2009	17,715.10
235	Sunil Duth, Dawoonah	Labourer	5/30/2011	14,802.96
236	Vijayduth, Domah	Labourer	10/2/2014	14,802.96
237	Rajkumar, Foolmaun	Mason Grade 1	3/19/2009	16,830.92
238	Parasram, Gorappa	Foreman	2/6/2012	29,516.25
239	Jean Desiré, Hamilton	Barbender Grade 1	1/11/2010	16,830.92
240	Jean Michaël, Jean	Labourer	2/26/2015	14,802.96
241	Désiré, Jonson	Welder Grade 1	3/11/1992	16,830.92
242	Leckraz, Jugessur	Mason Grade 1	2/24/2010	16,830.92
243	Michel Anthony, Khodabacus	Carpenter Grade 1	3/6/2007	16,830.92
244	Itul Rao Munneea	Land Surveyor	8/18/2014	60,800.00
245	Davin, Nirsimloo	Plant Operator	10/10/2016	17,299.08
246	Wallace, Raffaut	Leading Hand	1/15/2003	17,844.90
247	Jean Wesley, Rosette	Multi-Skilled	1/30/2015	17,065.00
248	Paramjit, Sanawa	Senior General Foreman	11/1/2016	63,604.00
249	Meeneeandy, Sanghan	Electrician Grade 1	1/21/2015	16,830.92
250	Jean Jacques Stenio, Sohaduth	Plant Supervisor	4/3/1991	21,335.00
251	Mahendraduth, Soowamber	Site Surveyor	7/1/2019	29,075.00
252	Romeo Louis, Typhis	Plant Operator	1/18/2010	17,299.08
253	Marie Clarisse Géraldine, Verloppe	Payroll Clerk	8/1/2009	19,575.00
254	Claude Louison, Victoire	Welder Superior Grade	1/10/2008	21,016.20
255	Louis Herve, Fidelle	Mason Grade 1	2/17/1986	16,830.92
260	Newyl Rudolph, Abia	Occupational Safety, Health & Environment Manager	10/1/2014	101,160.00
261	Dhoorvadassen, Allagapen	Human Resources Coordinator	11/8/1986	35,775.00

262	Azagen, Anamalay	Contracts Manager	10/6/2014	250,400.00
263	Jean Marie Dario, Armel	Foreman	1/9/2017	28,615.00
264	Jean Alain Richard, Battour	Mason Superior Grade	10/12/1985	17,715.10
265	Jocelyn, Begué	Plant Operator	3/11/2002	17,299.08
266	Jeff Fabrice Vivian, Bertrand	Foreman	2/5/2001	25,475.00
267	Pascal Jean-Bernard, Bessons	Construction Surveyor	6/1/2015	60,800.00
268	Raj Kumar, Bhomul	Labourer	7/4/2007	14,802.96
269	Soorieraj, Bucha	Labourer	8/20/2007	14,802.96
270	Satyadev, Callun	Barbender Superior Grade	9/7/2009	17,715.10
271	Khannadassen, Carpen	Security Supervisor	5/1/2015	32,335.00
272	Louis Donovan, Charles	Timekeeper	1/20/2015	19,075.00
273	Noël Desiré Jean- Renaud, Coutet	Payroll Administrator	2/20/1989	50,800.00
274	Gérard Clifford, Dax	Plant Operator	6/17/2004	17,299.08
275	Louis Jacquelin, Décubes	Mason Grade 1	11/1/2005	16,830.92
276	Muhammad Ibrahim, Dilmohamed	Assistant Construction Surveyor	7/6/2010	28,075.00
277	Claude Berty, Diolle	General Foreman	9/15/1989	31,575.00
278	Subir, Dookhit	Labourer	8/2/2016	14,802.96
279	Jaihinduth, Dwarka	Senior Site Manager	1/9/2013	105,400.00
280	Jacques Didier, Empeigne	Chief System Administrator	5/3/2010	50,800.00
281	Jean Dolivan, Ernest	Plant Operator	7/2/2007	17,299.08
282	Michael Davis Jean- Patrick, Fanfan	Site Surveyor	6/13/2011	24,575.00
283	Louis Roland Patrick, Foolchand	Senior General Foreman	2/4/1986	55,400.00
284	Hemraj, Ganjee	Site Clerk	9/6/2011	26,475.00
285	Louis Rosario, Gersey	Mason Grade 1	4/3/2007	16,830.92
286	Louis Elton, John	Labourer	2/24/2014	14,802.96
287	Abdool Safick, Joomun	Mason Grade 1	3/29/2007	16,830.92
288	Vadee Davee, Juwaheer	Human Resources Assistant	11/8/2010	22,075.00

289	Mohammud Imteaz, Karamuth	Foreman	1/18/2010	24,075.00
290	Lee Yan Lin, Kut King Kan	Accounts Manager	11/3/2009	75,800.00
291	Laval Orlando Sergio, Lagaleté	Plant Operator	7/30/1995	17,299.08
292	Jean Louis Jimmy, Lajoie	Leading Hand	8/28/2000	17,844.90
293	Marie Joël Thierry, Laroche Coralie	Logistics Manager	9/1/2010	70,400.00
294	Louis Edmond, Laseringue	Plant Operator	2/6/2006	17,299.08
295	Marie Hemler Bernando Nicolas, Lecerf	Site Agent	2/15/1974	53,660.00
296	Dev Kumar, Leelachand	Barbender Grade 1	8/10/2009	16,830.92
297	Jean Eric Claude, Lisis	Manager HR Operations	11/1/2007	140800
298	Jeevishka, Lochun	Accounts Clerk	3/11/2019	23,075.00
299	Sakilall, Lochun	Procurement Manager	2/2/2011	65,400.00
300	Jacques Diody, Louis	Multi-Skilled	1/22/2015	17,065.00
301	Georges Fritzgerald, Madoo	Attendant	6/18/2012	14,230.96
302	Jean Clifford, Marie	Mason Grade 1	3/11/2015	16,830.92
303	Vel, Meetoo	Foreman	7/15/2015	30,475.00
304	Alexis Fabrice, Milazar	Driver	2/7/2018	17,111.10
305	Jean Marc, Minerve	Barbender Grade 2	6/27/2017	16,207.00
306	Jean Paul Kircey, Momus	Mason Superior Grade	4/10/2010	17,715.10
307	Jean Marie, Monroe	Labourer	8/2/2016	14,802.96
308	Gavin, Nagawa	Construction Surveyor	2/15/2016	60,000.00
309	Ratan, Nayeck	Site Agent	3/13/2018	80,800.00
310	Louis Valentino, Noël	Labourer	5/8/2017	14,802.96
311	Bibi Mahezabeen Oozeer	Human Resources Assistant	6/13/2005	26,835.00
312	Emmanuel Jean Christophe, Pompeïa	Junior Construction Surveyor	8/7/2007	28,075.00
313	Nadarajen, Ramalingum	Human Resources Clerk	9/17/1992	22,635.00

314	Harrykesh, Ramma	Information Technology Programmer	4/1/2019	26,075.00
315	Jean Emmanuel, Rumjaun	Multi-Skilled Grade 2	7/14/2011	16,207.00
316	Vijay Anand, Seeboruth	Draughtsman	2/13/2006	27,075.00
317	Saraswatee, Seegoolam	Telephonist/Receptionist	7/1/2018	14,835.00
318	Geeaneswar, Seekunta	Office Clerk	12/20/1991	19,475.00
319	Kisnah, Seetaram	Labourer	4/27/2011	14,802.96
320	Rajesh, Somnah	Labourer	4/30/2013	14,802.96
321	Jayraj, Soochit	Plant Operator	1/9/2006	17,299.08
322	Mohunlall, Soochit	Mason Grade 1	3/14/2006	16,830.92
323	Neha Devi, Suneechur	Accounts Clerk	4/18/2017	17,835.00
324	Louis Franky, Surnois	Foreman	1/8/2023	21,075.00
325	Ramesh, Tahai	Labourer	10/7/2014	14,802.96
326	Louis Virgino, Têtu	Lorry Driver	3/3/2009	16,830.92
327	Louis Joseph, Théophile	Mason Grade 1	3/18/2010	16,830.92
328	John Peter Walter, Thomson	Leading Hand	12/1/2005	17,844.90
329	Dharmyasdeo, Toolsee	Carpenter Grade 1	6/19/1989	16,830.92
330	Jean Rolando, Vainqueur	Accounts Clerk	11/5/2007	25,065.00
331	Jean Erick Christian, Vencatasamy	Chief Accountant	4/3/1991	55,400.00
332	Marie Shirley, Wong See Chung	Personal Assistant	4/28/1997	24,575.00
333	Michel Giovanni Young See Kwon, Young Pak Kian	Site Manager	9/1/2009	65,400.00

Mrs. Shanjanee Greedarry, of the Redundancy Board, was summoned to produce certified extracts of all minutes of proceedings in the case of Mr. Jean Marc Pericles Law Kwang v/s Building & Civil Engineering company Ltd (in provisional liquidation). She also produced transcripts of proceedings and documents of the 14th of February 2023.

Mr. Jean Marc Pericles Law Kwang deponed to the effect that he represents all the Applicants in the present matter. He was the Applicant in case reference RB/RN/136/2022 and the witness confirmed to the correctness of his testimony in that case.

Mr. Ruben Mooneesawamy, the witness for the Respondent also confirmed to the correctness of his testimony when he testified in that case on the 14th February 2023. As the employer's liquidator, he is aware that on the 15 July 2020, the decision was taken by the employer's directors to place the company (the employer) into voluntary winding up. The Respondent's Board was apprised that the Mauritius Investment Corporation (**MIC**) has rejected an application to provide Rs. 80 millions of funding to save the company, in particular, considering that the company was very much dependent on that loan. According to the witness, the Board felt that in line with its responsibilities as the director, it had no choice than to close down the company and appoint as liquidators himself, one Mr. Mushtaq Oosman, and one Mr. Anjeev Hurry. The company was Cash Flow Insolvent which means that there was no solution to continue operations. In referring to the Statement of Affairs of the company, the witness explained that the Book Value is the Accounting Value in the Books of the company whereas the Market Value represents the amount the directors would expect by selling the assets on the market. The deficit as at June 2022 was Rs. 237,703,984. Further, once the provisional liquidators are appointed, there is a period which is provided by the Insolvency Act for shareholders and creditors to confirm the appointment.

At the Special Meeting of shareholders on the 11 August 2022, it was confirmed that the company would be wound up. The witness referred to the proceedings where reference is made to the company being placed on winding up by the directors on 15 July 2022 given the financial state of the company and the significant loss incurred. Reference is also made to the merger with another company in 2018 and which was not beneficial. It was decided to call for an injection of Rs. 50 millions by the shareholders and employees leaving the company were not to be replaced. The company has many shareholders but the main ones that injected money were the directors themselves, Mr. Henry Pougnet and Mr. Kiat Wong as well as the ENL Group and the Currimjee Group. The company requested for Covid loans which were provided by the Mauritius Commercial Bank and the State Bank of Mauritius in December 2021 in order to maintain its operations. A restructuring plan was drawn up as from 2022 subject to an injection of an aggregate amount of Rs. 50 million and reduction of workforce so that the company can survive. In mid May

2022, an application was made to MIC for Rs. 80 millions. The Mauritius Commercial Bank and the State Bank of Mauritius were agreeable to further help the company subject to the receipts of funds from the MIC. The company was made to understand that the investment committee of the MIC approved the request and it recommended the funding proposal to its Board. However, in the beginning of July 2022, the company became aware that the application for funding was not approved. Furthermore, with the extension of Covid 19 regulation preventing reduction in the number of employees until December 2022, the company would have had to incur an additional expense of Rs. 60 millions or more excluding other operating costs and which the company could not afford to pay. The directors of the company had no other alternative than to place the company in liquidation on 15 July 2022.

With regard to ongoing projects on construction sites, namely ‘Shandrani’ and ‘Paradis’, they were very minor renovation to the tune of Rs. 10-15 millions which were 95% completed with a payment that was secured. The main duties of the liquidator is now to realise the assets and distribute its proceeds in accordance with the 4th Schedule of the Insolvency Act.

It was after negotiating with banks for an exceptional line of credit to avoid a social crisis that employees were paid up to August 2022. A job fair in collaboration with the Ministry of Labour, Human Resource Development and Training was organized for the benefit of the workers.

According to the witness, the prescribed period whereby an employer cannot dismiss an employee is not applicable where an application was made to the MIC and same was rejected. He stood advised that no notification to the Redundancy Board was necessary and therefore the issue of notice and negotiation were considered futile.

Counsel on each side reiterated the submissions they made before the Board in the above-mentioned case.

In their respective Statement of Case, the Applicants averred that they joined the Respondent, a construction company engaging, *inter alia*, in the construction of buildings and general contractors’ activities and they referred to their last posting and their monthly salary they were drawing. On the 19th July 2022, they were informed by way of letter, that their employment would be terminated with effect on 22nd August 2022 owing to the Respondent’s financial position. They were further informed that their salary would be paid on their last day at work, i.e. 22nd August

2022. They averred that they have not been notified prior to receiving the letter that they would be made redundant and no negotiation was held to that effect. They further averred that in terminating their employment in the manner described above, the Respondent has breached Sections 72(1), (1A) and (5) of the Worker's Rights Act 2019, as amended. They are therefore claiming severance allowance representing three months salary per year of service.

The Respondent filed a Statement of Case containing at the outset 4 preliminary points of law:-

- (a) Ex-facie the Statement of Case of the Applicants, the Respondent avers that at the date of this Statement of Defence, it is no longer in *provisional liquidation*;
- (b) Ex-facie the Statement of Case of the Applicants, the Applicants have failed to obtain leave of the Bankruptcy Division of the Supreme Court before initiating the present proceedings against the Respondent;
- (c) The Respondent further puts the Applicants to the proof of such leave of the Court;
- (d) In view of the fact that the Respondent is in winding up (insolvent liquidation), the Redundancy Board does not have jurisdiction to entertain the present application.

On the merits, Respondent takes note of Applicants' averments regarding their conditions of work including the last payment date at work and avers:

- The impact of Covid-19 on the business of the Respondent, which led to the Respondent ceasing operations for at least three months, and a sudden decrease in the number of construction projects being awarded to the Respondent, the Respondent faced critical financial difficulties to maintain its business. In order to pre-empt insolvency proceedings, the Respondent began exploring the possibility of restructuring its business.
- A critical aspect of the Restructuring envisaged by the Respondent centered around financial assistance from the Mauritius Investment Corporation Ltd. ('MIC'), from which the Respondent applied for financial assistance in the amount of Rs. 80 millions.
- In early July 2022, the Respondent was apprised that its application for financial assistance had not been approved by MIC.

- Hence, on 15 July 2022 at 13h 00, the directors of the Respondent resolved, *inter alia*, that:
 - (a) the Respondent could not, by reason of its liabilities, continue its business;
 - (b) pursuant to section 162 of the Companies Act, the Respondent had to be wound up and that the winding up should commence under section 137(1)(b) of the Insolvency Act 2009; and
 - (c) Messrs Mushtaq Oosman, Anjeev Hurry and Ruben Moonesawmy be appointed as joint provisional liquidators of the Respondent under section 137(4)(b) of the Insolvency Act.

- Further to the entry into winding up (insolvent liquidation), the Respondent had to cease to carry on its business, except in so far as the joint provisional liquidators required for the beneficial winding up of the Respondent.

- At a shareholders' meeting held on 11 August 2022 at 10h 30, the shareholders of the Company resolved that the Respondent be wound up, and at a creditors' meeting held on 11 August 2022, the creditors of the Company confirmed the appointment of Messrs Mushtaq Oosman, Anjeev Hurry and Ruben Moonesawmy as joint liquidators.

- The Respondent further avers that the Applicants were duly informed, *inter alia*, at a meeting held on the premises of the Respondent at Bambous on 15 July 2022, that the Respondent was placed in liquidation, and that the HR department of the Respondent would contact the then employees of the Respondent during the course of the following week regarding the termination of their employment.

- The Respondent avers that:
 - (a) The requirement to carry out negotiations pursuant to section 72(1) of the Workers' Rights Act 2019 is not applicable in the circumstances where the Respondent was placed in winding up (insolvent liquidation);
 - (b) Further to the entry in winding up (insolvent liquidation), the reduction of workforce or closing down was unavoidable and inevitable and as such, any

negotiations for the purposes of paragraphs (i) to (vi) of section 72(1) of the Workers' Rights Act, would have been futile.

- The Respondent further avers as follows:

- (a) From the commencement of its winding up (insolvent liquidation), the Respondent ceased to carry on its business, except in so far as the joint liquidators required same for the beneficial winding up of the Respondent, in accordance with the provisions of the Insolvency Act.
- (b) Further, by law, the principal duty of the joint liquidators is to realise and distribute the assets of the Respondent applying the principle of *pari passu* distribution among the creditors in satisfaction of the Respondent's *liabilities* subject to the preferences and priorities as established by the Insolvency Act.
- (c) Accordingly, the legal regime and framework set out under section 72 of the Workers' Rights Act was not intended to apply and does not find its application in the present circumstances, where the Respondent is a company placed under winding up (insolvent liquidation).
- (d) In the alternative, section 72(7) of Workers' Rights Act is a deeming provision that creates a rebuttable presumption of unjustified dismissal, reduction of workforce or closing down and this presumption has been rebutted in the circumstances, where the Respondent is a company properly placed under winding up (insolvent liquidation) whereby the said company was balance sheet insolvent and/or cash flow insolvent and hence the Applicants' dismissal or the Respondent's reduction of workforce or closing down was justified.
- (e) As from the date of entry in liquidation (insolvent liquidation), the Respondent ceased to carry on business except in so far as the joint liquidators required same for the beneficial winding up of the Respondent, and the Respondent was no longer in a position to retain its workers and pay remuneration to them as the Respondent was no longer operating.
- (f) The joint liquidators had no other alternative but to terminate the employment of the Applicants (with the required statutory notice period, which was adhered to) and proceed with the realization of the assets of the Respondent.

- The Respondent therefore moves that the present applications be dismissed with costs.

Submissions:

APPLICANTS

The essential points raised by Counsel for Applicants in his submission are the following:

- The Applicants do not have the onus of proving that the employer is one as defined in Section 72 of the Workers' Rights Act 2019. The Board is to assume that it is so and that the presumption of jurisdiction entails that the Applicants cannot be expected to plead it in a Statement of Case and to prove it.
- There is only one document showing that the shareholders of the Respondent unanimously resolved that the Respondent's company would be wound up.
- The Applicants duly obtained the leave of the Bankruptcy Division of the Supreme Court before initiating the present proceeding.
- The letter of the termination addressed to Applicants clearly states that the Applicants were made redundant for financial reasons and therefore the present matter falls squarely within the ambit of reduction of workforce. Counsel referred to the various steps that an employer ought to take in view of reducing the number of workers in his employment or closing down the enterprise.
- There is no documentary evidence emanating from the MIC showing that the application for financial assistance has not been approved and therefore Section 72(1A) (b) (II) does not apply to the Respondent in the present matter.
- Counsel further submitted that neither the Insolvency Act 2009 nor the Company Act 2001 overrides the provisions of the Workers' Rights Act 2019. While the Insolvency Act 2009 and the Company Act 2001 are general provisions pertaining to the procedures governing the company, the Workers' Rights Act 2019 contains specific provisions in relation to workers when a company is reducing workforce or closing down.
- Counsel for the Applicants made reference to the *maxim generalia specialibus non derogant*.

RESPONDENT

Counsel for the Respondent submitted that:

- The term ‘close down’ under Section 72 (1) of the Workers’ Rights Act 2019 and ‘closure of enterprise’ under Section 73 (1) of the Act (supra) do not include the winding up of a company under the Insolvency Act 2009.
- A directors resolution to voluntarily winding up a company on insolvency grounds pursuant to Section 137 (4) of the Insolvency Act indicates the inability of the company to meet its obligations and operates *de facto* as notice of dismissal of the employees.
- The decision of winding up a company being a management decision, the Redundancy Board has no jurisdiction to question the decision or interfere in any manner.
- Whilst the words ‘closing down’ and ‘closure’ have not been defined by the legislator in the Workers’ Rights Act 2019, the legislator has however defined the word ‘insolvent’ in the Act (supra) as meaning: “*being placed into receivership under administration or in liquidation*”. Counsel referred to some specific sections in the Act (supra) to the context of insolvency. It is therefore submitted that since the legislator has deliberately referred to the concept of insolvency in various sections of the Workers’ Rights Act 2019, it would have enacted likewise had it intended the Act to apply to an insolvent enterprise.
- It is further submitted that a resolution to winding up voluntarily a company operates as a dismissal of an employee.
- The Respondent has invoked the “*proviso*” under S72 (1A) (6) (II) of the Workers’ Rights Act 2019, and has demonstrated that in May 2022, it had applied for financial assistance from the MIC but the said application had not been approved. Hence, the provision laid down in that particular subsection is not applicable to the Respondent at the time it terminated the employment of the Applicants.
- It is submitted that the context of the present case is one where there was no requirement to negotiate with the worker or his representative for the purposes of S72 (1) of the Workers’ Rights Act 2019. The more so as the Respondent was no longer in a position to provide work and carry on paying a salary.
- It is submitted that S72 (7) dealing with the deeming provision is only aimed at sanctioning any non-compliance with S72 (1), (1A), (5) or (6) of the Workers’ Rights Act 2019, with a presumption of unjustified reduction of workforce or closing down. Such presumption is subject to a rebuttal.

- On the assumption the Redundancy Board concludes that it has jurisdiction to entertain the present matter, it is submitted that the closure of the Respondent was justified and therefore the present application should be set aside.

Counsel for the Respondent (Mr. A. Sookhoo) forwarded a further written submission after the case has been closed. This may not be appropriate as it may be seen as an attempt to introduce new issues which were not addressed to during the course of the hearing. Proceedings before a Court of law, albeit a quasi judicial body, is expected to be followed in an orderly manner.

Board's Considerations

Under the sub heading “sub-part III- Reduction of Workforce and Closure of Enterprises” in the Workers’ Rights Act 2019, as amended, we note that subsection (2) defines employer to be “*a person employing not less than 15 workers in an undertaking or an undertaking having an annual turnover of at least 25 million rupees*”.

The Board has to be satisfied, where reinstatement or severance allowance is sought for alleged unjustified termination of employment, that the Applicants have the necessary *locus standi* to bring such an action before the Board. It stands accordingly to reason that the onus is on the Applicants to bring sufficient proof that S72 (2) is complied with. An employee’s application cannot be entertained unless he proves that the employer falls within the ambit of Section 72 (2). Indeed, the Board is bound by its limited powers and should act only within such spheres even if it implies turning down cases which it cannot adjudicate. An Applicant cannot just sit back and leave it to the Board to assume or surmise for such evidence. We have not been impressed with the argument regarding the principle of presumed jurisdiction nor do we find any direct relevance of the Indian cases cited with regard to S72 (2) of the Workers’ Rights Act 2019, as amended.

Odgers on Civil Court Actions (1996), paragraph 7.06, bears some relevance:

“It is unnecessary to state in a pleading the principle of the common law, or to set forth the contents of a statute. Thus, law need not be pleaded to show that a plaintiff is entitled to sue upon a dishonoured bill of exchange so long as the necessary facts be alleged; and a defendant may plead simply, “the action is not maintainable without special damage and none is alleged”. But where a particular statute is relied on as the foundation of a claim or defence, the facts

necessary to bring the case within the statute should be pleaded and reference should usually be made to the section relied on”.

However, considering that the Respondent has conceded that there is sufficient indication in particular in document I showing the number of employees to exceed 15, we hold that the present application meets the requirement of S72 (2).

It is not disputed that the Respondent terminated Applicants’ employment contract on financial grounds during the prescribed period, notably the period starting 1st June 2020 (GN 183 of 2020) and ending on 31st December 2022 (GN 168 of 2022) whereby an employer was not to terminate the employment of any of his workers.

The main bone of contention is with regard to the applicability of S72 (1) of the Workers’ Rights Act 2019, as amended, to situations where companies are placed under liquidation.

S72 of the Workers’ Rights Act 2019 provides:

“72. Reduction of workforce

(1) Subject to subsection(1A) and section 72A, an employer who intends to reduce the number of workers in his employment, either temporarily or permanently, or close down his enterprise, shall notify and negotiate with–

- (a) the trade union, where there is a recognised trade union;*
- (b) (b) the trade union having a representational status, where there is no recognised trade union; or*
- (c) the workers’ representatives, elected by the workers where there is no recognised trade union or a trade union having representational status,*

to explore the possibility of avoiding the reduction of workforce or closing down by means of–

- (i) restrictions on recruitment;*
- (ii) retirement of workers who are beyond the retirement age;*
- (iii) reduction in overtime;*
- (iv) shorter working hours to cover temporary fluctuations in manpower needs;*
- (v) providing training for other work within the same undertaking; or*

(vi) redeployment of workers where the undertaking forms part of a holding company.

(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 or close down his enterprise.

(b) Paragraph (a) shall not apply to –

(i) an employer specified in section 72A; or

(ii) an employer who has applied for any of the financial assistance schemes set up by the institutions listed in the Tenth Schedule for the purpose of providing financial support to an enterprise adversely affected by the consequences of the Covid-19 virus, and his application has not been approved.

(c) In this subsection – “Covid-19 virus” means the novel Coronavirus (2019-nCov)

.....
.....

72A. Reduction of workforce in certain enterprises in the services sector

(1) The Minister may, by regulations, exempt an employer who provides services in the sectors specified in the Eleventh Schedule from the application of section 72.

.....
.....”.

The Termination of Contracts of Service Ordinance 1963 that created the Termination of Contracts of Services Board defines the ambit of the reduction of workforce in Section 8 (2) as follows: “consider whether there is a valid reason for such reduction of the employer’s workforce having regard to the operational requirements of the undertaking, establishment of service”. This section demarcated the concept of reduction of workforce by relating it to economically justified grounds i.e. operational requirements. With the introduction of the Labour Act 1975, this section had been removed. Such omission implied that both economical and non-economical reasons could be advanced before the Board.

At this juncture, it is appropriate to state that although the sub heading in the Labour Act 1975 refers only to ‘reduction of workforce’ and Section 39 of the Act (supra) does not require any

particular reason for such reduction, the Termination of Contracts of Services Board held in **Re: Louis Jimmy Tan Hoo, TCSB 253/78**

“.....Lastly, the economy and guidelines of all our labour laws promulgated since the late thirties have had for their main purpose the promotion of the interests of workers. By placing the construction suggested by counsel on the laws as it stands, great harm might be done to innocent workers by unscrupulous employers, whereas the Board’s construction entitles it to enquire into the reasons for closing down a business or concern”.

This decision shows that the Board’s jurisdiction is extended to cases relating to closing down of an enterprise.

With the closure of the Termination of Contracts of Services Board in 2008, and the repeal of the Labour Act 1975, the legal provision governing redundancy is to be found in Section 46 (5) (d) of the then newly enacted Employment Rights Act 2008, which reads:

“PART X – COMPENSATION

46. Payment of severance allowance

.....
.....

(5) Where a worker has been in continuous employment for a period of not less than 12 months with an employer, the Court may, where it finds that –

(a).....

(b).....

(c).....

(d) the grounds for the termination of agreement of a worker for economic, technological, structural or similar nature affecting the enterprise, do not constitute valid reasons, order that the worker be paid severance allowance as follows –

- (i) *for every period of 12 months of continuous employment, a sum equivalent to 3 months remuneration; and*
- (ii) *for any additional period of less than 12 months, a sum equal to one twelfth of the sum calculated under subparagraph (i) multiplied by the number of months during which the worker has been in continuous employment of the employer”.*

The above provision empowered the Permanent Secretary to enter proceedings before the Court if he is of the opinion that the worker has a *bona fide* case.

An amendment was brought to the Employment Rights Act 2008 [Part VIIIA inserted by s. 19 of Act 6 of 2013 w.e.f. 11 June 2013] whereby a new institution was created to look into redundancy matters.

“PART VIIIA – REDUCTION OF WORKFORCE AND CLOSING DOWN OF ENTERPRISE

39A. Employment Promotion and Protection Division

(1) There shall be for the purposes of this Act a division of the Tribunal which shall be known as Employment Promotion and Protection Division.

.....

.....

39B. Reduction of workforce

(1) In this section, “employer” means an employer of not less than 20 workers.

(2) An employer who intends to reduce the number of workers in his employment either temporarily or permanently or close down his enterprise shall give written notice of his intention to the Permanent Secretary, together with a statement of the reasons for the reduction of workforce or closing down, at least 30 days before the reduction or closing down, as the case may be.

(3) Notwithstanding this section, an employer shall not reduce the number of workers in his employment either temporarily or permanently, or close down his enterprise unless he has—

(a) in consultation with the trade union recognised under section 38 of the Employment Relations Act, explored the possibility of avoiding the reduction of workforce or closing down by means of—

- (i) *restrictions on recruitment;*
- (ii) *retirement of workers who are beyond the retirement age;*
- (iii) *reduction in overtime;*
- (iv) *shorter working hours to cover temporary fluctuations in manpower needs; or*
- (v) *providing training for other work within the same enterprise;*

(b) *where redundancy has become inevitable—*

- (i) *established the list of workers who are to be made redundant and the order of discharge on the basis of the principle of last in first out; and*
- (ii) *given the written notice required under subsection (2).*

.....
 ”.

We note the introduction of the words ‘*closing down of enterprise*’ both in the sub-title and in Section 39 (B) (2) of the Act.

In introducing the Workers’ Rights Act 2019 after the repeal of the Employment Rights Act 2008 as amended, the legislator retained the functions of the Termination of Contracts of Services Board and the Employment Promotion and Protection Division under the heading “Sub-Part III-Reduction of Workforce and Closure of Enterprises”. The Act set up the Redundancy Board and under Section 72 (1) “*An employer who intends to reduce the number of workers in his employment, either temporarily or permanently, or close down his enterprise, shall notify and negotiate with—*

.....
 ”.

Amendments were brought to the Act mainly due to the Covid 19 pandemic in relation to the above section where the following were introduced ‘*Subject to subsection (1A) and section 72A*’.

“(Subsection (1) amended and subsection (10) repealed and replaced by the COVID-19 (Miscellaneous Provisions) Act 2020 – Act No. 1 of 2020 w.e.f 23 March 2020)

(Subsections (1) and (10) amended, subsection (8) repealed and replaced and new subsections (1A) and (11A) inserted by the Finance (Miscellaneous Provisions) Act 2020 – Act No. 7 of 2020 w.e.f 7 August 2020)

(Subsection (1A) amended and new subsection (5A) inserted by the Finance (Miscellaneous Provisions) Act 2021 – Act No. 15 of 2021 w.e.f 5 August 2021)

(Subsections (8) to (11) repealed and replaced by the Finance (Miscellaneous Provisions) Act 2022 – Act No. 15 of 2022 w.e.f 1 July 2022”.

The wordings in Section 72 which is quite prescriptive of the procedure to follow in cases of reduction of workforce and closure of enterprise, notably *“an employer who intends to reduce the number of workers in his employment, either temporarily or permanently, or close down his enterprise, shall notify and negotiate with”* show the legislator’s intention to bring all reduction of workforce and closure of enterprise cases under one roof. There is no exception or proviso that the legislator designed or it would have clearly demonstrated it in an express provision. We find in addition that subsection (7) in Section 73 of the Act (*supra*):-

“The Redundancy Board shall deal with all cases referred to the Board under Section 72” (underlying is ours).

There is no legal definition of the word “ALL”. The Oxford dictionary defines it as- *‘the whole number....the whole amount’*.

We are reinforced in this view by the provision laid down in Section 3 (1) the Workers’ Rights Act 2019, as amended, and which provides under the sub-heading **“Application of Act”**:

“(1)Subject to subsection (2) and to any provisions to the contrary in any other enactment, this Act shall apply to every agreement”.

We take note also of the provisions in Section 72 (9) which reads: *“Where the Board finds that the reasons of the notification made under subsections (5) or (5A) are unjustified, the Board shall make an order for the employer not to reduce his workforce or close down his enterprise”*. The word “shall” may be read as imperative according to Section 5 (4) (a) of the Interpretation and General Clauses Act 1974.

In a situation of liquidation, be it a voluntary winding-up or a court-ordered one, there is nothing contrary to Section 72 of the Workers' Rights Act 2019, as amended, which is contained in the Insolvency Act 2009 (as amended) or in any other enactment, which would lend primacy to Section 72 of the Workers' Rights Act 2019, as amended, in matters governing an instance of termination of employment following a closing down of business, which is the case in a winding-up situation.

Therefore, based on the above reasoning and a strict interpretation of the various provisions, we are of the view that in case of voluntary winding-up, a liquidator (including a provisional liquidation) should comply with the provisions of Section 72 the Workers' Rights Act 2019, as amended, before terminating the employment of the workforce.

Furthermore, the Parliamentary Debates referred to us by Counsel for the Respondent clearly show that the legislator intended that all cases of reduction of workforce or closing down of enterprise are to be enquired into and scrutinized before such reduction or closing down takes place.

“Mr Deputy Speaker, Sir, let me conclude by saying that we have two Bills before us, not much new issues in these two Bills. Some have been canvassed before, be it in the 2005 Bill, be it by the amendment. Some which were there before under the Labour Act has been reintroduced like the compensation and reintegration at the TCSB, it was in the Labour Act, it was amended. Remember, hon. Jayen Cuttarree amended, this was the first amendment we brought to the Labour law to reintroduce reintegration and three months' wages in case of unfair dismissal at the TCSB. So, we are reintroducing what was present; but, unfortunately, we are not clarifying the most important, especially when we still have meeting going on, we do not know when the law could be promulgated, what will be the exact quantum agreed by amendements proposés ayant trait aux conditions de travail de notre main-d'œuvre et la panoplie de mesures en faveur des travailleurs, pour moi, cette loi propose trois mesures phares sur lesquelles je voudrais faire certains brefs commentaires, Madame la présidente. En premier lieu, le Redundancy Board, cet organisme, comme nous le voyons tous, et ceci a été dit avant moi et pour le dire d'une autre façon, est la réincarnation du Termination of Contract Service Board introduite dans nos lois passées, le Labour Act de 1975 et qui agissait comme un garde-fou pour freiner les licenciements abusifs des patrons. Il incombait sous cette loi à l'employeur d'obtenir l'aval de cette institution avant de procéder au licenciement, au reduction of his workforce. Je ne veux pas aller dans tous les details.

But what the 2008 Enactment provided was that there was no need any more for the employer to give any valid reasons to justify the laying off or the reduction of the workforce and this opened, of course, the door to abusive, indiscriminate and massive termination of employment.

Ce fut un chèque en blanc gracieusement offert au patronat de ce pays. Et il est approprié, Madame la présidente, objectivement je le dis que the law has been amended today et que les pendules ont été remises à l'heure

.....

.....

*So, therefore, Madam Speaker, the proposal for the setting up of this Redundancy Board will correct an injustice, a gross injustice meted out to thousands of employees who have been thrown on the pavement in these past years. And the Bill also provides that, besides in Section 73, for the imposition of negotiations with the trade union, that is, before the employer gives notice of the intention to reduce his workforce, of laying off his employees; the burden is on him to negotiate with the trade union when he intends to reduce the number of workers except in the case of force majeure and I will come to that in a few minutes. The employer has to notify and negotiate with the trade union to explore the possibility of reduction of workforce or closing down of his enterprise. This is now in the law. It is a structured provision in our law but, where no agreement has been reached, the employer is bound to give written notice to the Redundancy Board at least 30 days before the intended reduction or closing down. And if the reduction and closing down of enterprise are unjustified, the Board makes an order for the payment of compensation of three months remuneration per year of service". (6th National Assembly, Debate No.28 of 2019, sitting 13 August 2019 at pg 150 *ibid* pg 107 and 150).*

Business closure refers to the cessation of trading activities and business operations of a company voluntarily or by a court order. A business may be correlated with cash flow issues to run its operations and an inability to meet financial obligations. Heavy indebtedness is not the only reason which leads to the closing up of a plant. The business may also disappear when the employer decides on his own volition to delocalize its activities to look for a more competitive market. Relocation to another country may therefore take place. Conflict between key business partners and the demise of a key stakeholder may also lead to cessation of activities. As per Section 2 of the Workers' Rights Act 2019, as amended, "*insolvent means being placed into receivership, under administration or in liquidation*".

From a reading of Section 72 of the Workers' Rights Act 2019, as amended, a company which is put in liquidation would be in a no different situation to a going concerned company, in the sense that it would still have to comply with all the redundancy processes and satisfy the Redundancy Board that it has no alternative but to close down, be it temporarily or permanently. Irrespective

of what has caused a company to be in a state of liquidation, the employer at all times is under a duty to abide to the provisions of Section 72 of the Workers' Rights Act 2019, as amended. If the legislator intended to treat companies in liquidation differently, it would have listed it in the Eleventh Schedule to the Workers' Rights Act 2019, as amended. This schedule relates to Section 72A (1) which provides: *"The Minister may, by regulations, exempt an employer who provides services in the sectors specified in the Eleventh Schedule from the application of section 72"*. Needless to say that the natural consequence of an enterprise closing down inevitably leads in most cases to the selling of its assets for distribution. Liquidation gets automatically on the way during such process. It is hard to imagine the Legislator discarding liquidation cases without scrutinizing its justification as far as employees are concerned. The notification to the Board is therefore to be given when the employer (be it in liquidation or a going concern) fully satisfied all the redundancy provisions which are catered in the Workers' Rights Act 2019, as amended, and is genuinely complaint with *inter alia*, Section 72.

The liquidation process cannot prevent the Redundancy Board from exercising its functions as per Section 74 of the Act (*supra*).

"74. Functions of Board

(1) The Board shall –

- (a) subject to subsection (1A), make orders in relation to the reduction of workforce or closing down of enterprise;*
- (b) subject to subsection (1A), make such orders for requiring the attendance of any person and the production of any document as it may determine; and*
- (c) take evidence on oath, and for that purpose administer oaths.*

(1A) (a) Where a notice is given to the Board under section 72(5) or (5A), the Board may –

- (i) with a view to promoting a settlement; and*
 - (ii) with the consent of the parties, provide a conciliation or mediation service to the parties within the delay specified in section 75(8) or (9).*
- (b) The Board may, in the course of any conciliation or mediation conducted under paragraph (a), explore the possibility of –*

- (i) *the workers being reinstated by the employer or re-engaged in another enterprise;*
 - (ii) *providing training at the cost of the employer to develop their employability; or*
 - (iii) *the employer paying to the workers a compensation of not less than 15 days' remuneration for every period of 12 months of continuous employment, where the reduction is considered to be justified.*
- (c) (i) *Where the parties reach a settlement as specified in paragraph (a), an agreement shall be drawn up in writing and signed or marked by the parties and shall be enforced in the same manner as an order of the Industrial Court.*
- (ii) *The agreement shall have the same effect as an order of the Board.*
- (d) (i) *Where no agreement is reached, the Board shall continue and complete its proceedings within the delay specified in section 75(8) or such longer delay as the parties may agree.*
- (ii) *Where the Board finds that the reasons for the reduction or closing down are unjustified, the Board shall make an order in accordance with section 72(10).*
- (2) *Any person whose attendance is required under subsection (1)(b) and who –*
- (a) *fails to attend at the time and place specified in the order;*
 - (b) *refuses to answer faithfully any question put to him by the Board;*
 - (c) *gives any false or misleading information;*
 - (d) *refuses to produce a document required by the Board, shall commit an offence.*

(Subsection (1) amended and new subsection (1A) inserted by the Finance (Miscellaneous Provisions) Act 2021 – Act No. 15 of 2021 w.e.f 5 August 2021)

(Subsection (1A)(c)(i) amended by the Finance (Miscellaneous Provisions) Act 2022 – Act No. 15 of 2022 w.e.f 1 July 2022)”.

When a company is wound up voluntarily as regulated under Section 137 of the Insolvency Act 2009 as per the sixth schedule of the Act, the liquidator is empowered to carry on the business of the company to the extent necessary for the liquidation. Under the Companies Act 2001 and Insolvency Act 2009 respectively, there is no reference made to the status and liability of a company, which is wound up by order of the Court. However, when it concerns a company which

has been voluntarily wound up, Section 138 (2) of the Insolvency Act 2009 provides that- “*the corporate status and corporate powers of the company shall, notwithstanding anything in the Constitution, continue until it is dissolved*”. We therefore consider that there is no difference in the status and liability between a normal company operating its daily business activities and a company under voluntary liquidation. It therefore follows that there is nothing which prohibits an insolvent company being amenable to the proceedings before the Redundancy Board in so far as there have been express statutory provisions in the Workers’ Rights Act to cater for such category of companies to be dispensed of the process laid down under Section 72 (5) of the Act. The company under liquidation should substantiate its position on economic grounds only and comply with the provisions laid down under the Workers’ Rights Act 2019, as amended.

We take note of the provisions laid down in Sections 154 and 155 of the Insolvency Act 2009 which deal with the ‘*effect of liquidation*’ and court actions against a liquidator. These provisions addressed the powers of the directors and those of the liquidators whereby all are amenable to court’s supervisory powers, and they all remain fully accountable for their acts and doings and they provide no derogation to the legal obligations of the company as an employer. An employee may even resort to Section 155(1) in the event he or she wishes to challenge the decision of the liquidator to close down the enterprise and which pending the determination of these proceedings could become a bar to any employer under the liquidation to trigger the redundancy process pursuant to Section 72 (5) of the Workers’ Rights Act 2019, as amended. The liquidator in the present matter, Mr. Ruben Mooneesawmy, in a cavalier manner, repeatedly stressed that the Respondent going into liquidation is justified. We believe that this is fundamentally misconceived and stands from an erroneous reading of the law and is clearly fallacious. The justification to close down remains within the mandate of the Board. Whatever duty a liquidator may have under the Insolvency Act 2009, he should not negate the duty to abide by the Workers’ Rights Act 2019, as amended. When the directors power lapses following the process of winding up, such power is in the hands of the liquidator to administer the company which is the employer and as such acts as an agent of the company.

It has been argued that the decisions of the directors of the Respondent to proceed to the voluntary winding up on insolvency ground is a purely management decision motivated by their duty under Section 162 of the Companies Act 2001, to forthwith call a meeting of the Board and appoint a

liquidator when they believe that the Respondent is unable to pay its debt and consequently the Workers' Rights Act 2019, as amended, cannot apply as this would amount to interfering with the decision of the management of the Respondent to liquidate its concern. The Board is not to usurp *'le pouvoir de l'employeur'* in the management of its business concern. It is only to conclude after enquiring, whether the decision to reduce the workforce or close down the enterprise (be it in liquidation) is justified. *"Any other conclusion would compromise the policy of the legislator."* [Coprim Ltée v Yves Ménager (2006) Privy Council Appeal No.42].

While the decision remains within the province of the employer, the justification is within the mandate of the Board. It would fly in the face of properly informed logic if the Board were to exclude employer who proceeds with the liquidation process. The wordings of Section 72 (1) clearly illustrate the intention of the legislator, and it is trite law that the *"legislator does not legislate in vain"* [Curpen v The State 2008 SCJ 305].

We hold that S162 of the Act (supra) only affords to a director protection from personal liability if he or she believes the company is unable to pay its debt. Once a director calls a meeting for the appointment of an administrator or liquidator, he or she is absolved of any personal liability, irrespective of whether the Board decides to make any such appointment or not.

Two scenarios which may arise from S162 of the Act (supra):

1. An administrator or liquidator is appointed in which case the company under administration or liquidation would still be amenable to the redundancy process or,
2. No administrator or liquidator is appointed in which case the company would still be a going concern and still be amenable to a redundancy process.

We might add, parenthetically, that although this issue has not been alluded to, it appears that the Respondent may have breached Section 7 of the Covid-19 (Miscellaneous Provisions) Act 2020 which provides at paragraph (c) *"in section 162, by adding the following new subsection –(5) This section shall not apply during the COVID-19 period and such further period, as the Registrar may determine, after the COVID-19 period lapses"*. It should not have decided to wind up when Section 162 was suspended.

On a different note, various references to situations where an enterprise is insolvent are to be found in Sections 40 (2), 42, 77(b) and 101 (2) the Workers' Rights Act 2019, as amended. This shows that the legislator is well alive to circumstances where an enterprise is considered to be insolvent. However, the legislator chose not to exclude expressly liquidation process in the provision of Section 72 of the Act (supra). We therefore hold a contrary view to that of Counsel for the Respondent.

It has been submitted further that we ought to have recourse to principles laid down in cases of foreign jurisdictions notably India and England and Wales. Counsel cited **Howard engineering Co Ltd v H. Dhanasekar & anor** in which case the Madras High Court in India defines the term '*closure*'. He submitted that the word '*closure*' cannot be interpreted to include an employer going into liquidation. He further quoted **Re General Rolling Stock Co. Ltd. (Chapman's Case) L.R. 1 Eq. 316** where the English Court held that a compulsory winding up order operates as notice of dismissal to all the employees of the company. It would be useful here to refer to what our Court had to say regarding guidance from other jurisdictions. In a decision of the Industrial Court which was reviewed by the Reviewing Authority, the latter observed that it would not be right "*to apply foreign law rather than our own law to the problem at hand and thus disregard the sovereign law making powers of our Parliament as entrenched in Section 45 of our Constitution*" and more especially in the field of labour law "*where each country decides to adopt particular policies and implement them in its own law*" [**Corotex Limited (In Receivership) v. L. Boolakee & Ors 2008 SCJ 334**]. We believe that in the present matter references to foreign case law would consequently be going against the clear and unambiguous provision of Section 72 (1) of the Workers' Rights Act 2019, as amended, with a view to attempting to introduce a company's liquidation status as an exclusion in that section. The rules governing statutory interpretation provide a secondary rule used when the literal meaning of a statute is ambiguous or leads to an absurd result. However, the application of such golden rule cannot be envisaged when the language of a statute is clear and unambiguous.

With regard to the *maxim generalia specialibus non derogant*, it is submitted on behalf of the Applicants that this is applicable to the present matter. We beg to differ. We do not see conflicts among the Worker's Rights Act 2019, the Companies Act 2001 and the Insolvency Act 2009. Each one has its own specific provisions in relation to their own specific purpose. We refer to the

Authority of **Piarroux vs Goumany and Ors [1896 MR 50]** in which the Supreme Court held as follows: *“The question then is, whether there is really a case to which the maxim generalia specialibus non derogant applies. Before applying the maxim, we must, at least, be certain that it is a case to which the maxim applies, that is to say, as the maxim presupposes a conflict between two enactments, we must be satisfied that such a conflict really exists. If they can be read concurrently there is no conflict.....”*.

Counsel for Respondent further submitted on the deeming provision in Section 72 (7) of the Workers’ Rights Act 2019, as amended, which reads: *“Reduction of workforce or a closing down of an enterprise shall be deemed to be unjustified where the employer acts in breach of subsection (1), (1A), (5) or (6)”*. It is submitted that this creates a rebuttal presumption of unjustified closing down and which has been successfully rebutted. We cannot subscribe to this view. The purpose of the deeming provision is to prohibit the termination of contract of employment during a specified period where there would be no point of such deeming clause if an employer simply advances financial difficulties. We should not overlook that it was imposed during the Covid 19 period and the Wage Assistance Scheme was put at the disposal of employers to assist them in payment of salaries to employees. This deeming provision was to give effect to the policy of the legislation which consisted of saving jobs. In **R v Inland Revenue Commissioners, ex parte Commerzbank AG (1990) 1 WLR 1336**, the court considered a provision in the Income and Corporation Taxes Act 1988 that deemed certain payments to be income for tax purposes. The court held that the deeming provision was valid and that it was necessary to give effect to the underlying policy of the legislation.

Having ruled that Section 72 of the Workers’ Rights Act 2019, as amended, would include a company that is placed in liquidation, we will now deal with the application for severance allowance. The Applicants averred that they had not been notified nor had there been any negotiation prior to receiving the letter of termination. In reply to his averments, the Respondent claimed that the Applicants were duly informed that the company was placed in liquidation and the requirement to carry out negotiations is not applicable in the circumstances.

We point out that Subsection (1) in Section 72 of the Workers’ Rights Act 2019, was amended and to include “Subject to subsection (1A)”by the COVID-19 (Miscellaneous Provisions) Act 2020 – Act No. 1 of 2020 w.e.f 23 March 2020). The Subsection (1A) refers to

the prohibition of an employer to reduce his workforce or close down his enterprise during the prescribed period. It stands to reason that the Legislator could not impose a requirement of notification and negotiation when an employer is prohibited from reducing his workforce or closing down his enterprise. These compulsory requirements in Section 72 had lapsed during that prescribed period and had therefore become otiose.

It is apposite to refer to what was stated by the Board in **RE: Mrs. Naleenee Bissondyaal and Best Graphics Ltd RB/RN/173/2020 at page 6**: *“Given that subsection (1A) above prohibits the reduction of the number of workers by an employer during a specified period which has now been extended to 30th June 2021. (Government Notice 312 of 2020), the required procedure in cases of reduction of workforce has to all intents and purposes been put on hold. Save and except in cases where an agreement has been reached in relation to termination of employment for economic, financial, structural, technological or any other similar reasons, an employer is not permitted to reduce its workforce during the prescribed period. The application of subsections (1), (5) and (6) above are therefore currently suspended. We are left with only subsection (1A). Indeed, a breach of that particular section would occur when an employer reduces or terminates the employment of a worker during the prescribed period, which in the present case is extended to 30th June 2021”.*

The Respondent invoked the provisio under Section 72 (1A) (b) (ii) of the Workers’ Rights Act 2019, as amended, which reads:

“(b) Paragraph (a) shall not apply to –

.....

(ii) an employer who has applied for any of the financial assistance schemes set up by the institutions listed in the Tenth Schedule for the purpose of providing financial support to an enterprise adversely affected by the consequences of the COVID-19 virus and his application has not been approved”.

Indeed, that subsection operates as an exception to the prohibition to reduce the workforce or close down an enterprise during the prescribed time but it does not operate in the abstract. It only extends jurisdiction to the Board to adjudicate on the justification of an employer reducing his workforce or closing down his enterprise. The Respondent had not availed itself of the provision of that subsection before the Board.

The Applicants averred that in terminating their employment in the manner the Respondent did, the latter has breached also Section 72 (1A) of Workers' Rights Act 2019, as amended.

The Board finds on a balance of probabilities that the Respondent has breached Section 72 (1A) of the Act (supra) in terminating their employment contracts during the prescribed period and orders the Respondent to pay the Applicants severance allowance at the rate specified in Section 70 (1) of the Act (supra).

The computation of figures for severance allowance is not within the Board's mandate [**Batour vs Imprimerie Ideale Ltd. And Jagai vs Others 1980 SCJ 59**].

The Board orders accordingly.

SD

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Rashid Hossen
(*President*)

SD

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Christ Paddia
(*Member*)

SD

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Yashwinee Chooraman (Ms)
(*Member*)

SD

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Saveetah Deerpaul (Ms)
(*Member*)

SD

.....
Suraj Ray
(*Member*)

SD

.....
Feroze Acharauz
(*Member*)

Date: 23rd June 2023