

Title:

Enrique Y. Sagun vs. ANZ Global Services and Operations (Manila), Inc., Gay Cruzada, and Paula Alcaraz (2015)

Facts:

Enrique Y. Sagun (Petitioner) was an employee at Hongkong and Shanghai Banking Corporation Electronic Data Processing (Philippines), Inc. (HSBC-EDPI) when he applied online for a position at ANZ Global Services and Operations (Manila), Inc. (Respondent ANZ). He was offered and accepted a position, contingent on satisfactory pre-employment screening results, particularly police and background checks.

Petitioner resigned from HSBC-EDPI on June 11, 2011, complied with pre-employment requirements, and was due to start at ANZ not later than July 11, 2011. However, on the said start date, ANZ withdrew the offer due to alleged discrepancies in Petitioner's application documents and background check, particularly referencing his work tenure and termination at Siemens.

Procedurally, Petitioner challenged this withdrawal by filing a complaint for illegal dismissal with money claims against ANZ, Gay Cruzada, and Paula Alcaraz (collectively, Respondents) before the NLRC. Respondents countered on jurisdictional grounds, citing the absence of employer-employee relations, pulling out the conditional job offer due to misrepresentations made by Petitioner.

The Labor Arbiter (LA) dismissed the complaint, pointing to a valid withdrawal of the employment offer. Petitioner appealed to the NLRC, which affirmed the LA's decision and upon a denied motion for reconsideration, elevated the case to the Court of Appeals (CA) via a petition for certiorari. The CA upheld the NLRC's ruling and distinguished between contract perfection and the commencement of an employer-employee relationship. A subsequent motion for reconsideration by the Petitioner was denied by the CA.

Issues:

The legal issues raised are:

1. Whether or not there existed an employer-employee relationship between Petitioner and Respondent ANZ.
2. Whether or not the NLRC had jurisdiction over the case.

Court's Decision:

The Supreme Court denied the petition and affirmed the CA's decision. It ruled that

although there was a perfected employment contract, the commencement of employer-employee relations was conditional on satisfactory background checks, and Petitioner's failure to meet such conditions meant no such relationship was established. The Court differentiated between contract perfection and consummation, highlighting that while a contract may exist, its obligations, if dependent on a suspensive condition, may remain unenforced pending fulfillment.

Doctrine:

This case reiterates the doctrine that an employer-employee relationship is conditional upon compliance with terms, such as background checks, and without which, no such relationship or obligations exist.

Class Notes:

- A perfected contract does not equate to an employer-employee relationship when conditions such as satisfactory background checks are unmet.
- Jurisdiction of the NLRC is not limited to claims arising from an existing employer-employee relationship.
- Offers of employment containing suspensive conditions render obligations unenforceable until fulfillment (Article 1181, Civil Code).

Historical Background:

This case reflects the rigorous compliance standards in employment within the Philippine banking industry, underscoring due diligence and integrity checks as essential to establishing and maintaining employer-employee relationships, particularly when handling sensitive financial operations.