

FIRST INTRAMUROS BF CONDOMINIUM CORPORATION AND MAXY ABAD, PETITIONERS, VS. NATIONAL LABOR RELATIONS COMMISSION AND NANCY DINGAYAN QUIMPO, RESPONDENTS.

G.R. No. 103638. April 14, 1994

Ponente: VITUG, J.

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VITUG, J.:

This Petition for Certiorari, with prayer for the issuance of a writ of preliminary injunction, seeks to have the resolution, dated 24 September 1991, of the National Labor Relations Commission, which has affirmed the decision of 20 June 1990 of Labor Arbiter Manuel P. Asuncion, reversed and set aside.

On 01 February 1980, private respondent Nancy Dingayan Quimpo was employed by First Intramuros BF Condominium Corporation to be its Assistant Building Administrator for Finance and Administration. She, thereafter, received various promotions with corresponding increases in salary; in 1984, as senior Assistant Building Administrator; in 1985, as Building Administrator; and in 1986, as General Manager. In 1987, she was yet given another salary increase by petitioner corporation's president.

On 29 November 1988, private respondent received her 13th month pay based on her basic salary. She protested on the ground that it had been the company's policy to include other fringe benefits in the computation of the 13th month pay. Later, her salary was reverted to P8,107.50, the amount she was receiving in November 1987, on the excuse that the increase she was granted by the firm's president in December 1986 was not confirmed by the Board of Directors. Private respondent filed a complaint for underpayment, withholding of salary and diminution of her 13th month pay.

In a decision, dated 20 June 1990, Labor Arbiter Manuel P. Asuncion ruled:

"WHEREFORE, the respondents are hereby ordered to pay the complainant;

"1.) The full amount of her salary at P22,311.24 per month, from December 1988, with legal interest;

"2.) 13th month pay for 1987 in the amount of P6,200.00;

"3.) Moral and exemplary damages in the amount of P250,000.00

"The respondents must, also, pay the equivalent of 10% percent of the benefits awarded as attorney's fee.

"SO ORDERED." [1]

Petitioners appealed the Labor Arbiter's decision to the National Labor Relations Commission. On 24 September 1991, respondent commission issued the first questioned resolution, thus:

"WHEREFORE, premises considered, the appealed Decision is hereby Affirmed and the appeal dismissed for lack of merit.

"SO ORDERED."[2]

Petitioners filed a motion for reconsideration. On 27 December 1991, the second questioned resolution was issued, thus:

"WHEREFORE, in view thereof, the Commission's resolution in dispute must stand, and the Motion for Reconsideration is hereby dismissed for lack of merit. No further motion of similar nature shall be entertained.

"SO ORDERED."[3]

On 07 February 1992, a petition for certiorari, dated 27 January 1992, was filed with this court, asserting that -

"1. THE PUBLIC RESPONDENT ACTED WITHOUT OR BEYOND ITS JURISDICTION OR WITH GRAVE ABUSE OF DISCRETION WHEN IT SUSTAINED THE DECISION OF THE LABOR ARBITER THAT THE INCREASES IN THE SALARY OF THE PRIVATE RESPONDENT WERE VALID;

"2. THE PUBLIC RESPONDENT ACTED WITHOUT OR BEYOND ITS JURISDICTION OR WITH GRAVE ABUSE OF DISCRETION WHEN IT SUSTAINED PAYMENT TO THE PRIVATE RESPONDENT OF MORAL DAMAGES; AND

"3. THE PUBLIC RESPONDENT ACTED WITHOUT OR BEYOND ITS JURISDICTION OR WITH GRAVE ABUSE OF DISCRETION WHEN IT SUSTAINED PAYMENT OF THE PRIVATE RESPONDENT OF ATTORNEY'S FEES."[4]

Petitioners likewise prayed for the issuance of a temporary restraining order. In its resolution, dated 02 March 1992, this Court issued a temporary restraining order and required petitioners to post a cash or surety bond to be effective during the pendency of the case and until the judgment thereon is fully executed.[5] The temporary restraining order was later lifted in our resolution of 22 July 1992, on account of petitioners' failure to post another bond pursuant to our interim resolution of 18 May 1992.[6] On 23 September 1992, this Court resolved to give due course to the petition, and it required the parties to submit their respective memoranda.

On 15 February 1994, a "Joint Motion to Render Decision Based on the Compromise Agreement," was filed with this Court, hereunder reproduced in full:

"JOINT MOTION

TO RENDER DECISION BASED ON THE

COMPROMISE AGREEMENT

"COMES NOW both Petitioner FIRST INTRAMUROS BF CONDOMINIUM CORP. and PRIVATE RESPONDENT NANCY J. DINGAYAN-QUIMPO, in their own behalf, and unto this Honorable Supreme Court, most respectfully manifest:

"That, on 29 January 1994, both parties entered into a Compromise Agreement for the amicable settlement of the instant case;

"That, the said Compromise Agreement is herein-below reproduced, to wit:

"COMPROMISE AGREEMENT

"KNOW ALL MEN BY THESE PRESENTS:

"This AGREEMENT entered into by and between FIRST INTRAMUROS BF CONDOMINIUM CORP. and NANCY J. DINGAYAN-QUIMPO, herein-referred to below as the FIRST PARTY and SECOND PARTY, respectively, this 28th day of January, 1994.

"WITNESSETH:

"That, the SECOND PARTY has filed two (2) labor cases against the FIRST PARTY, to wit:

"1. NANCY J. DINGAYAN-QUIMPO versus FIBFCC

NLRC Case No. 00-12-05209-88

G.R. No. 103638

For: Withholding of wages and
underpayment of 13th month pay

"2. NANCY J. DINGAYAN-QUIMPO versus FIBFCC

NLRC Case No. 03-01229-89/CA 000266

G.R. No. 108830

For: Illegal Suspension and Illegal Dismissal

which cases are now pending before the Supreme Court;

"That, the above cases were decided by the NLRC in favor of the SECOND PARTY;

"That, both parties have decided to settle the above cases amicably by way of the following manner of settlement:

"a). That, the FIRST PARTY shall pay the SECOND PARTY the total amount of ONE MILLION TWO HUNDRED THOUSAND PESOS (P1,200,000.00) under the following program of payment:

1) 1[st] payment - February 1, 1994 P300,000.00

2) 2[nd] payment - March 1, 1994 P300,000.00

3) 3[rd] payment - April 1, 1994 P150,000.00

4) 4[th] payment - May 1, 1994 P150,000.00

5) 5[th] payment - June 1, 1994 P150,000.00

6) 6[th] payment - July 1, 1994 P150,000.00

Total P1,200,000.00

"That, the above shall constitute FULL settlement of the claim against the FIRST PARTY by the SECOND PARTY for backwages, separation pay, damages and attorney's fees.

"That, both parties hereby waive any and all claims in the present or in the future, whether civil, criminal or otherwise, that may arise from any and all incidents involving the above cases.

"SIGNED this 29th day of January 1994 in Kalookan City, Metro Manila, Philippines.

"FIRST PARTY SECOND PARTY

"FIRST INTRAMUROS BF

CONDOMINIUM CORP.

(Sgd.)

“Represented by: ATTY. NANCY J. DINGAYAN-QUIMPO

Complainant

(Sgd.)

"ENRIQUE M. ZALAMEA

Chairman of the Board and President

(Sgd.)

"RODRIGO GATMAITAN, JR.

Treasurer

"That, both parties have decided to terminate the above case to the best interest of all by executing the above-quoted Compromise Agreement which is hereto attached as Annex 'A';

"That, the above Compromise Agreement is not contrary to law, moral and public policy;

"WHEREFORE, in view of the foregoing, it is most respectfully prayed that the Compromise Agreement entered into by and between FIRST INTRAMUROS BF CONDOMINIUM CORP and NANCY J. DINGAYAN-QUIMPO be adopted by this Honorable Supreme Court as Its Decision on the above-entitled case.

"Kalookan City for Manila, 28 January 1994.

(Sgd.)

FIRST INTRAMUROS BF ATTY. NANCY J. DINGAYAN-QUIMPO

CONDOMINIUM CORP. Private Respondent

Petitioner

“Represented by:

(Sgd.)

"ENRIQUE M. ZALAMEA

Chairman of the Board

and President

(Sgd.)

"RODRIGO GATMAITAN, JR.

Treasurer”

The law not merely authorizes, but even encourages, the amicable settlement of disputes between parties (Art. 2029, Civil Code), and it does not limit such compromise to cases about to be filed but also to cases already pending in court.

WHEREFORE, finding the compromise agreement not to be contrary to law, morals, good customs, public order and public policy, the Court hereby APPROVES the same, and it ENJOINS the parties thereto to faithfully comply with the covenants, terms and conditions thereof. This resolution is immediately executory. No costs.

SO ORDERED.

Feliciano, (Chairman), Romero and Melo, JJ., concur.

Bidin, J., on leave.

[1] Rollo, p. 211-212.

[2] Rollo, p. 35.

[3] Rollo, p. 38.

[4] Rollo, p. 13.

[5] Rollo, p. 247.

[6] Rollo, p. 354.

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