

FLOURISH MARITIME SHIPPING and LOLITA UY, Petitioners, vs. DONATO A. ALMANZOR, Respondent.

G.R. No. 177948. March 14, 2008

Ponente: NACHURA, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-177948/>

NACHURA, J.:

This is a Petition for Review on Certiorari under Rule 45 of the Rules of Court assailing the Decision[1] of the Court of Appeals dated February 27, 2007 and its Resolution[2] dated May 18, 2007 in CA-G.R. SP No. 95056. The assailed Decision affirmed with modification the Decision[3] of the National Labor Relations Commission (NLRC) dated April 28, 2006 in NLRC NCR CA NO. 046596-05 which, in turn, affirmed the Decision[4] of Labor Arbiter Lutricia F. Quitevis-Alconcel, dated October 7, 2005 in OFW NLRC CASE NO. (M) 05-01-0243-00.

The facts of the case are as follows:

Respondent Donato A. Almanzor entered into a two-year employment contract with Flourish Maritime Shipping as fisherman, with a monthly salary of NT15,840.00 with free meals every day. It was, likewise, agreed that respondent would be provided with suitable accommodations.[5]

On October 1, 2004, respondent was deployed to Taipei, Taiwan as part of the crew of a fishing vessel known as FV Tsang Cheng 66. Respondent was surprised to learn that there were only five (5) crew members on board and he had to buy his own food, contrary to the agreed stipulation of free food and accommodation.[6]

While on board, the master of the vessel gave respondent orders which he could not understand; thus, he failed to obey him. Consequently, enraged at not being obeyed, the master struck him, hitting the right dorsal part of his body. He then requested medical assistance, but the master refused.[7] Hence, he sought the help of petitioner Lolita Uy (the manning agency owner), who then talked to the master of the vessel.

While the vessel was docked at the Taipei port, respondent was informed that he would be repatriated. Upon his arrival in the Philippines, he reported to petitioners and sought medical assistance after which he was declared “fit to work.” Petitioners promised that he would be redeployed, but it turned out that it was no longer possible because of his age, for then he was already 49 years old.

Thus, respondent filed a complaint for illegal dismissal, payment for the unexpired portion of his employment contract, earned wages, moral and exemplary damages plus attorney’s fees.

Petitioners countered that respondent voluntarily resigned[8] from his employment and returned to the Philippines on the same day. They, likewise, sought the dismissal of the complaint for failure of respondent to comply with the grievance machinery and arbitration clause embodied in the contract of employment. Lastly, they insisted that respondent failed to discharge the burden to prove that he was illegally dismissed.[9]

On October 7, 2005, the Labor Arbiter rendered a Decision in favor of respondent, the dispositive portion of

which reads:

WHEREFORE, viewed from the foregoing, judgment is hereby rendered declaring respondents guilty of illegal dismissal.

Respondents Flourish Maritime Shipping and Wang Yung Chin are hereby ordered to jointly and solidarily pay complainant Donato A. Almanzor the amount of NT15,840.00 times six (6) months or a total of NT Ninety-Five Thousand Forty (NT95,040.00). Respondents shall pay the total amount in its peso equivalent at the time of actual payment plus legal interest.

All other claims herein sought and prayed for are hereby denied for lack of legal and factual bases.

SO ORDERED.[10]

On appeal to the NLRC, the Commission affirmed in toto the Labor Arbiter's findings.

Unsatisfied, petitioners elevated the matter to the Court of Appeals on petition for certiorari.[11] The appellate court agreed with the Labor Arbiter's conclusion (as affirmed by the NLRC) that respondent was illegally dismissed from employment. It, however, modified the NLRC decision by increasing the monetary award due respondent in accordance with its interpretation of Section 10 of Republic Act (R.A.) 8042.[12]

Both the Labor Arbiter and the NLRC Board of Commissioners awarded such amount equivalent to respondent's salary for six (6) months (3 months for every year of the unexpired term) considering that respondent's employment contract covered a two-year period and he was dismissed from employment after only 26 days of actual work. The CA, however, disagreed with such interpretation. According to the CA, since respondent actually worked for 26 days and was thereafter dismissed from employment, the unexpired portion of the contract is one (1) year, eleven (11) months and four (4) days. For the unexpired one (second) whole year, the court awarded three months' salary. As to the 11 months and 4 days of the first year, the appellate court refused to apply the three-month rule. Instead, in addition to three months (for the unexpired second year), it awarded full compensation corresponding to the whole unexpired term of 11 months and 4 days. Thus, the CA deemed it proper to award a total amount equivalent to the respondent's salary for 14 months and 4 days.[13]

Petitioners now raise the following issues for resolution:

- WHETHER OR NOT THE THREE LETTERS ARE RESIGNATION LETTERS OR QUITCLAIMS.
- WHETHER OR NOT THE MODIFICATION OF THE NLRC DECISION BY THE COURT OF APPEALS IS CONTRARY TO LAW.[14]

Simply stated, petitioners want this Court to resolve the issue of whether respondent was illegally dismissed from employment and if so, to determine the correct award of compensation due respondent.

The Labor Arbiter concluded that petitioners, who had the burden of proof, failed to adduce any convincing evidence to establish and substantiate its claim that respondent voluntarily resigned from employment.[15] Likewise, the NLRC held that petitioners failed to show that respondent was not physically fit to perform work due to his old age. Moreover, the labor tribunal said that petitioners failed to prove that the employment contract indeed provided a grievance machinery.[16] Clearly, both labor tribunals correctly concluded, as affirmed by the Court of Appeals, that respondent was not redeployed for work, in violation of their employment contract. Perforce, the termination of respondent's services is without just or valid cause.

We reiterate the dictum that this Court is not a trier of facts, and this doctrine applies with greater force in labor cases. Factual questions are for the labor tribunals to resolve. In this case, the factual issues were resolved by the

Labor Arbiter and the NLRC. Their findings were affirmed by the Court of Appeals. Judicial review by this Court does not extend to a reevaluation of the sufficiency of the evidence upon which the proper labor tribunal has based its determination.[17]

On the amount of the award due respondent, Section 10 of R.A. 8042 provides:

SECTION 10. Money Claims. – x x x

x x x x

In case of termination of overseas employment without just, valid or authorized cause as defined by law or contract, the worker shall be entitled to the full reimbursement of his placement fee with interest at twelve percent (12%) per annum, plus his salaries for the unexpired portion of his employment contract or for three (3) months for every year of the unexpired term, whichever is less.

x x x x.

The correct interpretation of this provision was settled in *Marsaman Manning Agency Inc. v. National Labor Relations Commission*[18] where this Court held that “the choice of which amount to award an illegally dismissed overseas contract worker, i.e., whether his salaries for the unexpired portion of his employment contract, or three (3) months’ salary for every year of the unexpired term, whichever is less,” comes into play only when the employment contract concerned has a term of at least one (1) year or more.[19]

The employment contract involved in the instant case covers a two-year period but the overseas contract worker actually worked for only 26 days prior to his illegal dismissal. Thus, the three months’ salary rule applies. There is a similar factual milieu between the case at bench and *Olarte v. Nayona*.[20] The only difference lies in the length of the subject employment contract: *Olarte* involved a one-year contract; while the employment in this case covers a two-year period. However, they both fall under the three months’ salary rule since the term of the contract is “at least one year or more.” In *Olarte*, as well as in *JSS Indochina Corporation v. Ferrer*,[21] we ordered the employer of an illegally dismissed overseas contract worker to pay an amount equivalent to three (3) months’ salary.

We are not in accord with the ruling of the Court of Appeals that respondent should be paid his salaries for 14 months and 4 days. Records show that his actual employment lasted only for 26 days. Applying the above provision, and considering that the employment contract covers a two-year period, we agree with the Labor Arbiter’s disposition, as affirmed by the NLRC, that respondent is entitled to six (6) months’ salary. This is obviously what the law provides.

WHEREFORE, the petition is **PARTIALLY GRANTED**. The Decision of the Court of Appeals, dated February 27, 2007, and its Resolution dated May 18, 2007 in CA-G.R. SP No. 95056, are **AFFIRMED** with the **MODIFICATION** that the monetary award to be paid the respondent shall be the amount set forth in the decision of the Labor Arbiter as affirmed by the NLRC.

SO ORDERED.

Ynares-Santiago, (Chairperson), Austria-Martinez, Chico-Nazario, and Reyes, JJ, concur.

[1] Penned by Associate Justice Vicente S.E. Veloso, with Associate Justices Juan Q. Enriquez, Jr. and Marlene Gonzales-Sison, concurring; rollo, pp. 57-67.

[2] Rollo, p. 72.

[3] Penned by Presiding Commissioner Lourdes C. Javier, with Commissioners Tito F. Genilo and Gregorio O. Bilog, III, concurring; rollo, pp. 42-48.

[4] Rollo, pp. 32-35.

[5] Id. at 43.

[6] Id.

[7] Id. at 32-33.

[8] The petitioners presented three “resignation” letters denominated as Breach of Contract Agreement Letter and Breach of Contract and Transfer to New Employer Agreement Letter; rollo, pp. 16-18.

[9] Rollo, p. 44.

[10] Id. at 35.

[11] Id. at 51-56.

[12] Otherwise known as “The Migrant Workers and Overseas Filipinos Act of 1995.”

[13] Rollo, p. 65.

[14] Id. at 10.

[15] Id. at 34.

[16] Id. at 46.

[17] Becton Dickinson Phils., Inc. v. National Labor Relations Commission, G.R. Nos. 159969 & 160116, November 15, 2005, 475 SCRA 123, 142; Alfaro v. Court of Appeals, 416 Phil. 310, 318 (2001).

[18] 371 Phil. 827 (1999).

[19] Id. at 840.

[20] 461 Phil. 429 (2003).

[21] G.R. No. 156381, October 14, 2005, 473 SCRA 120.

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.