

PHILIPPINES TODAY, INC., BETTY GO-BELMONTE, MAXIMO V. SOLIVEN, ARTURO A. BORJAL, AND ISAAC G. BELMONTE PETITIONERS, VS. NATIONAL LABOR RELATIONS COMMISSION AND FELIX R. ALEGRE, ...

G.R. No. 112965. January 30, 1997

Ponente: PANGANIBAN, J.

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PANGANIBAN, J.:

May a "Memorandum for File" which did not mention the words "resign" and/or "resignation" nonetheless juridically constitute voluntary resignation? In answering this question, the Court took into account not merely the literal meaning of the words and phrases used but, more importantly, the peculiar circumstances attendant to its writing as well as antecedent, contemporaneous and subsequent actions, which were inconsistent with the desire for continued employment of the writer, an intelligent executive occupying a position of trust in the Philippine Star and gifted with an unusual writing ability.

These circumstances and actions are explained by this Court in re- solving this petition for certiorari assailing the Decision [1] of the National Labor Relations Commission (Second Division) [2] in NLRC NCR CA 001863-91 entitled "Felix R. Alegre, Jr. vs. Philippines Today, Inc." promulgated on September 30, 1993, which reversed the decision of Labor Arbiter Pablo C. Espiritu, Jr., dated May 15, 1991. In a Resolution dated November 16, 1993, petitioners' motion for reconsideration was denied. [3]

The Facts

The undisputed facts are as follows: Petitioner Philippines Today, Inc. (PTI) is the owner of the Philippine Star, a daily newspaper of national and international circulation, while the individual petitioners are officers and members of the board of directors of PTI, namely, Betty Go-Belmonte, chairman of the board; Arturo A. Borjal, president; Maximo V. Soliven, publisher and chairman, editorial board; and Isaac G. Belmonte, treasurer. Private Respondent Felix R. Alegre, Jr. was employed by PTI in July 1986 as a senior investigative reporter of the Philippine Star with a monthly salary of eight thousand pesos (P8,000.00). He later became chief investigative writer and then assistant to the publisher. His monthly compensation was correspondingly increased to ten thousand pesos (P10,000.00).

On October 20, 1988, Respondent Alegre filed a request for a thirty-day leave of absence effective on the same date, citing the advice of his personal physician for him to undergo further medical consultations abroad. [4] Four days later, on October 24, 1988, he wrote a "Memorandum for File" [5] addressed to Petitioner Betty Go-Belmonte with copies furnished to members of the board of directors of PTI, the text of which is reproduced below:

"MEMORANDUM FOR FILE.

FOR :BETTY GO-BELMONTE

Chairman & CEO, The STAR Group of Publications

FROM : FELIX R. ALEGRE, JR.

DATE : 24 October 1988

SUBJECT : HAVING IT ALL

Truth like medicine hurts. But it cures.

The nice little chat we had last Thursday was most revealing. And certainly disconcerting.

What you had to tell me pained me, of course. But it has helped me just as much. It enabled me to see things clearly in their right perspectives. More importantly, it provided me with the answers to the questions that had long nagged me in my wakeful state.

For quite a time, I got this sinking feeling of being treated like a pariah of sorts by most of the senior executives around here. The frustration at my inability to put a finger at such a feeling somehow enhanced the angst within me. Until our chat. Now all the demons of my anxiety have been exorcised. And I am left alone to lick the wounds of my betrayal. It isn't easy, I know. But I shall pull through. Your candor and demonstrated faith in my person have been most assuaging. And for that alone, I am most grateful.

It has never occurred to me that, in my acceptance of the invitation from no less than the publisher himself, to join him at the Philippines Today, Inc., and the STAR Group of Publications, I was unwittingly signing my own death warrant as well. The insults he had later on hurled at my person, the malicious innuendoes he had spread around, casting doubts on my personal and professional integrity, had mercilessly torn at my soul, causing metaphysical death.

My credentials as a working journalist, I'd like to believe, got me this job at the STAR in the first place. And my bylines in the series of articles in the STAR From Day One of my official affiliation with the Company, should establish that fact.

I was an investigative reporter at the Manila Times when the publisher offered me to work with him at the STAR in 1986. I was given the assignment as senior investigative reporter, then chief investigative writer, until I was given a fancy title of assistant to the publisher.

As a corporate guy assisting the publisher in his day-to-day official function—and this is where I feel very strongly about citing some specifics of the things I did in this area, to wit:

. . . (omitted are said "specifics" of Respondent Alegre's accomplishments as assistant to the publisher deemed by this Court as not relevant to the appreciation of this memorandum in relation to the consideration of the petition.)

As can be gleaned from this recital of some of the "things done" (despite my distaste for trumpeting one's deeds, but has to be said, to set the record straight, in this instance), one can see that I obviously don different hats at any one time, doing administration and operations functions, apart from my journalistic duties. That I work as a teamplayer, and trying hard to be good at (sic) it, cannot be denied.

FOR DOING ALL THESE in the best spirit of corporate team-upmanship, what did I get in RETURN?

1. A pittance, salary/compensation-wise
2. Being conveniently bypassed in promotions, pay hikes, and other perks
3. Hindered from active participation in corporate affairs, by shooting at my ideas that otherwise would have been workable and profitable for the Company and its people (CF. Item 2 of my memo dtd 06 September 88

which had you interested in and supportive of).

4. Personally and professionally maligned, and accused of being an NPA (non-performing asshole, pardon my French).

By and large, all that I got are the twin demons of a civilized, unconscionable society: ECONOMIC INJUSTICE and PROFESSIONAL SABOTAGE.

When push comes to a shove . . . anything or everything comes crashing down. I'M HAVING IT ALL!

Since I am on leave, I guess I won't be able to see you for a while. I wish to take this opportunity to express my profound appreciation and sincere thanks for your genuine con-cren (sic) and honest initiatives to do a good turn on my behalf. You have been most candid and forthright with me. I can't be any less.

Thank you for everything. God bless.

Very sincerely,

(Sgd.) FELIX R. ALEGRE, JR.

copy furnished:

Members-of the Board, Phils. Today, Inc.

Dr. Ronaldo G. Asuncion

Mr. Antonio Roces"

On December 6, 1988, Respondent Alegre received from Petitioner Belmonte a letter, [6] as follows:

"November 9, 1988

MR. FELIX ALEGRE

Dear Jun,

During our board meeting yesterday, we discussed your letter dated October 24, 1988, and the Board decided to accept your resignation and that it would take effect on November 22, 1988 upon expiration of your one-month leave.

I would like to take this opportunity to say that we were happy to have had you with the STAR Group of Publications and that we would like to wish you the best of luck.

God bless. Thank you.

Very truly yours,

BETTY GO BELMONTE

Chairman of the Board

The Philippine Star"

The following day, Respondent Alegre wrote Petitioner Belmonte expressing surprise over the acceptance of his "resignation" as stated in the above-quoted letter. His letter [7] partly stated:

"It certainly beats me to be told that my 'resignation' has been accepted, when in truth and in fact no such move, however implicit it may be, and no such letter has ever been made from my end.

xxx xxx xxx

I am writing this letter not, certainly, to make any appeal, but simply to go on record that I did not resign. I filed a leave of absence. Yes. And that was dully (sic,) approved. Then I sent you a memorandum for file expressing my sentiments on certain things, candid statements that came to b4 (sic) expressed inspired by your candor and sincerity in our last little chat. Now, if you read that memo to mean resignation, that is your responsibility. And I am not just about to contest it. x x x"

This was followed by another letter on January 2, 1989, wherein Alegre, through counsel, [8] reiterated that he never resigned. He accused petitioners of illegal dismissal as can be perceived allegedly from the discrimination against him in promotions, benefits and the ploy to oust him by considering his memorandum as a resignation. He claimed that as a result, he suffered mental anguish, social humiliation, besmirched reputation and moral shock. He thus demanded indemnification for "the material and moral losses he has incurred". He further wrote that he was not insisting to be taken back after being shown that he was no longer wanted in the company.

Counsel [9] for petitioners, in a reply on January 19, 1989, explained that the acceptance of Alegre's resignation was a collective decision of the board of directors since "nobody in his right mind would write a memorandum of the sort he wrote and still not resign. To them, the memorandum was tantamount to a resignation even if Mr. Alegre did not say so in so much words." With respect to his claim for damages, petitioners' counsel said, "he has not shown any specific fact or circumstance that would justify his claim, even remotely." Hence, "the Star cannot accede to the same."

On May 17, 1989, Respondent Alegre filed a complaint for illegal dismissal and damages against herein petitioners. [10] The labor arbiter dismissed said complaint in his decision of May 15, 1991. We quote significant portions of said decision:

"This office has minutely dissected (sic) the letter and while it be said that nothing therein mentions about resigning from his position as Assistant to the Publisher, a perusal of the letter as a whole shows that the intention of the complainant was to resign from his post. The subject as — "Having it all" together with his frustrations and disappointment in the office coupled with his statement that "when push comes to a shove, everything comes crushing (sic) down" and that: he is "having it all" and with his concluding sentence of "Thank you for everything" are (sic) clear indications that he was in fact resigning.

As a journalist and a writer, complainant need not write his letter of resignation in black and white. He can do so in many other ways, words and actions to show his real intention of leaving his job.

xxx xxx xxx

Complainant's subsequent overt acts particularly his failure to report to his job after the expiration of his leave of absence, his being gainfully employed with the Office of Senator Laurel (as Chief of Staff) and his act of clearing and removing his personal files, things and belongings from his desk prior to his (complainant) knowledge or receipt of the letter accepting his resignation(,) clearly indicates that complainant was not terminated from his job but rather he resigned from his job...

xxx xxx xxx

WHEREFORE, premises considered, judgment is hereby rendered dismissing the complaint for illegal dismissal and damages for lack of merit, and ordering respondent, Philippines Today, Inc., to pay complainant the amount of THIRTY THOUSAND (P30,000.00) PESOS by way of separation pay in the interest of compassionate labor justice and; dismissing Respondents (sic) counterclaim for damages for lack of merit. [11]

On appeal by Alegre, the above decision was set aside by the NLRC. Adopting the definition in Black's Law Dictionary (5th Edition) of resignation as a "formal renouncement or relinquishment of an office," it held that herein Respondent Alegre did not resign as there was no actual act of relinquishment to constitute complete and

operative resignation. According to the NLRC, the request for a leave of absence by Respondent Alegre meant that he intended to return after the period of his absence. Such intent was bolstered by his filing of a request for an extension of his leave. Further, when he received the letter of Petitioner Belmonte dated November 9, 1988 informing him of the acceptance by the Board of his resignation, he immediately wrote a letter to Petitioner Belmonte, expressing in no uncertain terms that he did not resign. These circumstances led the NLRC to hold that Respondent Alegre was constructively dismissed without just cause and to order petitioners to pay him full backwages for three years from the time of dismissal, separation pay in lieu of reinstatement, moral and exemplary damages and attorney's fees. [12]

Issues

Petitioners argue that the NLRC committed grave abuse of discretion:

1. in finding them guilty of illegally dismissing Respondent Alegre;
2. in awarding Respondent Alegre moral and exemplary damages and attorney's fees without any factual and legal basis; and,
3. even assuming that Respondent Alegre was illegally dismissed, in contravening and disregarding this Court's ruling in *Alex Ferrer, et al. vs. NLRC (Second Division)* [13] by erroneously computing backwages, as it did not deduct the amounts earned by Respondent Alegre while he was admittedly employed in the office of Senator Sotero H. Laurel.

The pivotal question is whether the Memorandum for File of Respondent Alegre addressed to Petitioner Belmonte constitutes a letter of resignation.

In construing it so, petitioners advance these arguments: (1) Respondent Alegre had spoken openly to Petitioner Belmonte of his desire to leave the Philippine Star; (2) the contents of his memorandum indicate an intention on his part not to return to his job even if he did not categorically mention resignation; (3) he never returned to work after his authorized leave expired and even cleared his desk of his personal belongings; and, (4) he obtained employment as chief of staff of the office of Senator Sotero Laurel for which he was paid a higher salary. Having been led to believe that Alegre wanted to resign and in honestly perceiving his memorandum as a resignation letter, petitioners cannot be held liable for moral and exemplary damages because they believe their action was in accordance with law. Lastly, petitioners contend that, even assuming they were liable for illegal dismissal, the NLRC, in granting backwages, should have deducted the amount earned by Alegre from his subsequent employment.

Private respondent, on the other hand, maintains that he had no intention of resigning from PTI. He insists that: (1) in writing the memorandum, he was merely lamenting the work environment at PTI and apprising Petitioner Belmonte of the situation; (2) a resignation should be unequivocal in nature; (3) his non-return to work after his original leave expired is explained by his subsequent request for an extension thereof due to medical reasons; (4) and the letter of Petitioner Belmonte obviated any desire for him to return to his work since petitioners practically terminated his employment. He further contends that petitioners' tenacious resistance in admitting their mistake bespeaks of bad faith and shows their real intention to end his services, which entitles him to moral and exemplary damages. In representation of public respondent, the Solicitor General supported private respondent's position.

The Court's Ruling

The petition is meritorious.

Pivotal Issue: Did the Memorandum for File Constitute Voluntary Resignation?

After a thorough scrutiny of the Memorandum for File of Respondent Alegre and a careful deliberation on the peculiar circumstances attendant to its writing and the antecedent, contemporaneous and subsequent actions of private respondent, we hold that said memorandum juridically constituted a letter of resignation.

We see merit in the findings and conclusions drawn by the labor arbiter. They are more in accord with prudence, common sense and sound judgment. The labor arbiter correctly deduced from Alegre's memorandum and attendant actuations that he resigned. In contrast, the NLRC was too strict in its interpretation of what constitutes "resignation." It adhered literally to the dictionary meaning of the word without relating it to the peculiarity of the factual circumstances surrounding the case. Courts and quasi-judicial bodies, in the exercise of their functions and in making decisions, must not be too dogmatic as to restrict themselves to literal interpretations of words, phrases and sentences. A complete and wholistic view must be taken in order to render a just and equitable judgment.

Incendiary words and sarcastic remarks negate alleged desire to improve relations

Alegre's choice of words and way of expression betray his allegation that the memorandum was simply an "opportunity to open the eyes of (Petitioner) Belmonte to the work environment in petitioners' newspaper with the end in view of persuading (her) to take a hand at improving said environment." Apprising his employer (or top-level management) of his frustrations in his job and differences with his immediate superior is certainly not done in an abrasive, offensive and disrespectful manner. A cordial or, at the very least, civil attitude, according due deference to one's superiors, is still observed, especially among high-ranking management officers. The Court takes judicial notice of the Filipino values of pakikisama and paggalang which are not only prevalent among members of a family and community but within organizations as well, including work sites. An employee is expected to extend due respect to management, the employer being the "proverbial hen that lays the golden egg," [14] so to speak. An aggrieved employee who wants to unburden himself of his disappointments and frustrations in his job or relations with his immediate superior would normally approach said superior directly or otherwise ask some other officer possibly to mediate and discuss the problem with the end in view of settling their differences without causing ferocious conflicts. No matter how the employee dislikes his employer professionally, and even if he is in a confrontational disposition, he cannot afford to be disrespectful and dare to talk with an unguarded tongue and/or with a baleful pen. Here, respondent Alegre was anything but respectful and polite. His memorandum is too affrontive, combative and confrontational. It certainly causes resentment, even when read by an objective reader. His incendiary words and sarcastic remarks, to quote some:

"For quite a time, I got this sinking feeling of being treated like a pariah of sorts by most of the senior executives around here. The frustration at my inability to put a finger at such a feeling somehow enhanced the angst within me. . . . Now all the demons of my anxiety have been exorcised. And I am left alone to lick the wounds of my betrayal. x x x

It has never occurred to me that, in my acceptance of the invitation from no less than the publisher himself, to-join him . . . I was unwittingly signing my own death warrant as well. The insults he had later on hurled at my person, the malicious innuendoes he had spread around casting doubts on my personal and professional integrity, had mercilessly torn at my soul, causing metaphysical death."

negate any desire to improve work relations with Petitioner Soliven and other PTI executives. Such strongly worded letter constituted an act of "burning his bridges" with the officers of the company.

Seeking relief incompatible with writing offensive letter

Any management officer, much so an immediate superior, would be offended, if not enraged, with the insults and innuendoes stated in said memorandum; more so because the memorandum was not directly addressed to him but to the chairman and CEO and copy furnished all other officers and members of the board of directors. Any

discerning mind can perceive that the letter is not simply a recitation of respondent Alegre's gripes, disappointments, frustrations and heartaches against the company and its officers particularly Petitioner Soliven, as postulated by the Solicitor General in his comment. [15] If it were so, why was it not addressed directly to the person concerned? His memorandum clearly indicated that his problems involved, or were supposedly caused by only one person, Mr. Soliven, his immediate superior. But it was not even addressed to him! How can he expect amends in their relations if that was all he wanted? The Solicitor General was simply turning a blind eye to the obvious fact that said memorandum, for all intents and purposes, was intended, wittingly or unwittingly, to end employment relations.

Respondent Alegre a well-educated journalist

It should not escape our attention that respondent Alegre is a professional journalist and persuasive writer. On top of that, he was a law graduate. He must have known the drilling effect of his bitter and sarcastic remarks upon the petitioners and must have intended the same. Ordinary words are to be construed in their ordinary meaning. Commonsense dictates that Alegre meant to resign when he wrote the memorandum. Otherwise, he should have used a more tempered language and a less confrontational tone. Moreover, he held a position of evident responsibility requiring the utmost confidence of his immediate superior. As assistant to the publisher doing, in his very own words, "administration and operations functions, apart from (my) journalistic duties," it is apparent that Alegre was not employed simply for his writing skills. Top management certainly reposed full trust and confidence in him and placed him in a position of considerable management influence.

PTI officers of uncommon intelligence and perception

Furthermore, his memorandum was addressed to the chairman and chief executive officer of PTI and furnished all members of the board of directors. These officers which include the likes of the late Betty Go-Belmonte, Maximo V. Soliven and Arturo A. Borjal, long-time and well-respected journalists acclaimed locally and internationally, are themselves people of uncommon perception and intellect. They will not miscomprehend the meaning and intent of Alegre's memorandum, which was not by any means a simple way of seeking relief but well a way to get out of the company. What else could he have meant with these concluding remarks:

"By and large, all that I got are the twin demons of a civilized, unconscionable society: ECONOMIC INJUSTICE and PROFESSIONAL SABOTAGE.

When push comes to a shove . . . anything or everything comes crashing down. I'M HAVING IT ALL!"

Respondent Alegre, being a journalist himself and having worked with them for sometime, knew how his letter would be perceived and received. Besides, as discussed earlier, Alegre is likewise a well-educated man of more than average intelligence. The conclusion is inevitable that he had more than enough sense to anticipate the consequences and effects of his words and actions. Indeed, what a man sows, he reaps.

Trust and confidence breached

In addition, respondent Alegre is a highly confidential employee who holds his job at the pleasure of his employer or, stated otherwise, for as long as he enjoys the trust and confidence of his employer. Corollarily, he likewise must repose trust and confidence in his employer or, at the very least, his immediate superior. But any superior hurled with invectives from a confidential employee, much more one occupying a managerial position at the same time, will definitely lose trust and confidence in the latter. And there can be no way to interpret such letter other than as a withering of trust and confidence by the employee in his boss. The use of offensive language can only mean expression of disloyalty and disrespect. It renders the writer unworthy of the trust and confidence demanded by his position. It is beyond human nature to expect two persons with underlying mistrust in each other to

continue to work together effectively, not to say, harmoniously.

Antecedent, Contemporaneous and Subsequent Actions Affirming Resignation

In addition to his memorandum and the circumstances attendant thereto which were just discussed, the Court notes some peculiar actions confirming Alegres' intention to terminate his employment with the Star.

(1) Medical reasons for leave of absence not proved

First, he claims that his leave of absence was due to medical reasons, for which he was supposed to seek relief abroad. However, the Court scoured the records but found nothing to show that he actually underwent any medical check-up. Much less, medical examination abroad. Nothing really backs up such claim except his bare statements which, evidentially, are at best self-serving.

(1) Cleared desk of personal belongings

Second, respondent Alegre cleared his desk of his personal belongings even before he knew of the acceptance of his resignation. [16] Such act certainly bares his intent to leave his job. Respondent Alegre has not refuted nor offered any sufficient explanation for this action. We cannot but give due credit to the petitioners' contention that such act was expressive of his intent to resign.

(1) Did not report back to work

Third, respondent Alegre did not return to his job after his authorized leave of absence expired in November 1988. Although he sent another letter [17] requesting for an extension of his leave, there is no showing on record that the same was approved by petitioners. It is standard office procedure that applications for leave of absence are subject to the approval of the employer. These are not automatically granted upon filing. Except to cite in his request "travel log (sic) coupled with advice of my physician," respondent Alegre has not proven the emergency nature of the cause/s of his extended leave. Again, we cannot but give due credence to petitioners' contention that this was another operative evidence of Alegre's intent to resign.

His non-return to work, though, is not equivalent to abandonment of work. For in the latter, it is necessary to prove "clear and deliberate intent" coupled with unjustified. absence and overt acts unerringly pointing to the fact that the employee simply does not want to work anymore. [18] In the case at bench, Alegre voluntarily resigned through his memorandum albeit written in the guise of a grievance letter. The law and jurisprudence on abandonment have thus no application in the present case.

(4) Not deprived of chance to return to work

Fourth, if Respondent Alegre had really no intention to resign, he could have reported back to work. His contention that he was effectively deprived of any chance to return to his work because of the acceptance of his purported resignation cannot be sustained. He claims that he received the notice dated November 9, 1988 only on December 6, 1988. But this means that for about two weeks after his leave expired, he had all chances to return to his work. Yet he chose not to. The obvious reason is that he had actually no intention of doing so.

(5) Alegre expressly manifested intention to resign

Prior to sending his memorandum, Respondent Alegre informed Petitioner Belmonte of his intention to resign from the Philippine Star. This is shown by the testimony (cross examination) of the late Mrs. Belmonte before the labor arbiter on January 13, 1990 as follows:

"ATTY. BORRETA:

And you took that action, meaning the Board acted on this Memo for File which you considered as his letter of resignation without consulting or talking with the complainant first?

WITNESS:

The complainant had also applied for leave of absence and he talked with me that he was leaving for the United States. Actually I remember he requested a conversation but he did not specify what the conversation was about, Your Honor. He was telling me that he wanted to leave, has signed another job. And I told him that is not my prerogative and I am only Chairman of the Board; and he came upon the recommendation of our Publisher and he was at that time Assistant to the Publisher; that he should talk to the Publisher first and I even advised him to patch up whatever differences he might have. In that conversation, he said something about leaving and he even said to me that when he leaves, he would ask his two (2) sons who were working with us to leave too. And I think I made a comment, and that must be what he was referring to. I said; oh, but your sons are very hardworking. In fact I said the Publisher, Max Soliven, told me that 'sana you were as good as your sons' maybe that was his feeling. That is my way of trying to tell him that your sons are very hard-working because he said when I leave I am going to ask them to leave too. Maybe because of that he gave me the impression that he wanted to leave.

ATTY. BORRETA:

And this happened before he wrote this memo for file on October 24, 1988?

WITNESS:

Yes, sir

ATTY. BORRETA:

And because of that you got the impression that he had the intention to resign?

WITNESS:

Yes sir" [19]

(6) Assumed job in another office

Finally, the most telling of the actions undertaken by Respondent Alegre which evidently demonstrate his intent to resign was his immediate employment as chief of staff of the office of then Senator Sotero H. Laurel, with a much higher compensation at P14,600.00 per month plus P2,000.00 per month driver's allowance. He admitted in his testimony before the labor arbiter on November 6, 1989 that he was employed therein about a year before (the date of his testimony) or sometime in November 1988. [20] The date coincided with the period of his leave of absence or immediately thereafter. If he had no intention of resigning and was on leave for medical reasons as he alleged, why then did he commence a new job in another office at about the same period? His assumption of a new job prior to receiving Mrs. Belmonte's letter on December 6, 1988 is clearly inconsistent with any desire to remain in employment with PTI. This is particularly evident because both jobs required full-time work. Moreover, working in a newspaper which prides in its independence from partisan activities is incompatible with a concurrent political office held by respondent.

Side Issue: May a Resignation Be Unilaterally Withdrawn?

Having established that Respondent Alegre resigned, we now tackle the corollary issue of whether he can unilaterally withdraw his resignation. We hold that he cannot do so.

The case of *Intertrod Maritime, Inc. vs. NLRC* [21] is in point. The employee therein who was a ship engineer,

while at Port Pylus, Greece, requested for relief due to "personal reasons." The master of the ship, who had authority to "sign off" an employee requesting relief, approved his request but informed the employee that repatriation expenses were for his account and that he had to give thirty days notice in view of clause 5 of the employment contract. When the vessel was at Port Said, Egypt four days later, the master "signed him off" and paid him in cash all amounts due him less repatriation expenses. On his return to the Philippines, the employee filed a complaint charging his employer with breach of employment contract and violation of the National Seamen Board rules and regulations. He claimed that his request for relief was only for the sole purpose of enabling him to take care of a fellow member of the crew who was hospitalized in Greece. Hence, after he was disallowed from disembarking thereat, the reason no longer existed and, consequently, he was illegally dismissed when he was forced to "sign off" in Egypt even as he signified his intention of continuing his work.

The Court ruled against the employee. It held that resignations, once accepted, may not be withdrawn without the consent of the employer. If the employer accepts the withdrawal, the employee retains his job. If the employer does not, the employee cannot claim illegal dismissal. To say that an employee who has resigned is illegally dismissed, is to encroach upon the right of employers to hire persons who will be of service to them.

Obviously, this is a recognition of the contractual nature of employment which requires mutuality of consent between the parties. An employment contract is consensual and voluntary. Hence, if the employee "finds-himself in a situation where he believes that personal reasons cannot be sacrificed in favor of the exigency of the service, then he has no other choice but to disassociate himself from his employment". [22] If accepted by the employer, the consequent effect of resignation is severance of the contract of employment.

A resigned employee who desires to take his job back has to re-apply therefor and he shall have the status of a stranger who cannot unilaterally demand an appointment. He cannot arrogate unto himself the same position which he earlier decided to leave. To allow him to do so would be to deprive the employer of his basic right to choose whom to employ. Such is tantamount to undue oppression of the employer. It has been held that an employer is free to regulate, according to his own discretion and judgment, all aspects of employment including hiring. [23] The law, in protecting the rights of the laborer, impels neither the oppression nor self-destruction of the employer. [24]

Consistent with our ruling in *Intertrod*, the resignation of respondent *Alegre* after its acceptance by petitioners can no longer be withdrawn without the consent of the latter. In fairness to the employer, an employee cannot backtrack on his resignation at his whim and without the conformity of the former.

The instant case is unlike *Molave Tours Corporation vs. NLRC* [25] and *People's Security, Inc. vs. NLRC*. [26] In *Molave*, acting on reports that the employee was on several occasions found drunk within work premises, the employer required him to explain in writing said charges. Notwithstanding his explanation and request for a confrontation with his accusers, the employee was made to sign a resignation letter. Two months after, he filed a complaint for illegal dismissal. The labor arbiter, affirmed by the NLRC, found that the employee was merely forced and intimidated into resigning. The Court reiterated that resignation must be voluntary on the part of the employee. It thus ordered the employer to reinstate the employee and award backwages and other benefits due him since there was no effective resignation.

Likewise in *People's Security*, there was a finding of involuntary resignation. The employees therein who were security guards were not given assignments by their employer after the latter's security services contract with *Meralco* expired. The employees requested for loans to be deducted from their security bond deposits, which requests were denied by the employer who insisted that they must turn in their resignations first before their security bond deposits could be released. Not having been given new work assignments and being in dire financial

need, the employees submitted their resignation letters. Three months later, they filed money claims which were later amended to include illegal dismissal. The employer contended that the employees voluntarily severed their employment because they turned in their resignation letters and assumed jobs with another security agency. Again the Court held that resignation is a voluntary act of the employee. When the employees were told that they would not be granted loans unless they resigned, they had no choice since they desperately needed money to meet their respective families' needs. They were also forced to accept jobs at another agency as a practical solution to their employment problems which were caused by the employer's refusal and failure to provide them with new assignments.

In the case of *Indophil vs. NLRC*, [27] on the other hand, the employee voluntarily submitted a resignation letter but later tried to retrieve the same. He contended though, that he was thereafter prevented by the company guard from entering the work premises because of his resignation. He sued for illegal dismissal. His employer claimed abandonment of work since he was required to report and to explain his unauthorized absences but did not. In holding that there was no dismissal, the Court regarded the employer's act of requiring the employee to report and explain his unauthorized absences as non-acceptance of the previous resignation of the employee. Thus, the employer still considered him as its employee in spite of the filed resignation letter. With respect to the latter's allegation that he was prevented by the company guard from entering the premises, the Court chided him for not having inquired into its veracity and for simply relying on the bare statement of the guard. It said that the employee should be more vigilant of his rights.

The above three cases are dissimilar to the case at bar. In the first two cases, there were involuntary resignations while in the third there was an unaccepted resignation. In the instant case, however, the resignation was voluntary and it was accepted by the employer. Thus, our grant of the petition.

Since we find no case of illegal dismissal, we will no longer pass upon the two other issues raised by petitioners which are mere consequences of the contrary finding made by the NLRC. Necessarily, there can be no award of any moral or exemplary damages, backwages and separation pay.

Epilogue

Both the Constitution and the Labor Code mandate a bias in favor of labor. Hence, this Court, as a matter of judicial policy, leans backwards to protect labor and the working class against the machinations and incursions of their more financially entrenched employers. In the present case, however, it is obvious to us that private respondent's memorandum could not have been intended merely to persuade management to improve the work environment at the Philippine Star. Rather, it was evidently a recitation of the facts and reasons why respondent Alegre could no longer continue working under what he believed were unbearable conditions in the work place. The offensive language used by a well-educated man endowed with unusual writing skill could not have been intended merely for the "suggestion box." That it was addressed and given to persons of uncommon perception themselves takes the letter out of ordinary employer employee communications. It is true that there was no direct mention of the word "resignation." However, the incendiary words employed denote a clear intent to end the writer's association of trust and confidence with his superiors and employer. This intent becomes even more manifest when viewed in light of attendant acts of Alegre, particularly his prolonged leave of absence, his clearing of his own desk of personal belongings, his failure to report back to work after the expiration of his approved leave, his verbal expression of his intent to resign, and most notably, his assumption of a higher paying job in a political office which was incompatible with his work at the Star.

In deciding cases, this Court does not matter-of-factly apply and interpret laws in a vacuum. General principles do not decide specific cases. Rather, laws are interpreted always in the context of the peculiar factual situation of

each case. Each case has its own flesh and blood and cannot be decided simply on the basis of isolated clinical classroom principles. The circumstances of time, place, event, person, and particularly attendant circumstances and actions before, during and after the operative fact should all be taken in their totality so that justice can be rationally and fairly dispensed.

WHEREFORE, premises considered, the petition is GRANTED. The assailed Decision and Resolution of the NLRC are SET ASIDE. The temporary restraining order issued by this Court is made PERMANENT . No costs. SO ORDERED.

Narvasa, (Chairman), C.J, Davide, Jr., Melo, and Francisco, JJ., concur.

[1] Rollo, pp. 21-34.

[2] Composed of Commissioner Domingo H. Zapanta, ponente; Commissioners Edna Bonto-Perez and Rogelio I. Rayala, concurring.

[3] Rollo, p. 36.

[4] Assailed Decision, p. 2.

[5] Records, pp. 40-42.

[6] Records, p. 28.

[7] Records, p. 160.

[8] Attys. Carag, Caballes, Jamora, Rodriguez and Somera; records, pp. 29-30.

[9] Atty. Antonino B. Villano; records, pp. 31-32.

[10] NLRC Case No. 00-05-02317-89.

[11] Rollo pp. 44, 46 & 48.

[12] Rollo, pp. 31-34.

[13] 224 SCRA 410, July 05, 1993 (not August 13, 1993 as stated in the petition).

[14] Homeowners Savings and Loan Association vs. NLRC, G.R. No. 97067, September 26, 1996, Justice Regino C. Hermosisima, Jr., ponente.

[15] Comment of the Solicitor General, p. 6; rollo, pp. 89-103.

[16] Decision of the Labor arbiter, pp. 10-11; rollo pp. 46-47.

[17] Records, p. 159.

[18] Kingsize vs. NLRC, 238 SCRA 349, November 24, 1994; Nueva Ecija vs. Minister of Labor, 184 SCRA 25, April 3, 1990, citing Flexo Manufacturing vs. NLRC, 135 SCRA 145, February 28, 1985, Penaflor vs. NLRC, 120 SCRA 68, January 17, 1983.

[19] TSN, January 13, 1990, pp. 90-94.

[20] TSN, November 6, 1989, pp. 5-7.

[21] 198 SCRA 318, June 19, 1991.

[22] Ibid. citing *Dosch vs. NLRC*, 123 SCRA 296, July 5, 1983.

[23] See *San Miguel Brewery Sales Force Union (PTGWO) vs. Ople*, 170 SCRA 25, February 8, 1989; homeowners, *supra* note 14.

[24] *Supra* note 21 citing *Philippine Airlines, Inc. vs. PAL Employees Association*, 57 SCRA 489, June 28, 1974.

[25] 250 SCRA 326, November 24, 1995.

[26] 226 SCRA 146, September 8, 1993.

[27] 226 SCRA 723, September 27, 1993.

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