



MALTA

COURT OF MAGISTRATES (MALTA)
MAGISTRATE DR. NADIA H. VELLA
B.A., LL.D., Dip. Trib. Eccl. Melit.

Sitting held on 7th April 2025

Application Number: 113/2022NHV

Kamila Arabe Musa
(Refcom Number 29535)

vs

Simone Bottoni
(ID14547A)

The Court:

This judgement, is being delivered in the English language after the parties had agreed that proceedings be conducted in that language¹.

Pursuant to the **application** filed before this Court on 23rd May 2022², the plaintiff requested that the respondent declares why he should not be condemned to pay the plaintiff the sum of seven thousand two hundred and fifty-six Euro and twenty-three cents (€7256.23) representing the arrears of wages, bonuses and leave which has not been availed of in the period when the applicant was in employment with the

¹ As per minutes of the sitting of the 20th July 2022, at fol. 6;

² Filed in the Maltese language, translated here by this Court; fol. 1 and attached document at fol. 2 and 3;

respondent. The plaintiff also claimed the costs of the present proceedings, as well as those of the garnishee order filed concurrently with the present proceedings and judicial letter number 811/22 and interests. The defendant was summoned to appear in demand for reference to his oath.

In virtue of the decree dated 06th June 2022, the Court appointed the application for **hearing** for the sitting held on 20th July 2022.³

Having seen that the parties were **duly served** with the application and the date for hearing.⁴

Having seen that this case was **assigned** to this Court as presided in virtue of the decree dated 2nd February 2024, effective as from 19th February 2024.

Having seen the **reply** filed by the respondent on the 19th July 2022⁵ whereby the following pleas were presented:

“1. Illi preliminarjament, l-esponenti jeċċepixxi lil-attriċi Kamila Arobe Musa dejjem tħallset ta' xogħolha u għaldaqstant l-ammont pretiż minnha m'huwix dovut;

2. Illi mingħajr preġudizzju għas-suespost, l-attriċi diġa' intavolat proċeduri kriminali kontra l-esponenti fejn qed titlob l-istess rimedji bħal dawk li qed tagħmel fil-kawża odjerna, u ċioè ordni mill-Qorti sabiex il-konvenut jiġi kkundannat iħallas is-somma pretiża mill-attriċi u għaldaqstant l-attriċi għandha tirregola ruħha dwar liema azzjoni sejra tmexxi l-quddiem għaliex parti ma' tistax titlob l-istess rimedju minn żewġ proċeduri separati u distinti b'rispett lejn il-prinċipju ta' non cumul,

Salv eċċezzjonijiet ulterjuri.

Bl-ispejjeż kontra l-attriċi li qed tiġi minn issa ngunta in subizzjoni.”⁶

³ Fol. 4;

⁴ Fol. 23;

⁵ Also filed in the Maltese Language, fol. 8;

⁶ Reply as filed *verbatim*

Having seen that the Court, in virtue of its decree delivered *seduta stante* on the 20th July 2022⁷, rejected the second plea, and declared that the elements of required for the plea of *lis alibi pendens* do not subsist, and ordered the continuation of the case.

The Court refers to the submission presented by the defendant during the sitting held on 08th February 2023⁸ that the applicant appears to be requesting the same remedy both in criminal proceedings and in civil proceedings, and that on the basis of the principle of *selecta una via non datur recursus ad alteram*, she is to decide which proceedings to pursue.

Having seen the note of submissions filed by the applicant⁹ (in the Maltese language) whereby it was submitted that in the criminal proceedings for the refund of the amounts being claimed to take place, there must be a specific request by the prosecution as per Article 45(1) and (2) of Chapter 452 of the Laws of Malta. Furthermore, the civil proceedings are independent from criminal proceedings and the level of proof required differs one from another. It was declared that should the criminal proceedings order the defendant to pay the claimed amounts, the plaintiff will withdraw these proceedings as the merits would have been decided upon; if this Court were to declare these amounts to be due, the plaintiff would inform the prosecuting officer not to insist on the refund of the claimed amounts.

Having seen the evidence put forward by the plaintiff, namely her own testimony presented in virtue of an affidavit,¹⁰ wherein she stated that she had started working with Simone Bottoni on the 24th February 2020 (prior to which she was a trainee) until 21st October 2020 as a waitress at the restaurant called El Corsaro in Wied iz-Zurrieq. She presented a draft unsigned employment contract which she refused to sign,¹¹ as she explains that she asked for an indefinite contract as she was already working 63 hours a week. She testified that the agreed salary was of €5.28 per hour, however issues arose with payments of her salary around 17th March 2020.

The claimant stated that she is owed EUR7,256.23, as per document drawn up by Ivan Camilleri from the Department of Industrial and Employment Relations (DIER),¹² based on information the Department received from the claimant. Musa stated that criminal proceedings were instituted by the DIER which case was being heard before

⁷ fol. 6;

⁸ Fol. 30 and 31;

⁹ Fol. 47 and 48;

¹⁰ Filed by means of a note on 7th November 2022, a fol 13;

¹¹ Fol. 14 to 16;

¹² Fol. 17 and 18;

the Court of Magistrates as a Court of Criminal Judicature. She confirmed that she never received a bonus, nor worked over-time nor extra pay on weekends. The claimant states that apart from her work as a waitress at the restaurant, during the COVID-19 lockdown, during the period from 17th March 2020 till the end of June 2020 Bottoni requested her to work for him at his house and on his boat. She stated that she tried to resign via a written resignation letter dated 02nd October 2020, however she states that he refused her request as he told her that he cannot find employees.¹³

Claimant testified that there were occasions where defendant used to get violent however she never spoke up or filed reports out of fear of losing her job. She claimed that she filed a police report at the Żurrieq Police Station to report that Bottoni had physically assaulted her, and that was the last time she worked for Simone Bottoni.¹⁴

Having read the testimony of Evan Camilleri¹⁵ who testified that he was assigned a case through DIER to investigate and advise the Department regarding termination of employment. He referred to a declaration which he had written and signed by the applicant Musa,¹⁶ wherein she was claiming that she started working with Mr Simone Bottoni from 24th February 2020 as a waitress and then from the period of 24th February 2020 until 16th March 2020, she had informed Camilleri that she received payment of €600, and on the 17th March 2020 the restaurant closed due to the Covid pandemic. As per the said declaration, Musa claimed that from the period between the 17th March 2020 to end of June 2020, the restaurant was closed but there were times where she was working from 9:00am till 3:00pm¹⁷ helping with cleaning and taking take away orders. He stated that during this period, she declared that she did not receive any payments. As per this declaration when the restaurant re-opened in July 2020 she used to work ten (10) hours daily from Tuesday to Sunday, holidays included; she was not allowed to take a break, partly because she was not permitted by her employer and who insisted that breaks were not allowed. For the months of July, August and September 2020, she told the witness that she received €600 euros for each month. For the month of September 2020, the claimant had informed Camilleri that she received an extra €200 since she spent the whole week running the restaurant by herself in the absence of Mr Bottoni. As per Musa's declaration she was always paid in cash, and she received some payslips, however she stated that neither the hours worked nor the payments shown on the payslips were correct. Camilleri stated that Musa also declared that she never took any vacation leave during the employment period, nor received any bonuses, statutory bonus and weekly

¹³ The Court notes that this letter was not presented in the acts of the case;

¹⁴ The Court notes that even hereinmentioned reports were not presented in the acts of the case;

¹⁵ Fol. 32 to 37;

¹⁶ Doc. EC1 at fol. 38 and 39;

¹⁷ not every day but 'at times' for 17.03.2020 to 30.06.2020;

allowance, and that during this period, she used to do some extra work at the private residence of Mr Bottoni and on his private boat and she was not paid.

The witness then explained that he computed the amounts which were due to Musa for her during the employment period based on the information provided to him by the claimant, and he presented a document showing these calculations.¹⁸ He stated that the hourly rate of €5.28 that he used as basis for his calculations was taken from an unsigned contract of employment.¹⁹

When cross-examined, the witness Camilleri confirmed that he acted on the information that was provided to him by the claimant, and that he did not carry out any independent verification of what was alleged. The witness explained that when the DIER receives a complaint a claim letter is issued and is sent to the employer, in this case it was sent by email and by registered mail, and the employer is invited to either settle the outstanding amounts or furnish the Department with his version of the events. He stated that there are established timeframes, and in this case the Department did not receive any correspondence. The witness stated that he never saw any letters sent on behalf of the respondent, and confirmed that he saw payslips of the claimant on the DIER system. He confirmed that he did not verify any of the facts which the claimant was making by any other means.

During the sitting held on 08th February 2023,²⁰ the plaintiff declared that it has no further evidence to produce.

Having seen the additional documentation presented by the applicant, following authorisation of the Court given in the sitting of the 17th July 2023, with various exchanges of messages, declared as being messages between the parties of the case²¹.

Having seen the **evidence brought forward by the respondent**, namely a copy of the acts of the proceedings Il-Pulizija vs. Simone Bottoni by virtue of a note filed on 29th May 2023²², which acts include an email sent by Bernice Borg – Manager Client Accounting from KFI – Chartered Certified Accountants, indicating the payments for

¹⁸ Document EC2 at fol 40 and 41;

¹⁹ Document EC3 at fol. 42 to 46

²⁰ See minutes of sitting, at fol. 30 and 31;

²¹ Fol. 105 to 125;

²² Fol. 50 to 101;

wages by Bottoni to Musa²³, copies of messages exchanged between Musa and Bottoni²⁴, payslips for period 16.06.2020 to 15.09.2020²⁵, workings of DIER²⁶;

Having seen the testimony on oath given viva voce by the plaintiff in cross-examination during the sitting held on 17th July 2023²⁷, wherein she confirmed that she has written knowledge of the English language. The applicant said that she started to work as dishwasher then Bottoni asked her to carry out duties of waitress, then she was asked to help in the kitchen, clean and carry other duties. She confirmed that she did not want to sign the draft contract as she wanted a full-time indefinite contract. She stated that she asked Bottoni for a contract as he did not have any contracts in place with his employees, it was her social worker that gave her the letter for the respondent to sign to apply for a work permit. She explained that Bottoni had applied for a work permit on part-time basis when in fact she was working for more hours and paid more. She claimed that this was being done for Bottoni to pay less taxes and not declare all the wage.

The applicant stated that she applied for her work permit. She declared that the agreed wage was of €5 per hour, however Bottoni was paying her €150 a week, even though she was working over 14 hours a day and six days a week. She worked with Bottoni from February to October 2021. When confronted with the question as to why she went to work despite not being paid, she stated that the shop was only operating as take-away due to Covid restrictions as from March 2020, and then she was cleaning Bottoni's boat and his house as an extra job, and all these payments were undeclared. When referred to the payslips the applicant stated that they are not correct, as they do not reflect the amounts she was working and being paid, neither that she worked on full-time basis, with more than 14 hours in one day.

The applicant confirmed that she worked in a restaurant and she goes to the place at around 9am before it is open for clients to clean, then the restaurant is open for lunch at 12:30pm and closes at around 4:00pm or 5:00pm for around 2 hours, they clean the restaurant, and then they prepare for the evening. She stated that there were bookings every day, and that the restaurant does not open on Mondays. The applicant confirmed that she used to clean Bottoni's house and boat during the Covid period and stated that she went to clean three times a week from noon for 6 hours.

²³ Fol. 85 and 86;

²⁴ Fol. 54 to 62;

²⁵ Fol. 63 to 66;

²⁶ Fol. 75 and 76;

²⁷ Fol. 127 to 140;

She confirmed that when Bottoni went with the boat she went with him and his friends to help and to clean the boat after they return.

When confronted with the chats presented at fol. 43 et seq, the applicant stated that she had agreed with Bottoni to buy her a mobile phone from Italy and deduct the price from her wage. She referred to a picture of a bicycle and explained that he had showed her the photo, but he never bought her the bike nor the phone. She objected to the suggestion that she changed her employment because she and Bottoni disagreed on their relationship on a personal level, but rather because he was shouting at her in front of clients. She confirmed that she is a refugee in Malta and is assisted by a social worker from AWAS named Rico.

Having seen the testimony under oath of **Simone Bottoni**²⁸ wherein he stated that Musa was employed in his restaurant as dishwasher and other activities related to the restaurant. He explained that the wages were calculated by his accountant, Kevin Farrugia, who also prepared the payslips. He confirmed that he paid according to these payslips. When referred to Doc SB3²⁹ he confirmed that these are replies he received from his accountant. He stated that he had a good relationship with Musa, and he used to take her home to Hal Far or pay for her taxi after work. He testified that she had asked him to buy an Iphone and a scooter.

The respondent stated that when she was employed with him, the shop had to be closed due to Covid, and since she had prepared the documents he had asked her to go to his residence to carry out the domestic things and he will pay her. He stated that she was never employed nor deployed to clean the boat, but rather that she went out with him and others on the boat and after they cleaned the boat together.³⁰ He declared that he used to pay her a flat rate of €30, €40 to clean his place in Żurrieq at €10 an hour. He stated that she used to go once or twice a month at Żurrieq, as he lives alone and used to eat at the restaurant. The respondent insisted that he always paid her when she went to clean at his place. When questioned about the tone of familiarity in the messages, he stated that he always took care of his employees and maybe there was a misunderstanding.

Bottoni confirmed that he had filed an application for the renewal of the work permit at the end of her contract and was subsequently informed that there was another parallel application made by the plaintiff herself, and therefore his application could not be processed. He objected to there being any complaints by Musa for payment,

²⁸ Testimony given on the 15th November 2023, fol. 145 et seq;

²⁹ Fol. 85 to 87;

³⁰ Fol. 153 and 154 – photos presented by respondent of different people at sea;

and confirmed that he had sent a message to Musa that he was going to pay at the end of the month and then leave the job.

During the sitting held on 17th May 2024,³¹ the respondent declared that he had no further evidence to produce.

Having seen that the Court authorised the Parties to present their respective final submissions in writing.³²

Having seen the note of final submissions filed by the plaintiff³³ and that filed by the respondent³⁴ (both filed in the Maltese language notwithstanding that these proceedings were being heard in the English language following the request of the parties).

Having seen that the case was adjourned for the delivery of the judgement.³⁵

Considered:

This case relates to the claim for payment of sums representing wages, bonus and unavailed leave allowance following resignation on 22nd October 2020 of the applicant from her employment with the respondent.

The Court notes that the applicant presented her testimony and that of the representative of the Departments of Industrial and Employment Relations and based her action on the workings of the said Department which workings drawn up on her declarations; whereas, the respondent raised two pleas, the first being that: applicant was always paid for the work she carried out during her term of employment with the respondent, and the second plea stating that: the applicant filed other proceedings that relate to the same claim.

The second plea was rejected by this Court presided by a different Magistrate in virtue of the Court decree delivered during the sitting held on 20th July 2022³⁶, therefore, this Court will proceed with considering the claim raised by the applicant and the first

³¹ fol. 156;

³² fol. 156;

³³ Filed on the 2nd December 2024; fol. 158 to 160;

³⁴ Filed on the 20th February 2025; fol. 164 to 178;

³⁵ fol. 157;

³⁶ fol. 6 and 7;

plea raised by the defendant that the plaintiff was paid for the work she had carried out, and therefore the amount being claimed is not due.³⁷

Having seen that despite that the respondent referred to the principle of *electa una via non datur recursus ad alteram* during the sitting held on 8th February 2023³⁸, the respondent did not request that this principle is raised as an additional plea, and therefore, this Court will not consider this principle as an additional plea.

Having seen the note of submissions of the applicant wherein she referred to the first plea, which was already decided upon by this Court, and to her testimony and that of the representative of the DIER.

Having seen that the respondent in his note of submissions, referred to the principle that *incumbit probatio qui dicit non qui negat*, and with reference to jurisprudence claimed that “*il-parti attriċi għandha l-obbligu li tipprova kif imiss il-premessi għat-talbiet tagħha b'mod li, jekk tonqos li tagħmel dan iwassal għall-ħelsien tal-parti mħarrka.*”³⁹

The Court notes the diverging evidence presented by the parties to the case, wherein the applicant emphasises that she worked very long hours, and not paid for the work she carried out, nor for the statutory bonuses and vacation leave,⁴⁰ whereas the respondent stated that he paid the applicant for all the work she carried out, and presented the explanations of payment as provided by his accountant.⁴¹

The Court notes, that the claim being put forward was calculated by the Department of Industrial and Employment Relations following a report lodged by the claimant and calculated by the Department based on the information given to it by the claimant herself. It is noted that the Department did not carry out further investigations, and proceeded with instituting the criminal action against Bottone as he failed to reply to the Department's correspondence within the specified time-frame.⁴²

The Court furthermore, notes that although the respondent presented a copy of an email drawn up by his accountant, indicating the payments and compensation paid he paid to Musa during her term of employment, he did not produce the said

³⁷ Verbatim - “*L-esponenti jeċċepixxi li l-attriċi Kamila Arobe Musa dejjem tħallset ta' xogħolha u għaldaqstant l-ammont pretiż minnha mhuwiex dovut;*”

³⁸ fol. 31;

³⁹ Judgement 2650/1999/JRM - Chef Choice Limited vs. Raymond Galea et., delivered by the First Hall Civil Court on 26.09.2013;

⁴⁰ Breakdown and workings of the claim, fol. 17 and 18;

⁴¹ Explanation given by email from Bernice Borg (Manager – KFI Accounting), fol 85 and 86;

⁴² Letter sent to Il Corsaro Restaurantino, dated 10th September 2021, fol. 2 and 3;

accountant as his witness to give her testimony in this case, nor did he submit any evidence showing that the said correspondence was in fact sent to the Department, even in the light that the Department's representative testified that *"with (sic!) did not receive any correspondence"*⁴³; when asked in cross-examination if he had ever seen the letter his reply was, *"No. I never saw it."*⁴⁴; as well as the report drawn up by DIER⁴⁵ indicates that *"no communication was received from the employer."*

Given the two diverging positions of the Parties in this case, this Court refers to the teaching of the First Hall Civil Court, *"il-Qorti tibda billi tirrileva li trattandosi ta' żewġ verżjonijiet konfliġġjenti, ikollha tirreferi u toqgħod mhux biss fuq id-depożizzjonijiet kontrastanti mogħtijin mill-partijiet imma testendi l-indaġni tagħha fuq il-provi dokumentali u / jew indizjarji li għandhom iwassluha għas-soluzzjoni ġusta tal-vertenza."*⁴⁶

Furthermore, the Court refers to the decision of the Court of Appeal (Inferior Jurisdiction) delivered on 17th March 2003, in the names Enrico Camilleri vs. Martin Borg wherein it was held: *"...kif paċifikament akkolt fil-ġurisprudenza tagħna l-ġudikant, fil-kamp ċivili, għandu jiddeciedi fuq il-provi li jkollu quddiemu, meta dawn jinduċu fih dik iċ-ċertezza morali li kull tribunal għandu jfittex, u mhux fuq sempliċi possibilitajiet; imma dik iċ-ċertezza morali hija bizzejjed, bħala li hija bazata fuq il-preponderanza tal-probabilitajiet"*.

The Court refers to the teachings of the Court of Appeal, *"Illi huwa ghalhekk l-attur li jrid jipprova l-fatti minnu premissi w allegati."*⁴⁷; as well as *"f'kawza ċivili bizzejjed li jkun hemm 'moral certainty', ċertezza morali f'moħħ il-ġudikant iżda mhux bizzejjed li jkun hemm 'a mere possibility'. Din iċ-ċertezza morali għandha tiġi bbażata fuq fatti ppruvati bi provi espressi u fuq l-inferenzi li naturalment u probabilmment jemerġu minn dawn il-fatti. Iċ-ċertezza morali, rikjesta f'kawza ċivili, hija l-effett tal-'balance of probabilities'*⁴⁸.

In this present case, all the evidence brought forward confirms that Musa was indeed employed with Bottoni to carry out work in the restaurant Il Corsaro, at the time when

⁴³ Fol. 35;

⁴⁴ Fol. 36;

⁴⁵ Fol. 71;

⁴⁶ John Pace għan-nom u in rappreżentanza tas-socjetà Accent Clear Traders Co. Ltd. vs. Kenward Cole għan-nom u in rappreżentanza tas-socjetà H.P. Cole Limited, First Hall Civil Court, delivered on 26th February 2001, 221/95JF;

⁴⁷ JAC Steel Ltd vs. L-Awtorità tal-Ippjanar, Court of Appeal (Inferior Jurisdiction), delivered on 31st January 2024, 37/2023/MC;

⁴⁸ Paul Vassallo et. vs. Carmelo Pace, Court of Appeal (Inferior Jurisdiction), delivered on 5th March 1986 (Vol. LXX.ii.143);

there were restrictions on restaurants during COVID-19 pandemic (from February 2020 to October 2020).

The Court notes the difficulty in communication between the Parties, that results very clearly from the copies of the exchange of messages that were presented by both parties; with most of the messages being almost unintelligible.

The Court refers to the workings of the Department of Industrial and Employment Relations, based on the information provided to the Department by the claimant, which indicate amounts being claimed for the same period with the same description.⁴⁹ Particular emphasis is placed on the entries indicated as 'Basic Wage' relative for the periods 17/03/2020 to 30/06/2020, 01/07/2020 to 31/07/2020, 01/08/2020 to 31/08/2020, 01/09/2020 to 30/09/2020, 01/10/2020 to 21/10/2020, which periods were also included in the last entry covering period 01/02/2020 to 21/10/2020. There is no explanation as to the number of hours worked during each month, and how these amounts were calculated, apart from the reference to the hourly rate of €5.28. The document does not indicate whether this amount is gross hourly rate, the number of hours being paid as over-time rate, any possible deductions such as tax on income.

The Court notes that the claimant did not present clear evidence as to her roster and the tasks and work she carried out during her employment with Bottoni, she mentions a total number of hours and did not present time-sheets to support her claim. She states that she worked fourteen hours a day six days a week during all the time she was in Bottoni's employment, however the Court is not morally convinced that the claimant worked for all these hours at the time when restaurants were shut⁵⁰ and not allowed to open and serve their patrons. Furthermore, the Court also notes that in her declaration made to the DIER, the claimant stated that when the restaurant opened again in July 2020 she worked for ten hours daily from Tuesday to Sunday.

The Court also refers to another declaration of the claimant⁵¹ presented by Evan Camilleri in the acts of the criminal proceedings as presented in these proceedings by the respondent, wherein it is indicated that Kamila Musa is claiming for compensation of 63 hours of work from February to October 2020.

⁴⁹ In the acts, at fol 2 and 3, 17 and 18, 40 and 41, 68 and 69;

⁵⁰ The claimant in her declaration to the DIER fol. 72, the restaurant was closed on 17th March 2020, and opened in July 2020.

⁵¹ Fol. 74;

Furthermore, the Court also notes the time-lag between the date of resignation from employment being 21st October 2020 and the date when this matter was referred to the Department of Industrial Relations and Employment which is 23rd April 2021.⁵²

The Court considered the testimony of Bottoni and his claim that Musa was paid for the work she carried out by presenting the payslips for the period from 15th June 2020 to 16th September 2020. The Court notes that all the sheets indicate “Hours Worked: 88.00” despite the fact that the payslips for the month of June and of September 2020 are for 2 weeks, whereas the payslips for the month of July and for that of August 2020 are for the whole month. The Court notes that Bottoni was not cross-examined.

The Court considered the note of submissions at fol 47 and 48 filed by the claimant wherein she stated that she will withdraw either these proceedings should the criminal court order the respondent to pay the claimed amount, or request the prosecution in the criminal proceedings not to request the payment of the claimed amount should this Court order the respondent to pay the claimed amount.⁵³

The Claimant is basing her claim on the statement of account as drawn up by DIER following her complaint and declarations made to the said Department. The Claimant did not present any documentary evidence nor witnesses in support of the hours she is claiming to have worked, but merely relied on her personal declaration, which the Court notices that the Claimant herself was not consistent - sometimes stating that it was for 6 hours (from 17.03.2020 to 30.06.2020) and for 10 hours (from July, August and September 2020) at fol. 38, other instances she states for 14 hours at fol. 129; and in the declaration at fol. 74 that Bottoni did not pay her for 63 hours.

The amount being claimed by Musa also includes a claim for vacation leave not availed of, based on the fact that payslips for the period from 16th June to 16th September 2020 show that none of the statutory given leave dates were availed of in those months, the Court shall consider that Musa is owed 48 hours of unavailed of leave allowance.

The Court, based on the above considerations, is not morally convinced that the claimant should receive all the amount being claimed. Neither is it morally convinced that the respondent did actually pay all amounts owed to Musa.

⁵² Fol. 18;

⁵³ At no point during the hearing of the case, was the Court informed of the outcome of the criminal proceedings, nor given information about the status of the criminal proceedings;

Therefore, based on the principle that *omnia labor optat premium* and on the evidence brought before it by both parties, it is hereby, liquidating the sum of **€640.41** in favour of the Claimant, representing:

- pro-rata March 2020 bonus for period from 24.02.2020 (date of commencement of employment) to 31.03.2020 - €16.78,
- balance of June 2020 bonus for period from 01.04.2020 to 30.06.2020 (deducted the €10.45 paid as per payslip⁵⁴) - €29.37;
- balance of September 2020 bonus for period from 01.07.2020 to 16.09.2020 (deducted €70.57 paid as per payslip⁵⁵) - €8.18;
- unavailed of leave allowance – for 16.06.2020 to 16.09.2020 – calculated to be 48 hours at €5.28 per hours - €253.44;
- the claimed 63 hours of unpaid wages in terms of Musa's declaration⁵⁶ - €332.64;

Decides

In view of the considerations above, the Court partially upholds the claim raised by the Claimant, and hereby orders the defendant to pay the claimant the sum of **six hundred and forty Euro and forty one cents (€640.41)**, and rejects the plea raised by the respondent in so far as it contradicts the amount being liquidated by this Court, with legal interest to be calculated from the date of the notification of the respondent with the judicial letter numbered 811/2022 until the date of the effective payment.

With costs of the present proceedings as well as the costs of the garnishee order filed concurrently and the judicial letter numbered 811/2022, to be borne equally by the Parties.

Dr. Nadia H. Vella
Magistrate

Naomi Bonello
Deputy Registrar

⁵⁴ Fol. 66;

⁵⁵ Fol. 63;

⁵⁶ Fol. 74;