

**EMILIO B. MANAOIS, GENE T. NOBE, MARIANO C. PAQUILLO,
ALBERTO R. BILONO-AC, RUBEN C. GEROY, JIMMY M. FERRER,
ROLANDO P. GARCIA, RODRIGO N. DELA ROSA, GILBERT V. PEGANO
AND ALEJA...**

Ponente: CORALES, J.

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CORALES, J.:

This is a Petition for Certiorari[2] under Rule 65 of the Rules of Court seeking the nullification of the September 22, 2011 Decision[3] and October 26, 2011 Resolution[4] of the National Labor Relations Commission (NLRC) in NLRC LAC No. 06-001702-11. The assailed Decision affirmed the April 29, 2011 Decision[5] of the Labor Arbiter dismissing the consolidated complaints for illegal dismissal and other monetary claims filed by petitioners Emilio B. Manaois, Gene T. Nobe, Mariano C. Paquillo, Alberto R. Bilono-ac, Ruben C. Geroy, Jimmy M. Ferrer, Rolando P. Garcia, Rodrigo N. Dela Rosa, Gilbert V. Pegano, and Alejandro B. Butawan's (individually referred by their first name and collectively as petitioners) against Philippine Ports Authority, United Dockhandlers, Inc., and Manila North Harbour Port, Inc. (respectively referred as PPA, UDI, and MNHPI but collectively as respondents). The challenged resolution denied petitioners' subsequent motion for reconsideration.

The Antecedents

In 2009, PPA streamlined the management and operation of the Manila North Harbor from four (4) separate cargo handling companies to a single operator via competitive bidding wherein MNHPI emerged as the highest bidder. On November 19, 2009, PPA and MNHPI entered into a Contract For The Development, Management, Operation and Maintenance of the Manila North Harbor[6] (management contract) stipulating, among others, that MNHPI would absorb all existing port laborers from the cargo handling companies previously contracted by PPA, including UDI.

Petitioners, former office employees of UDI, were among those excluded from the absorption and eventually laid-off. Through their respective labor unions and federations, petitioners filed before the National Conciliation and Mediation Board (NCMB) labor dispute cases against MNHPI and UDI claiming payments for "past services benefits".[7] However, on December 20, 2010, MNHPI, UDI, and the petitioners, together with their respective labor unions and federations, entered into a Compromise Agreement⁸ which pertinently reads:

a. UDI shall pay all its employees not absorbed/enlisted/employed/paid by MNHPI equivalent to Eighty Percent (80%) of the employee's monthly pay per year of service from October 2001 to April 15, 2010, which payment shall be considered full and complete settlement of any and all claims of all UDI employees, SMP-NFWU, UDIPSU, MATUOD and APTWP-NH and any and all of their individual officers/employees/members;

x x x

h. Finally, UDI, SMP-NFWU, UDIPSU, MATUOD and APTWP-NH and any and all the said parties' individual members and/or employees and/or officers expressly waive their right to institute any and all

actions, petitions and legal action or actions before any court, tribunal, quasi-judicial agency and/or government agency questioning the validity of the Manila North Harbor Modernization Project, the validity of the bidding process and/or the validity of the Contract for the Development, Management, Operation and Maintenance of the Manila North Harbor dated November 19, 2009 as well as those documents executed by the MNHPI and the Philippine Ports Authority (PPA) and all other related documents issued thereto, and for this purpose, UDI, SMP-NFWU, UDIPSU, MATUOD, APTWP-NH and any and all the said parties' individual members and/or employees and/or officers, as the case may be, prior to, or simultaneous to, the execution of this Compromise Agreement, expressly agree to cease and desist and shall cause the written withdrawal, with prejudice, of any and all actions, petitions and legal action or actions already instituted or filed with any court, tribunal, quasi-judicial agency and/or government agency, x x x.

That, in consideration of this Compromise Agreement, the NCMB-NCR-PM-06-068-10, NCMB-NCR-NS-07-069-10, NCMB-NCR-NS-074-10 and NCMB-NCR-TPM-07-001-10 are hereby deemed SETTLED and WITHDRAWN from the calendar of this Office WITH PREJUDICE. (Italics appear in the original text of the document; emphasis supplied)

It appears that even before the compromise agreement was formalized, UDI paid its laid-off employees, including petitioners, who executed notarized quitclaims[9] relieving UDI, its officers, and agents from any claim or liability in connection with their employment. Resultantly, the NCMB considered the labor dispute cases settled and dropped the same from the business calendar of its office.[10]

On January 18, 2011, petitioners filed before the Labor Arbiter complaints[11] for non-payment of wages, overtime and holiday pay, holiday and rest day premium, service incentive leave, thirteen (13[th]) month pay, paternity leave, dislocation pay, educational fund, and other Collective Bargaining Agreement benefits, against PPA, MNHPI, and UDI. Later on, Emilio, Gene, Mariano, and Alberto amended their respective complaints to include illegal dismissal and payment of moral and exemplary damages as additional causes of action.

UDI, PPA, and MNHPI all moved for the dismissal of the complaints. UDI argued that the compromise agreement and the corresponding quitclaims executed by petitioners constitute full settlement of the latter's claims.[12] Both PPA and MNHPI insisted that the Labor Arbiter has no jurisdiction over them because they are not the employers of petitioners.[13]

Petitioners countered that they are employees of PPA because the latter took over the operations and management of the port by virtue of the April 14, 2000 public written notice[14] and the "Paunawa".[15] They claimed that PPA's motion to dismiss admitted the absorption of petitioners' employment since May 8, 2000, through its created Special Take Over Unit (STU), thus, it should be held liable as principal of agent UDI. They assailed the validity of the compromise agreement for being unconscionable and contrary to public policy and invoked the rule that quitclaims are generally looked upon with disfavor. They further argued that the execution of a final settlement and receipt of the agreed amount did not foreclose their right to pursue a claim for illegal dismissal and unfair labor practice. They prayed for the enforcement of the benefits mentioned in the April 14, 2000 notice, particularly the equity participation, and the payment of 100% tax-free separation pay from actual date of employment.[16]

The Rulings of the Labor Arbiter and the NLRC

In the April 29, 2011 Decision,[17] the Labor Arbiter dismissed the complaints on the rationale that the present controversy had already been settled by the valid compromise agreement executed through the initiative of the Department of Labor and Employment and the NCMB. It was stressed that petitioners, after receiving a valuable consideration under the compromise agreement, could no longer claim that they were misled or coerced into signing the same. The dispositive portion of the Labor Arbiter's Decision reads:

WHEREFORE, premises considered, [the] instant consolidated complaints are hereby dismissed for lack of merit.

SO ORDERED.

On appeal, the NLRC, through its September 22, 2011 Decision,[18] sustained the Labor Arbiter's ruling. It held that petitioners are bound by the terms and conditions of the compromise agreement which serves as a bar to their complaints for illegal dismissal and monetary claims. It disregarded petitioners' allegations of misrepresentation or fraud considering that they were assisted by their union representatives and counsels when they signed the compromise agreement. It further ruled that petitioners were confidential and office employees of UDI who were indeed excluded from the coverage of the management contract which pertained only to the absorption of laborers directly involved in the arrastre, stevedoring, or loading and unloading of cargoes. It did not also give credence to petitioners' assertion that they were absorbed as employees of PPA in 2000. It pointed out that the April 14, 2000 notice and "Paunawa" were meant to protect public interest due to an impending labor strike and there is nothing therein that categorically stated PPA's absorption of office employees like petitioners. It then disposed the case as follows:

WHEREFORE, the Appeal for lack of merit is DISMISSED and the Decision of the Labor Arbiter dated April 29, 2011 [is] AFFIRMED.

SO ORDERED.

The petitioners moved for reconsideration but the NLRC denied the same in its October 6, 2011 Resolution.[19]

Unfazed, petitioners filed the instant petition for certiorari premised on the following grounds:

I.

THE ASSAILED DECISION OF THE LABOR ARBITER IS A VIOLATION OF SEC. 5, IMPLEMENTING RULES OF THE LABOR CODE WHICH BANS PLEADINGS OF MOTION TO DISMISS IN LABOR CASES.

II.

THE QUESTIONED RESOLUTION OF THE NLRC WHICH DENIED DUE COURSE TO PETITIONERS' MOTION FOR RECONSIDERATION DESPITE THE MANDATE OF SECTION 14, ARTICLE VIII OF THE 1987 CONSTITUTION.

III.

BOTH THE ASSAILED DECISION AND QUESTIONED RESOLUTION UPHELD THE COMPROMISE AGREEMENT VALID AND BINDING UPON THE PARTIES DESPITE PRIMA FACIE EVIDENCE OF MISREPRESENTATION.

IV.

BOTH THE ASSAILED DECISION AND QUESTIONED RESOLUTION UPHELD THE COMPROMISE AGREEMENT AS VALID AND BINDING AMONG THE PARTIES DESPITE NON-COMPLIANCE OF ARTICLE 100 OF THE LABOR CODE WHICH FORBIDS DIMINUTION OF EMPLOYEES' BENEFITS.

Petitioners fault the NLRC for giving due course to the motions to dismiss despite the inherent defects of the motions and the compromise agreement, i.e., their consent was vitiated by financial distress; respondents failed to present the Minutes of the NCMB showing conciliatory proceedings between the parties; in their motions to dismiss, respondents did not adduce the Resolutions showing authority from their respective Board of Directors to

enter into a compromise agreement; and the stipulation in the compromise agreement violated Article 100 of the Labor Code prohibiting diminution of benefits.[20]

PPA counters that lack of jurisdiction, the ground raised in its motion, is an exception to the prohibition on filing of motion to dismiss in labor cases. It reiterates its denial of employer-employee relationship with petitioners.[21] Meanwhile, both MNHPI and UDI rehash the allegations in their respective motions to dismiss. They defend the validity of the compromise agreement and argue that petitioners freely and voluntarily executed the same. MNHPI adds that even assuming that petitioners' consent was vitiated, therefore voidable, petitioners could no longer impugn its validity as they have ratified the same by appropriating the sums received by virtue thereof.[22]

This Court's Ruling

The petition fails to persuade Us.

A petition for certiorari under Rule 65 of the Rules of Court is confined to the correction of errors of jurisdiction and will not issue absent a showing of a capricious and whimsical exercise of judgment, equivalent to lack of jurisdiction. The prerogative of writ of certiorari does not lie except to correct a grave abuse of discretion,[23] not just mere errors of fact or law. Thus, the petitioners must be able to show grave, not just ordinary, abuse of discretion which exists where an act of a court or tribunal is performed with a capricious or whimsical exercise of judgment equivalent to lack of jurisdiction, or where the power is exercised in an arbitrary or despotic manner by reason of passion or personal hostility which must be so patent and gross as to amount to an invasion of positive duty or to a virtual refusal to perform the duty enjoined or to act at all in contemplation of law.[24]

There is nothing in this case which would indicate grave abuse of discretion on the part of the NLRC in affirming the findings of the Labor Arbiter. The NLRC upheld the validity of the compromise agreement and the grant of the motions to dismiss based on the prevailing labor law at that time and considered the evidence adduced by both parties in support of their respective postulates. The impropriety of this conclusion, as perceived by petitioners, cannot be the subject of a petition for certiorari. If ever there was indeed an error committed by the NLRC in its appreciation of the facts and the subsequent conclusions it reached, such would be, at the least, an error of fact which is not equivalent to grave abuse of discretion. It bears stressing that the special civil action for certiorari is a remedy designed for the correction of errors of jurisdiction and not errors of judgment. The *raison d'être* for the rule is when a court exercises its jurisdiction, an error committed while so engaged does not deprive it of the jurisdiction being exercised when the error is committed. If it did, every error committed by a court would deprive it of its jurisdiction and every erroneous judgment would be a void judgment. Hence, where the issue or question involved affects the wisdom or legal soundness of the decision - not the jurisdiction of the court to render the decision - the same is beyond the province of a special civil action for certiorari.[25]

At any rate, We do not find any cogent reason to deviate from the NLRC's conclusion.

Motion to Dismiss Based on Res Judicata or Lack of Jurisdiction Over the Subject Matter Not Prohibited

Under Section 4,[26] Rule III of the 2005 Revised Rules of Procedure of the NLRC, then in force at the time of the filing of the parties' pertinent pleadings, a motion to dismiss is generally a prohibited pleading. However, when the grounds raised are lack of jurisdiction over the subject matter, improper venue, *res adjudicata*, prescription, and forum shopping, the same may be allowed.

Here, the grounds invoked by respondents obviously fall under the exceptions to the general rule. PPA assailed the jurisdiction of the Labor Arbiter over the subject matter on the ground that it is not the employer of petitioners. On the other hand, MNHPI and UDI alleged that petitioners were the very same parties to the compromise agreement and the issues raised in their complaints have been settled with finality by the compromise

agreement before the NCMB. In effect, MNHPI and UDI based their respective motions to dismiss on the ground of *res judicata*. Therefore, the NLRC did not commit any patent or erroneous conclusion of law when it refused to reverse the Labor Arbiter's decision allowing the filing of the motions to dismiss.

Dismissal of the Complaints: Proper

An employer-employee relationship between parties-litigants or a reasonable causal connection to such relationship is a jurisdictional prerequisite for the Labor Arbiter's exercise of jurisdiction over a labor dispute. In determining the existence of an employer-employee relationship, We generally rely on the four-fold test, to wit: (1) selection and engagement of the employee; (2) payment of wages; (3) power of dismissal; and (4) the employer's power to control the employee with respect to the means and methods by which the work is to be accomplished. Among the four (4), the most determinative factor in ascertaining the existence of employer-employee relationship is the "right of control test".[27]

None of these requisites is present between PPA or MNHPI and petitioners. The only basis of petitioners' claims against PPA and MNHPI was the supposed absorption of employees implemented through the April 14, 2000 notice and "Paunawa" and the creation of the STU. However, there is nothing in the said documents which expressly or impliedly indicates PPA's intention to bring the petitioners under its employ. As aptly held by the NLRC, the April 14, 2000 notice, which was an English version of the "Paunawa", actually excluded from its coverage office employees, such as petitioners, as can be gleaned from the phrase therein stating that "confidential employees below the rank of Manager may also sign up for consideration under separate terms". No other conclusion could be derived from such statement other than the fact that confidential employees are not automatically covered by the April 14, 2000 notice. Besides, even the various pleadings of petitioners failed to allege and prove the existence of any of the incidents contemplated by the four-fold test. Thus, in the absence of employer-employee relationship, the Labor Arbiter is bereft of jurisdiction to pass upon petitioners' claim against PPA and MNHPI.

Similarly, the complaints against UDI and MNHPI for payments of benefits and illegal dismissal are barred by *res judicata* due to the execution of the compromise agreement. Under the principle of *res judicata*, an issue which had been laid to rest by the parties themselves can no longer be relitigated.[28]

A compromise agreement is a contract, whereby the parties undertake reciprocal obligations to avoid litigation, or put an end to one already commenced.[29] Article 227[30] of the Labor Code authorizes compromise agreements voluntarily agreed upon by the parties, in conformity with the basic policy of the State to promote and emphasize the primacy of free collective bargaining and negotiations, including voluntary arbitration, mediation and conciliation, as modes of settling labor or industrial disputes. In relation thereto, Article 2037 of the New Civil Code provides that "a compromise has upon the parties the effect and authority of *res judicata*," even when effected without judicial approval.

The terms of the compromise agreement subject of this petition clearly and unequivocally evinced the intent of the parties to put an end to petitioners' monetary claims for benefits. As borne by the respective resolutions of the labor unions where petitioners are members, the subject of the cases before the NCMB was the employees' claim for "past services benefits" which had been settled with finality when the respective representative of the labor unions, including petitioners, agreed to be paid an amount equivalent to 80% of their monthly pay per year of service from October 1, 2001 to April 15, 2010. As a sign of goodwill, UDI paid petitioners even before the compromise agreement was formalized and the latter executed quitclaims effectively relieving the former from any liability in connection with their employment. Such proviso was also present in the compromise agreement wherein petitioners agreed that the payment of the stipulated benefits shall be considered full and complete

settlement of any and all claims against UDI. Thus, by acceding to the compromise agreement, petitioners foreclosed any legal remedy that they may have had prior to its execution. They are now barred from instituting another action which ultimately aims to relitigate the issue on benefits for the past services they had rendered to UDI.

We also subscribe to the NLRC's conclusion that petitioners' consent to compromise agreement was not vitiated by undue influence. There is undue influence when a person takes improper advantage of his power over the will of another, depriving the latter of a reasonable freedom of choice. The influence exerted must have so overpowered or subjugated the mind of a contracting party as to destroy his free agency, making him express the will of another rather than his own.[31] There is nothing in the records showing any improper advantage on the part of UDI. Petitioners were assisted by their respective union representatives when they signed the compromise agreement and the NCMB even certified that the same was freely and voluntarily executed after due consultation and deliberation.

Even assuming that petitioners may have signed the compromise agreement because of dire financial conditions, this alone did not deprive them of their free agency. Being forced into a situation does not amount to vitiated consent where it is not shown that the party is deprived of free will and choice.[32] It suffices to state that petitioners still had a choice to refuse the execution of the compromise agreement and instead seek other remedies under the law. We cannot simply brush aside contracts because solicitation, importunity, argument, persuasion, or appeal to affection was used to obtain the consent of the other party. Influence obtained by persuasion or argument or by appeal to affection is not prohibited either in law or morals and is not obnoxious even in courts of equity.[33]

The supposed defects surrounding the execution of the compromise agreement are not also sufficient to invalidate it. The minutes of the conciliatory proceedings before the NCMB is an extraneous matter which need not be attached to the compromise agreement for its validity. It is also too late in the day for petitioners to question the authority of Atty. Eduardo Padilla and Rhona Rey C. Santos, the respective representatives of UDI and MNHPI, to enter into the compromise agreement without the corresponding board resolution. Petitioners cannot be allowed to reap the benefits of the compromise agreement only to repudiate it later on by casting doubt on the authority of their counterparts. We cannot countenance such a one-sided proposition without causing injustice to UDI and MNHPI.

Petitioners' arguments as to the inherent disfavor accorded to quitclaims are also bereft of merit. It need not be overemphasized that the basis for the dismissal of their complaints was not the quitclaims alone but the valid and binding compromise agreement which constitutes *res judicata* on the issue of payment of petitioners' benefits while under the employ of UDI, as We discussed at length earlier.

The principle of non-diminution of benefits under Article 100 of the Labor Code is likewise inapplicable herein. There is diminution of benefits when the following requisites are present: (1) the grant or benefit is founded on a policy or has ripened into a practice over a long period of time; (2) the practice is consistent and deliberate; (3) the practice is not due to error in the construction or application of a doubtful or difficult question of law; and (4) the diminution or discontinuance is done unilaterally by the employer.[34] It must be recalled that any amount agreed upon by virtue of the compromise agreement was done with the mutual consent of petitioners and UDI, thus, there is no unilateral discontinuance of benefit to warrant the application of Article 100 of the Labor Code.

Lastly, the October 26, 2011 Resolution was compliant with the requirements under the second paragraph of Section 14,[35] Article VIII of the 1987 Constitution because the NLRC sufficiently explained that after reading the motion for reconsideration it found no cogent reason to reverse itself.[36]

WHEREFORE, the instant petition for certiorari is hereby DENIED. The September 22, 2011 Decision and October 26, 2011 Resolution of the National Labor Relations Commission in NLRC LAC No. 06-001702-11 are AFFIRMED.

SO ORDERED.

Villon, J., Chairperson and Zalameda, JJ., concur.

[1] Spelled as Harbor in some parts of the rollo.

[2] Rollo, pages 3-14.

[3] Penned by Commissioner Nieves E. Vivar-De Castro and concurred by Commissioner Isabel G. Panganiban-Ortiguerra and Presiding Commissioner Alex A. Lopez, *ibid.*, pages 16-25.

[4] *Ibid.*, pages 51-53.

[5] Penned by Labor Arbiter Edgardo M. Madriaga, *ibid.*, pages 27-44.

[6] Rollo, pages 680-696.

[7] See Resolusyon Blg-02-2010 of Alliance of Port/Transport Workers and Porters-North Harbor, Resolusyon Blg. 01-2010 of Managers Association Towards Unity, Optimism and Development, Resolusyon Blg. 01-2010 of United Dockhandlers, Inc. Supervisory Union, and Resolusyon Blg. 04-2010 of Samahan ng mga Manggagawa sa Pantalan, *ibid.*, pages 223-225, 226-227, 228-229, 230-231, respectively.

[8] *Ibid.*, pages 207-220.

[9] *Ibid.*, pages 731-739.

[10] See February 17, 2011 NCMB Certification, *ibid.*, page 445.

[11] See April 29, 2011 Labor Arbiter Decision, *supra*, at note 5.

[12] See UDI's Manifestation before the Labor Arbiter, rollo, pages 716-721.

[13] See PPA's Motion to Dismiss and MNHPI's Consolidated Motion to Dismiss, *ibid.*, pages 498-503 and 255-283, respectively.

[14] *Ibid.*, page 108.

[15] *Ibid.*, page 109.

[16] See Petitioners' Consolidated Reply, *ibid.*, pages 97-107.

[17] *Supra*, at note 5.

[18] *Supra*, at note 3.

[19] *Supra*, at note 4.

[20] See pages 6-10 of the Petition, *supra*, at note 1.

[21] See Comment (To the Petition for Certiorari), rollo, pages 781-791.

[22] See MNHPI's Comment (Re: Petition for Certiorari dated December 15, 2011) and UDI's

Comment/Opposition, *ibid.*, pages 164-205 and 657-676, respectively.

[23] See *Aujero v. Philippines Communication Satellite Corporation*, G.R. No. 193484. January 18, 2012.

[24] See *VMC Rural Electric Service Cooperative, Inc. v. Court Of Appeals*. G.R. No. 153144. October 16, 2006.

[25] *Ibid.*

[26] Section 4. Prohibited Pleadings and Motions. - The following pleadings and motions shall not be allowed and acted upon nor elevated to the Commission in all cases covered by these Rules.

a) Motion to dismiss the complaint except on the ground of lack of jurisdiction over the subject matter, improper venue, *res adjudicata*, prescription and forum shopping;

x x x

[27] *Royal Homes Marketing Corporation v. Alcantara*, G.R. No. 195190. July 28, 2014.

[28] *Journalists, Inc. v. National Labor Relations Commission*, G.R. No. 166421. September 5, 2006.

[29] *Malvar v. Kraft Food Phils., Inc.*, G.R. No. 183952. September 9, 2013.

[30] Art. 227. Compromise Agreements. — Any compromise settlement, including those involving labor standard laws, voluntarily agreed upon by the parties with the assistance of the Bureau or the regional office of the Department of Labor, shall be final and binding upon the parties. The National Labor Relations Commission or any court shall not assume jurisdiction over issues involved therein except in case of non-compliance thereof or if there is *prima facie* evidence that the settlement was obtained through fraud, misrepresentation, or coercion.

[31] *Mangahas v. Brobio*, G.R. No. 183852. October 20, 2010.

[32] *Ibid.*

[33] *Ibid.*

[34] *Vergara v. Coca-Cola Bottlers Philippines, Inc.*, G.R. No. 176985. April 1, 2013.

[35] Section 14. No decision shall be rendered by any court without expressing therein clearly and distinctly the facts and the law on which it is based.

No petition for review or motion for reconsideration of a decision of the court shall be refused due course or denied without stating the legal basis therefor. (Emphasis supplied)

[36] See *Protacio v. Laya Mananghaya & Co.*, G.R. No. 168654. March 25, 2009.

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