

FATHER SATURNINO URIOS UNIVERSITY (FORMERLY URIOS COLLEGE) AND/OR FR. JOHN CHRISTIAN U. YOUNG, IN HIS CAPACITY AS PRESIDENT, PETITIONERS, VS. THE NATIONAL LABOR RELATIONS COMMIS...

Ponente: INTING, J.

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INTING, J.:

Before Us is a Petition for Certiorari[1] under Rule 65 of the 1997 Rules of Civil Procedure assailing the Resolution[2] dated March 30, 2011, as well as the Resolution[3] dated May 27, 2011 denying petitioners' motion for reconsideration rendered by the National Labor Relations Commission (NLRC) 8[th] Division. The dispositive portion[4] of the Resolution dated March 30, 2011, reads:

IN VIEW OF ALL THE FOREGOING, the appeal is DISMISSED for lack of merit and the appealed decision is accordingly AFFIRMED in toto.

SO ORDERED.

The facts are as follows:

Private respondent Redentor M. Briones was hired by petitioner Father Saturnino Urios University as a faculty member on June 1, 1998.

Sometime in May 2009, petitioner University through HRMD Director Lyndon T. Buque sent a written notice to the private respondent informing him of his new assignment as Custodial Services Coordinator in University's high school department which is even kilometers away from the campus.

Private respondent wrote a letter to petitioner Father John Christian Young, president of petitioner University, declining his new assignment and requesting a reconsideration of such order by asserting that he was already a full time faculty member of the BSBA Department of the University and that he was not even qualified for the new assignment. Petitioner University refused and reiterated its earlier directive that private respondent should accept the new assignment.

Petitioner took a leave of absence for two (2) months to think about what possible options to take. After which, he sought the aid of the school Union which immediately took action by creating a Grievance Committee. However, petitioner University refused to attend the hearings despite several notices.

In July 2009, the petitioner University through the HRMD Director Lyndon T. Buque sent a show cause memo to private respondent directing him to explain why he should not be meted administrative sanctions.

On November 4, 2009, petitioner University furnished private respondent a written notice terminating his employment. On October 6, 2009, private respondent filed a case for constructive dismissal and other money claims with the NLRC Regional Arbitration Branch XIII in Butuan City.

On July 29, 2010, the NLRC Regional Arbitration Branch XIII, through Executive Labor Arbiter Noel Augusto S. Magbanua rendered a decision in favor of private respondent Briones and against the petitioners.

Dissatisfied with the Executive Labor Arbiter's decision, petitioners filed an appeal before the public respondent NLRC Eighth Division in Cagayan de Oro City. On March 30, 2011, the public respondent rendered a Resolution dismissing the appeal for lack of merit and affirming entirely the decision of the Executive Labor Arbiter. Subsequently, petitioners filed a motion for reconsideration but it was denied by the NLRC, Eighth Division on May 27, 2011.

Aggrieved, petitioners interposed the present petition and raised the lone issue of:

DID THE PUBLIC RESPONDENT NATIONAL LABOR RELATIONS COMMISSION (EIGHTH DIVISION, CAGAYAN DE ORO CITY) ERR AND COMMIT "GRAVE ABUSE OF DISCRETION AMOUNTING TO LACK OR EXCESS OF JURISDICTION" IN ITS RESOLUTIONS IN NLRC CASE NO. MAC-09-011685-10 (RAB-XIII-11-00309-09), PROMULGATED ON MARCH 30, 2011 AND MAY 27, 2011.

On September 12, 2013, this Court issued a Resolution[5] referring the instant controversy to the Philippine Center for Mediation (PMC) pursuant to A.M. No. 04-3-15 SC PHILJA dated March 23, 2004 (Resolution No. 04-04), the Revised Guidelines for the Implementation of Mediation in the Court of Appeals.

Subsequently, on December 12, 2013, Court of Appeals-Mindanao Station PMC Coordinator Melody Uchang Salise filed an Appellate Court Mediation's Report.[6] The relevant portion of which states:

x x x

x x x

x x x

"On the said mediation conference, the case was successfully mediated.

WHEREFORE, the PMC prays of this Honorable Court of Appeals to render judgment pursuant to the terms of the Compromise Agreement.

The case is hereby submitted to the Twenty-Second Division and back to appellate court proceedings."

x x x

x x x

x x x

The attached Compromise Agreement[7] between petitioners Father Satutnino Urios University and Father John Christian U. Young, represented by Lyndon T. Buque and private respondent Redentor M. Briones before the Court of Appeals, Mindanao Station, Philippine Mediation Center (PMC) executed by the parties with the assistance of Appellate Court Mediator, Atty. Benjamin E. Pelaez, reads:

x x x

x x x

x x x

"After a lengthy discussion, the parties have agreed to amicably settle their issues under the following terms and conditions:

1)

Respondent Dr. Briones will be paid a separation pay in the amount of Three Hundred Seventy Thousand [P370,000.00];

2)

The case bond in the amount of Two Hundred Forty Seven Thousand Three Hundred Fifty Three and 75/100 [P247,353.75] deposited by the Petitioner with NLRC Regional Office No. XIII, Butuan City will be withdrawn by Respondent;

3)

Respondent Dr. Briones will continue teaching as faculty of the Business Administration Program until May 31, 2014;

4)

The Parties hereby agree to waive and render without effect the Decisions of the National Labor Relations Commission and to replace the same with this Compromise Agreement;

5)

The Parties agree to mutually waive any and all claims against each other, known or unknown, and undertake to no longer file any action against each other on matters arising out of the employment of the Petitioner with the Respondent;

6)

That the parties agreed that they will no longer pursue their case against each other and hereby pray that the Honorable Court of Appeals adopt this Compromise Agreement as its Decision in the above-captioned case.

IN WITNESS WHEREOF, the Parties hereto have mutually and voluntarily agreed to the above stipulations, and sign this Agreement, at the Philippine Mediation Center, Court of Appeals, on this 12th DAY OF DECEMBER 2013 for the consideration and approval of the Honorable Court.”

x x x

x x x

x x x

In the Compromise Agreement, the petitioner University appended Resolution No. 001, Series of SY 2012-2013[8] designating and authorizing Rev. Fr. John Christian U. Young, President of Father Saturnino Urios University (FSUU), Inc., (Formerly: Urios College, Inc.), as its attorney-in-fact and representative in any and all cases involving the institution with authority to appoint or designate his substitute in his absence. Likewise attached in the Compromise Agreement is the Appointment of a Substitute Attorney-in-Fact[9] executed by Rev.

Fr. John Christian U. Young, authorizing Lyndon T. Buque as his representative to attend, appear and represent the petitioners before the PMC-CA as well as to enter into an amicable settlement, negotiate, sign, and execute any and other documents required by the PMC-CA.

Article 1306 of the Civil Code provides that “contracting parties may establish such stipulations, clauses, terms, and conditions, as they may deem convenient, provided that they are not contrary to law, morals, good customs, public order, or public policy.” A compromise agreement is a contract whereby the parties make reciprocal concessions, avoid litigation, or put an end to one already commenced.[10] It is an accepted, even desirable and encouraged, practice in courts of law and administrative tribunals.[11]

The parties are instructed that a compromise agreement intended to resolve a matter already under litigation, like in this case, is a judicial compromise. Having judicial mandate and entered as its determination of the controversy, such judicial compromise has the force and effect of a judgment. It transcends its identity as a mere contract between the parties, as it becomes a judgment that is subject to execution in accordance with the Rules of Court. Thus, a compromise agreement that has been made and duly approved by the court attains the effect and authority of *res judicata*, although no execution may be issued unless the agreement receives the approval of the court where the litigation is pending and compliance with the terms of the agreement is decreed.[12]

Generally favored in law, such agreement is a bilateral act or transaction that is binding on the contracting parties and is expressly acknowledged by the Civil Code as a juridical agreement between them. Provided it is not contrary to law, morals, good customs, public order or public policy, it is immediately executory.[13] To be valid, a compromise agreement is likewise required by law to be based on real claims and to be actually agreed upon in good faith.[14] In this case, both conditions are present. The claims of the parties are valid, and the agreement done without any fraud or vice of consent.

WHEREFORE, finding that the Compromise Agreement dated December 12, 2013 is not contrary to law, morals, good customs, public order and public policy, this Court APPROVES it.

Judgment based upon the Compromise Agreement between petitioners Father Saturnino Urios University and Father John Christian U. Young, represented by Lyndon T. Buque and private respondent Redentor M. Briones dated December 12, 2013 is RENDERED, and the afore-quoted terms and conditions are deemed an integral part of the dispositive portion of this Decision. Parties are ORDERED to faithfully comply with the terms and conditions of the compromise agreement.

Accordingly, the Division Clerk of Court is hereby directed to issue an entry of judgment pursuant to Rule VII, Sec. 1, par. (b) of the 2009 Internal Rules of the Court of Appeals.

SO ORDERED.

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

[1] Rollo, pp. 3– 24.

[2] *Ibid.*, pp. 30-36.

[3] *Ibid.*, pp. 37-39.

[4] *Ibid.*, p. 36.

[5] *Ibid.*, pp. 272-273.

[6] Ibid., p. 279.

[7] Ibid., p. 281.

[8] Ibid., pp. 284-285.

[9] Ibid., pp. 282-283.

[10] Article 2028, Civil Code of the Philippines; Harold v. Aliba, G.R. No. 130864, October 2, 2007, 534 SCRA 478, 486.

[11] DMG Industries, Inc. v. Philippine American Investments Corporation, G.R. No. 174114, July 6, 2007, 526 SCRA 682, 687.

[12] Viesca v. Gilinsky, G.R. No. 171698, July 4, 2007, 526 SCRA 533, 557-558.

[13] MIAA v. ALA Industries Corp., G.R. No. 147349, February 13, 2004 citing Amarante v. CA, 232 SCRA 104, 108, May 3, 1994, v. CA, 321 Phil. 224, 231, December 4, 1995, Article 1306 of the Civil Code and Rosaura v. Judge Villanueva Jr., 389 Phil. 699, 706, June 26, 2000.

[14] National Commercial Bank of Saudi Arabia v. Court of Appeals, et al., G.R. No. 124267, January 17, 2005.

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