

Periquet v. National Labor Relations Commission and Philippine National Construction Corporation (264 Phil. 1115)

Facts:

Corazon Periquet, a toll collector for the Construction Development Corporation of the Philippines (CDCP), was dismissed for willful breach of trust and unauthorized possession of toll tickets found in her purse during a surprise inspection. Periquet claimed she was framed and filed a complaint for illegal dismissal, which was sustained by the labor arbiter. The labor arbiter ordered her reinstatement and full back wages. This decision was affirmed by the National Labor Relations Commission (NLRC).

However, nearly nine years after the decision, Periquet filed a motion for a writ of execution. The executive labor arbiter granted the motion and garnished the sum of P205,207.42 from the CDCP. The CDCP appealed, and the NLRC set aside the execution order, holding that it was time-barred. Periquet had allegedly signed two quitclaims acknowledging full settlements and waiving her right to reinstatement, which the NLRC found valid.

Issues:

1. Whether the motion for execution was filed within the prescribed period.
2. Whether the quitclaims signed by Periquet were valid.
3. Whether Periquet was entitled to the execution of the full back wages as ordered by the labor arbiter.
4. Whether the petitioner's claims for back pay beyond three years were valid.
5. The requirement of a supersedeas bond by the respondent.

Court's Decision:

1. Timeliness of Motion for Execution:

The Supreme Court ruled that the motion for execution was time-barred, having been filed beyond the five-year period prescribed by the Rules of Court and the Labor Code. The petitioner's reliance on exceptions to this rule was unfounded as the delay was due to her own actions, not the respondent's obstruction.

2. Validity of Quitclaims:

The quitclaims signed by Periquet in exchange for a settlement were upheld as valid. The court emphasized that waivers and quitclaims are binding if voluntarily entered into and reasonable. Periquet's arguments that she was tricked did not hold as there was no clear

evidence of deception or unconscionable terms in the quitclaims.

****3. Full Back Wages Execution:****

The court rejected the petitioner's claim for execution of full back wages from her dismissal date to her reinstatement date. The limitation is three years for back wages for wrongfully dismissed employees, and Periquet had been employed elsewhere during part of this period.

****4. Back Pay Beyond Three Years:****

Periquet's claim for back pay extending to nine years was denied. The maximum period for back pay is three years from illegal dismissal unless evidence shows otherwise, which Periquet failed to present.

****5. Supersedeas Bond:****

The contention on the failure of CDCP to file a supersedeas bond was dismissed. The court clarified that a bond is required for appeals from decisions with monetary awards, not for orders enforcing decisions.

**Doctrine:**

The case reiterates the doctrine that a motion for execution must be filed within five years from the date the judgment becomes final and executory. Additionally, waivers and quitclaims are valid if voluntarily and reasonably executed unless there is evidence of deceit or unconscionable terms.

**Class Notes:**

- ****Timeliness of Execution:**** Judgments must be executed on motion within five years from becoming final (Sec. 6, Rule 39 of the Revised Rules of Court; Art. 224 of the Labor Code).
- ****Validity of Quitclaims:**** Valid if voluntarily entered into and not unconscionable. Not all waivers are invalid against public policy.
- ****Back Wages Limitation:**** Back wages are typically limited to three years from the date of illegal dismissal (Mercury Drug Co. v. CIR; Feati University Faculty Club v. Feati University).
- ****Supersedeas Bond:**** Required only for appeals from monetary decisions, not for enforcement orders.

**Historical Background:**

This case took place during a period when there was significant labor activity and labor

regulations were being rigorously tested in Philippine courts. The decision reflects the courts' tendency to enforce procedural rules strictly, emphasizing the importance of timely legal actions and the finality of settlements in labor disputes. It also demonstrates the development of principles surrounding quitclaims and waivers within the context of labor law.