

EMMANUEL GARGANTILLA, PETITIONER, VS. NATIONAL LABOR RELATIONS COMMISSION AND ASIAN TERMINAL INCORPORATED / MAXILINDA M. LEE, RESPONDENTS.

Ponente: GARCIA-FERNANDEZ, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/8d3c38f130b4/>

GARCIA-FERNANDEZ, J.:

This is a special civil action under Rule 65 of the 1997 Rules of Civil Procedure seeking to set aside the decision and resolution of the National Labor Relations Commission (NLRC) promulgated on August 30, 2013 and October 30, 2013, respectively.

On 24 July 2012, petitioner Emmanuel Gargantilla filed a complaint for illegal dismissal with prayer for reinstatement and non-payment of 13[th] month pay against his employers respondents Asian Terminal, Inc. and Maxilinda M. Lee. The complaint was amended on 6 August 2012 by deleting the claim of non-payment of 13[th] month pay and changing the prayer for reinstatement to separation pay. On 17 September 2012, petitioner filed another amended complaint claiming 13[th] month pay, service incentive leave pay, damages and attorney's fees.

Petitioner alleged in his position paper that he started working as stevedore on 29 June 1998; that sometime in August 2010, he went to respondents' office but "was told by the desk officer, a certain Mr. Barrameda, that there was already no job for him and that his name was already deleted from the respondent company's database"; that he was dismissed without just cause and due process; that he is entitled not only to backwages and separation pay as a result of his illegal dismissal, but also service incentive leave pay, 13[th] month pay, moral and exemplary damages and attorney's fees.

Private respondents alleged before the Labor Arbiter that petitioner is a casual reserve employee (CRE) or "extra"; that he was not required to work everyday but only worked when his services were needed; that as an "extra", he was only deployed when the company's regular workers could not meet the demands of their business operations or when there is unusually heavy volume of work; that it is only when the company needed the services of the CREs that their number/s would be called; that the CREs including petitioner reports when "they feel there is a possibility of being called, keeping in mind the rotation scheme in place"; that if petitioner's deployment during his entire employment were to be computed annually, his tenure would amount to approximately one year.

The Labor Arbiter decided in favor of petitioner holding that private respondents failed to document their policy on the "employment of worker"; that respondents "failed to dispose of their burden of proving complainant's legal termination"; and that petitioner is entitled to backwages and separation pay.

On appeal, the respondent NLRC ruled, to wit:

"WHEREFORE, respondents' appeal is GRANTED and the Decision promulgated on 11 April 2013 is REVERSED AND SET ASIDE. The amended complaint is DISMISSED for lack of merit.

SO ORDERED."[1]

This Court issued a resolution dated May 23, 2014 referring this case for mediation to the Philippine Mediation

Center (PMC)-Court of Appeals.

The PMC submitted a Mediator's Report on the successful settlement between the parties, attaching therewith the Compromise Agreement which provides:

"COMPROMISE AGREEMENT

The parties, petitioner Emmanuel R. Gargantilla and respondent Asian Terminals, Inc., hereby agree to settle the case in the amount of P10,000.00 paid to petitioner.

The parties now ask for the dismissal of the case, CA – G.R. SP No. 133423, and the amended complaint of petitioner filed with the National Labor Relations Commission shall be deemed dismissed with finality.

Both parties further agree that no further action based on the same grounds be brought against each other, and that this Agreement applies to all claims and damages or losses either party may have against each other, whether those damages or losses are known or unknown, foreseen or unforeseen.

This compromise agreement (a) shall not set a precedent, the settlement being a matter of humanitarian concession; (b) respondent will not have any obligation to reinstate petitioner to his former position; (c) respondent is not admitting any liability to petitioner; (d) petitioner hereby waives any cause of action which he may now or in the future have against respondent, its affiliates and subsidiaries, or any of its directors, officers, agents or representatives arising from employment with respondent or otherwise and, if any such case has been filed, he hereby agrees to withdraw, drop and dismiss the same with prejudice; and (e) this case shall be considered closed with finality.

Petitioner undertakes not to disclose to anyone the details with respect to this compromise agreement.

Manila, 18 August 2014."[2]

WHEREFORE, after finding that the compromise agreement is not contrary to law or public policy, this Court approves the same. This case is **DISMISSED**.

SO ORDERED.

Lampas Peralta, (Chairperson), and Acosta, JJ., concur.

[1] Rollo, p. 23.

[2] Rollo, PMC-CA Manila, Compromise Agreement.

ABOUT BATAS.ORG

Study smarter at BATAS.org

The Philippine bar review and law-school companion built around how your brain actually remembers.

The complete Philippine law library - free for everyone.

More than 100,000 Supreme Court decisions, Republic Acts, and executive issuances - full-text searchable, browsable by category and year, and always free. No paywall, no login. This PDF came from it.

Audio case-brief lectures.

Any decision becomes a podcast-style lecture - facts, issues, ruling, and doctrine - with read-along highlighting and a hands-free presentation mode. Study while commuting, working out, or resting your eyes.

Bar review built on the science of memory.

Complete, sequenced courses for all eight bar subjects, narrated like podcasts and reinforced with retrieval practice and spaced review - the study techniques with the strongest evidence behind them.

The full law-school curriculum.

One subscription unlocks the entire J.D. curriculum - every subject, every lesson, with your progress tracked down to the paragraph so you can pick up exactly where you left off, on any device.

Mock exams that tell you where you stand.

Timed multiple-choice exams graded instantly, with per-subject score breakdowns and focus suggestions that point you at your weakest topics first.

A study planner that keeps you on pace.

Set your schedule and BATAS tells you every day whether you are on track for bar day - and exactly which lesson to take next.

Start free at <https://batas.org>

The law library is free forever - and your first lesson is one click away.

The text of this document is an official public record and remains in the public domain. Formatting, presentation, and compilation © 2026 batas.org.

Downloaded free from the batas.org Law Library. Share it freely - the library is free for every law student, bar reviewee, and practitioner.