

****Title:**** Perfecto M. Pascua v. Bankwise, Inc. and Philippine Veterans Bank, G.R. Nos. 191460 & 191464, Consolidated Petitions for Review

****Facts:****

1. Perfecto M. Pascua was employed by Bankwise, Inc. as Executive Vice President for Marketing on July 1, 2002.
2. On September 29, 2004, Philippine Veterans Bank (PVB) and Bankwise entered into a Memorandum of Agreement for the purchase of Bankwise's entire outstanding capital stock.
3. By January 12, 2005, PVB allegedly assumed full control and management of Bankwise, including electing new directors and officers.
4. Pascua was reassigned to the Special Accounts Unit with unclear duties.
5. On February 3, 2005, Roberto A. Buhain, President of Bankwise, informed Pascua that he should tender his resignation as part of the merger agreement and assured him of payment of his money claims.
6. Pascua wrote a letter on February 7, 2005, requesting to stay until the end of the year.
7. Vicente Campa, a Bankwise director, further insisted Pascua tender his resignation and assured him of continued service with PVB.
8. Pascua tendered his resignation on February 22, 2005, and sought the payment of his claims thereafter.
9. Pascua's resignation was accepted on March 8, 2005, effective March 31, 2005.
10. Pascua's extension request was denied, and despite assurances, his monetary claims remained unpaid, prompting him to file a complaint.
11. The complaint included claims for constructive dismissal, non-payment of various compensations, and damages.
12. The Labor Arbiter dismissed the complaint on November 25, 2005.
13. On appeal, the National Labor Relations Commission (NLRC) found Pascua was constructively dismissed and ordered payment of back wages, separation pay, and attorney's fees.
14. Both Bankwise and PVB sought reconsideration, which the NLRC denied only explicitly mentioning PVB.
15. PVB filed a Petition for Certiorari before the Court of Appeals (CA).
16. During the pendency, Bankwise was placed under receivership by the Bangko Sentral ng Pilipinas for insolvency.
17. The CA affirmed the NLRC's findings of constructive dismissal but held only Bankwise liable, absolving PVB.
18. Both Pascua and Bankwise filed Motions for Reconsideration which were denied.

19. Pascua and Bankwise subsequently filed separate Petitions for Review on Certiorari before the Supreme Court, which were consolidated.

****Issues:****

1. Whether or not Pascua was constructively dismissed.
2. If Pascua was constructively dismissed, whether or not PVB should be solidarily liable with Bankwise for his monetary claims.
3. Whether the NLRC's March 14, 2008, Resolution also resolved Bankwise's Motion for Reconsideration, making the decision final.

****Court's Decision:****

1. ****On Constructive Dismissal:****

- The Court concluded that Pascua was not constructively dismissed. It found that Pascua's resignation was voluntary and unconditionally submitted. Pascua was aware of the implications, and there was no substantial evidence to prove that his resignation was forced or under compulsion.

2. ****Solidary Liability of PVB:****

- Given the finding that Pascua voluntarily resigned, the issue of PVB's solidary liability with Bankwise for Pascua's monetary claims became moot. The Court did not need to address whether PVB should be held liable.

3. ****Finality of NLRC Decision:****

- The Court addressed the procedural error in the NLRC's March 14, 2008 Resolution, concluding that despite the error, NC had already remanded the records to the Labor Arbiter, treating it as final and executory against all parties, including Bankwise.

****Doctrine:****

1. ****Constructive Dismissal:**** An employee who tenders an unconditional and categorical resignation with awareness and acceptance of its implications cannot claim constructive dismissal.

2. ****Voluntary Resignation:**** Voluntary resignation is when an employee chooses to resign with full knowledge of the consequences, without duress or coercion.

****Class Notes:****

- ****Constructive Dismissal:**** When resignation is involuntary due to employer coercion or creating intolerable work conditions (Refer: *Fuji Television Network v. Espiritu*, 2014).

- ****Voluntary Resignation:**** Requires unconditional resignation by an employee,

knowledgeable of its implications (Refer: Nationwide Security and Allied Services, Inc. v. Valderama, 2011).

****Historical Background:****

The case arose during a period of corporate acquisition where PVB sought to acquire Bankwise. This corporate restructuring frequently involves significant shifts in employment, leading to legal disputes over employment conditions, as illustrated in this case. Additionally, the PVB's subsequent insolvency proceedings with Bankwise underscored underlying financial instabilities common to such corporate transactions in the early 2000s Philippines.