

STATUS MARITIME CORPORATION, COSMOSHIP MANAGEMENT S.A. AND MILAGRITA JIMENEZ, PETITIONERS, VS. NATIONAL LABOR RELATIONS COMMISSION (NLRC) AND BELTRAN A. PERITO, RESPONDENTS.

Ponente: YBAÑEZ, J.

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YBAÑEZ, J.:

This is a Petition for Certiorari with prayer for the issuance of the writs of temporary restraining and/or preliminary injunction, assailing the Decision dated 27 March 2013,[1] and the Resolution dated 24 March 2013 of the NLRC in NLRC LAC (OFW-M)-02-000225-13, affirming the Decision dated 4 December 2012,[2] of the Labor Arbiter in NLRC RAB No. NCR Case No. (M) NCR-08-12790-12, disposing that:

“WHEREFORE, premises considered, judgment is entered FINDING respondents STATUS MARITIME CORP. (Respondent/Local Agency) and/or COSMOSHIP MANAGEMENT S.A. (Respondent/Principal Abroad), MILAGRITA B. JIMENEZ (Other Respondent), jointly and severally liable to pay complainant Beltran A. Perito permanent and total disability or 100% degree of disability benefits of US\$60,000.00, ORDERING thus, said named respondents in said joint and several capacities to pay said complainant his permanent total disability benefits of US\$60,000.00 and his sick leave allowance of US\$2,800.00, and finally to pay him Attorney's fees of ten percent (10%) of the total monetary award.

SO ORDERED.”

On 15 August 2013 We issued Resolution directing private respondent to file his comment to the petition (not a motion to dismiss) within ten (10) days from notice, furnishing a copy thereof to the petitioners, who may file a reply within five (5) days from receipt of private respondent's comment.

On 11 October 2013, private respondent Beltran A. Perito, through counsel, filed his Comment to the petition.[3] And on 25 October 2013, petitioners filed their Reply thereto.[4]

Earlier, or on 2 October 2013, petitioners, through counsel, filed an Urgent Motion For The Issuance of Temporary Restraining Order and/or Writ of Preliminary Injunction.[5]

On 5 December 2013, petitioners, through counsel, filed a Manifestation and Motion To Withdraw Petition stating that a Compromise Agreement had been executed by the parties to amicably settle the case.[6] Attached thereto is a Compromise Agreement dated 12 November 2013 stating that:

“THE PARTIES, through the undersigned counsels/representatives, by way of the Compromise Agreement, respectfully state:

1. The parties voluntarily agreed to settle the case amicably under the following terms and conditions:

a. Respondents have paid the amount of SIXTY SIX THOUSAND US DOLLARS ONLY (US\$66,000.00) as full satisfaction of the Decision rendered by the Labor Arbiter Renaldo O. Hernandez dated 4 December 2012.

b. Complainant thereby agrees that the amount of SIXTY SIX THOUSAND US DOLLARS ONLY (US\$66,000.00) paid by respondents is in full satisfaction of the monetary award in the above-captioned case;

c. The parties mutually agreed that no further claim other than what is indicated herein shall be enforced against each other.

d. The Parties likewise agree that the Surety Bond posted in the appeal taken to the Commission shall be discharged and released.

2. The Compromise Agreement is not contrary to law, morals and good custom.

xxx

WHEREFORE, the parties respectfully pray that the foregoing Compromise Agreement be approved and the monetary award of complainant be considered fully satisfied.”[7]

Also attached to the manifestation and motion is a Release of All Rights executed by the private respondent Beltran A. Perito, freeing the petitioners from each and every right and claim he may have, or may hereafter have on account of the injuries sustained while on board the vessel “MV Melody”. [8]

We note the foregoing Compromise Agreement, finding the provisions thereof not contrary to law, morals, good customs, public order, or public policy.[9] Thus, We grant the petitioners' prayer for the dismissal of the instant petition.

WHEREFORE, the manifestation and motion is NOTED and is hereby GRANTED and the instant case CLOSED and TERMINATED.

SO ORDERED.

Dimaampao, (Chairperson), and Sadang, JJ., concur.

[1] Rollo, pp. 31-40.

[2] Rollo, pp. 136-146.

[3] Rollo, pp. 235-249.

[4] Rollo, pp. 254-260.

[5] Rollo, pp. 227-230.

[6] Rollo, Annex B to the Manifestation and Motion, p. 265.

[7] Rollo, Annex B to the Manifestation

[8] Rollo, Annex C to the Manifestation and Motion, pp. 266-268.

[9] Art. 1306, Civil Code of the Philippines, as amended, states: “The contracting parties may establish such stipulations, clauses, terms and conditions as they may deem convenient, provided they are not contrary to law, morals, good customs, public order, or public policy.”

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