

SIMEON F. CAMORO, PETITIONER, VS. NATIONAL LABOR RELATIONS COMMISSION, RD CORPORATION AND/OR RODRIGO F. RIVERA, SR., RESPONDENTS.

Ponente: INTING, J.

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INTING, J.:

Before Us is a Petition for Certiorari[1] filed by Camoro assailing the Resolution[2] of the National Labor Relations Commission (NLRC), 5[th] Division, Cagayan de Oro City, dismissing his appeal and upholding the validity of his dismissal, the dispositive portion of which states:

WHEREFORE, premises considered, the appeal of the complainant is dismissed for lack of merit. However, to conform with prevailing jurisprudence on valid dismissal with just cause but without due process, we cause the modification of the award of nominal damages from Sixty Thousand Pesos (Php60,000.00) as ordered by the Labor Arbiter to Thirty Thousand Pesos (Php30,000.00). All the rest of the Decision is affirmed.

SO ORDERED.

The facts of the case are as follows:

Camoro was hired as Senior Manager of the Human Resource Department of RD Corporation (RD) in 1997.[3] He was later promoted to Assistant Vice President.[4] He alleged that he was caught in between the two contrasting management styles of the EVP and the CEO of the corporation.[5] On August 15, 2005, he was served a letter of dismissal effective August 31, 2005 stating that after thorough deliberation and evaluation, the management found his performance to be grossly wanting in many respects.[6] The same letter asked him to use his terminal/unused vacation leave starting August 16, 2005.[7] He then filed his complaint for illegal dismissal before the labor arbiter.

RD on the other hand asserted that Camoro did not perform his duties and responsibilities as AVP/ Senior Officer as expected of him by the management during his incumbency alleging, among others, that: (1) he conducted a survey on labor benefits, the contents of which have not been approved by management and not subjected to discussions on its financial, legal and social aspects; (2) he has poor attendance of the weekly Management Committee meetings; (3) he would enter the office in the morning but would get out for personal matters such as holding trainings and speaking on seminars; and (4) he failed to prepare a team building which he was instructed to do.[8]

The Labor Arbiter ruled that there was just cause to dismiss Camoro but RD failed to comply with the due process requirements under the law.[9] The NLRC upheld the findings of the Labor Arbiter but modified the award of damages.[10]

Aggrieved, Camoro filed the instant petition and raised the following issues: (1) Whether or not the Honorable NLRC acted with grave abuse of discretion amounting to lack or excess of jurisdiction when it failed to appreciate that the charges in the termination letter (sic) was general and therefore insufficient; (2) Whether or not it was with

grave abuse of discretion amounting to lack or excess of jurisdiction for the Honorable NLRC to sustain the dismissal based on charges made four months after actual termination; (3) Whether or not it was with grave abuse of discretion amounting to lack or excess of jurisdiction for the Honorable NLRC to dismiss the employee's actual performance as "totally different matter" in a dismissal grounded on supposed performance that is "grossly wanting in many respects"; (4) Whether or not it was with grave abuse of discretion amounting to lack or excess of jurisdiction to sustain the dismissal of an employee based on a supposed ground that happened six years before and on unsupported speculations; (5) Whether or not it was with grave abuse of discretion amounting to lack or excess of jurisdiction to sustain the dismissal of an employee for not refuting unsupported charges made four months after actual dismissal.

The petition was initially dismissed[11] for its defects but was reinstated[12] after petitioner rectified the defects.

The parties then filed their pleadings with respect to the petition including the Comment of RD[13], the Reply of petitioner[14], and their respective Memoranda[15].

On June 18, 2013, this Court issued a Resolution referring the petition to the Philippine Mediation Center for mediation pursuant to the Revised Guidelines for the Implementation of Mediation in the Court of Appeals.[16]

The Report[17] of the Mediator revealed the following:

- There were four (4) mediation sessions conducted;
- Three of which were attended by both parties;
- On the fourth session, a settlement was reached.

The Report indicates that there was a successful settlement on the basis of the satisfaction of the claim.[18]

A Compromise Agreement[19] was then executed between the parties with the assistance of the Appellate Court Mediator. It essentially alleged that: (1) the parties were able to effect an amicable settlement; (2) the parties will no longer pursue the case against each other; and (3) they are praying for the dismissal of the case. The Affidavit of Desistance with Waiver and Quitclaim[20] executed by Camoro was attached to the Compromise Agreement.

The issue then before this Court is whether or not to grant the Compromise Agreement entered into between the parties with the assistance of the Appellate Court Mediator. The Compromise Agreement reads:

After a lengthy discussion, the parties were able to effect an amicable settlement. Attached herewith is the Affidavit of Desistance with Waiver and Quitclaim dated April 25, 2014 duly entered by the parties.

That the parties agreed that they will no longer pursue their case against each other and hereby pray that the instant case be dismissed.

IN WITNESS WHEREOF, the Parties hereto have mutually and voluntarily agreed to the above stipulations, and sign this Agreement, at Philippine Mediation Center, Court of Appeals, on this 25[th] day of April 2014 for the consideration and approval of the Honorable Court.

SIMEON F. CAMORO

Petitioner

RD CORPORATION

AND

RODRIGO E. RIVERA, SR.

Respondents

by:

Atty. Rommel L. Cahayag
Representative

Assisted by:

Atty. Benjamin E. Pelaez
Appellate Court Mediator

Our Ruling

The Compromise Agreement is Granted and the petition is hereby Dismissed.

The Civil Code provides:

Art. 2028. A compromise is a contract whereby the parties, by making reciprocal concessions, avoid a litigation or put an end to one already commenced.

Art. 2037. A compromise has upon the parties the effect and authority of res judicata; but there shall be no execution except in compliance with a judicial compromise.

A compromise must not be contrary to law, morals, good customs and public policy; and must have been freely and intelligently executed by and between the parties.[21]

It may also be important to note what the Supreme Court held on waivers and quitclaims since there is one attached to the Compromise Agreement:

Not all waivers and quitclaims are invalid as against public policy. If the agreement was voluntarily entered into and represents a reasonable settlement, it is binding on the parties and may not later be disowned simply because of a change of mind. It is only where there is clear proof that the waiver was wangled from an unsuspecting or gullible person, or the terms of settlement are unconscionable on its face, that the law will step in to annul the questionable transaction. But where it is shown that the person making the waiver did so voluntarily, with full understanding of what he was doing, and the consideration for the quitclaim is credible and reasonable, the transaction must be recognized as a valid and binding undertaking.[22]

Based on the foregoing and after a perusal of the Compromise Agreement and the attached Affidavit of Desistance, We find that it has been validly executed with the assistance of the appellate court mediator. It is not contrary to law, morals, good customs, public order and public policy. Accordingly, the same is declared valid and is approved.

WHEREFORE, finding the Compromise Agreement to be in order, this Court Approves it. The instant petition is deemed Dismissed.

Judgment based on upon a Compromise Agreement is Rendered. The terms and conditions of the Compromise Agreement are deemed an integral part of the Decision and the parties are Ordered to strictly comply. Since a Decision based on a Compromise Agreement is final and executory[23], the Division Clerk of Court is Directed to enter this Judgment on Compromise in the Book of Entries of Judgments.

SO ORDERED.

Camello, (Chairperson), and Perez, JJ., concur.

[1] Rollo, pp. 4-23

[2] Rollo, pp. 31-42

[3] Rollo, p. 7

[4] Rollo, p. 7

[5] Rollo, p. 8

[6] Rollo, p. 139

[7] Rollo, p. 139

[8] Rollo, pp. 232-235

[9] Rollo, pp. 44-64

[10] Rollo, pp. 31-42

[11] Rollo, p.p 159-160

[12] Rollo, pp. 208-209

[13] Rollo, pp. 214-225

[14] Rollo, pp. 300-305

[15] Rollo, pp. 307-325 (RD) and pp. 403-424 (petitioner)

[16] Rollo, pp. 563-564

[17] Rollo, pp. 565-569

[18] Rollo, p. 566

[19] Rollo, p. 567

[20] Rollo, p. 568

[21] Magbanua et al. v. Uy, G.R. No. 161003, May 6, 2005

[22] Solgus Corp. v. Court of Appeals et al., G.R. No. 157488, February 6, 2007 citing Periquet vs. NLRC

[23] Spouses Martir v. Spouses Verano, G.R. No. 170395, July 28, 2006

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