# GRANDTEQ INDUSTRIAL STEEL PRODUCTS, INC. AND ABELARDO M. GONZALES, PETITIONERS, VS. EDNA MARGALLO, RESPONDENT.

*G.R. No. 181393. July 28, 2009*

Ponente: CHICO-NAZARIO, J.

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**CHICO-NAZARIO, J.:**

This is a Petition for Review on Certiorari under Rule 45 of the Rules of Court assailing the Decision[1] dated 21 January 2008 of the Court of Appeals in CA-G.R. SP No. 100012, which affirmed the Decision[2] dated 18 October 2006, as modified by the Resolution[3] dated 21 May 2007, of the National Labor Relations Commission (NLRC) in NLRC NCR CA No. 045888-05. The NLRC effectively reversed the Decision[4] dated 11 July 2005 of the Labor Arbiter in NLRC NCR Case No. 00-09-10803-04, which entirely dismissed the Complaint filed by respondent Edna Margallo (Margallo) against petitioners Grandteq Industrial Steel Products, Inc. (Grandteq) and Abelardo M. Gonzales (Gonzales); and, instead, ordered Grandteq and Gonzales to refund to Margallo her car loan payments, as well as to pay the latter sales commission and attorney's fees.

Grandteq is a domestic corporation engaged in the business of selling welding electrodes, alloy steels, aluminum and copper alloys.[5] Gonzales is the President/Owner of Grandteq.[6] Grandteq employed Margallo as Sales Engineer beginning 3 August 1999.[7]

Margallo claimed that on an unstated date, she availed herself of the car loan program offered to her by Grandteq as a reward for being "Salesman of the Year." She paid the down payment on a brand new Toyota Corolla,[8] amounting to P201,000.00, out of her own pocket. The monthly amortization for the car was P10,302.00, of which P5,302.00 was to be her share and P5,000.00 was to be the share of Grandteq.

On 29 December 2003, Margallo received a letter[9] signed by Gonzales and Rolando de Leon (De Leon), Vice-President for Administration of Grandteq, which reads:

> Mrs. Edna E. Margallo
> c/o Grandteq Industrial
> Steel Products, Inc.
> #2 Cooper St., cor. Benitez
> SFDM, Quezon City
>
> Dear Mrs. Margallo:
>
> This is to inform you that our records show the following:
>
> 1) That, last December 18, 2003, you instructed our company driver and helper to load 4 pcs. tool steel to be delivered at circle freight.
>
> 2) That together with Mr. Steve Rivera, on or about 12:00 noon, you went at (sic) Eagle Global Logistics at Circle Freight, NAIA, Parañaque City to ship the following items to Moog Control Corp. Phils. Branch located at Baguio Ecozone, Baguio City, using the Sales Invoice of JVM Industrial Supply and Allied Services.

a) 2 pcs. tool steel 4140 - ¾" x 2'x 3'

b) 2 pcs. tool steel 4140 - 1"x 2' x 3'

3) That you are working with JVM Industrial Supply and Allied Services concurrent with your being employed with Grandteq Industrial Steel Products, Inc.

4) That JVM Industrial Supply and Allied Services are supplying steel products to Moog Control Corp. Phils. Branch which is also a client of Grandteq and which you are the authorized salesman of the company.

Because of this, you are given a (sic) twenty-four (24) hours upon receipt of this letter to submit a written explanation on why you should not be given a disciplinary action for allegedly violating/committing:

a) Moonlighting

b) Sabotage

c) Breach of trust and confidence (labor code).

You are also invited to attend a meeting with regards to the allegations on Jan. 5, 2004 at 10:00 a.m. You may bring with you a lawyer or any representative to assist you on (sic) the said meeting.

Failure on your part to submit a written explanation on the specified period and failure to attend the hearing would mean that you are waiving your rights to be heard and the appropriate action will be taken against you.

Moreover, to protect the evidences and witnesses against you, management has decided to place you under preventive suspension effective December 29, 2003.

Very truly yours,

(Signed) (Signed)
Abelardo M. Gonzales Ronaldo A. de Leon
President VP - Administration

Responding to the foregoing letter, Margallo wrote the following letter-reply dated 30 December 2003:

December 30, 2003

To: Mr. Abelardo M. Gonzales
President

Thru: Mr. Ronald A. de Leon
VP - Administration

Dear Sir,

Last December 18, 2003, Mr. Steve D. Rivera instructed me to tell to our delivery people to bring the said item to circle freight. Which I did that (sic) I thought it was ok because it was inside the company. Sir I was just following orders from Mr. D. Rivera who is one of my boss (sic). Sir, what I did is the same thing that I've been doing with my other bosses. That i[f] they instructed me to do things I immediately follow. Because I am only an employee. Sir never that I work with JVM (sic).

Sir im (sic) sorry if I did wrong by not asking what to do. Which I think an ordinary employee like me would do is to follow orders from my superiors.

IM SO SORRY SIR IF I FAIL YOU.

(Signed)


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> Edna E. Margallo[10]

Margallo then averred that in January 2004, De Leon asked her to just resign, promising that if she did, she would still be paid her commissions and other benefits, as well as be reimbursed her car loan payments. Relying on De Leon's promise, Margallo tendered on 13 January 2004, her irrevocable resignation, effective immediately.[11]

Margallo, however, alleged that she was never paid her money claims. Grandteq failed to pay her commissions in the sum of P87,508.00, equivalent to 5% of the total sales that she collected as of January 2004, which amounted to P1,750,148.84. Grandteq likewise failed to refund the "sales accommodations" or advances she gave her customers. In addition, after Margallo's resignation, Grandteq sold her car to Annaliza Estrella, another employee, for P550,000.00.[12] These events prompted her to file before the Labor Arbiter a Complaint[13] against Grandteq and Gonzales, for recovery of sales commission, cash incentive and car loan payment, damages and attorney fees, which was docketed as NLRC Case No. 0009-108-03-04.

Grandteq and Gonzales opposed Margallo's claims. They maintained that Margallo was not entitled to sales commissions because the computation thereof, according to company policy, should be based on actual collections within 180 days from invoice date. All of Margallo's credit sales transactions were unpaid, outstanding, and past due. Margallo was also not entitled to any sales incentive, because said benefit was intended for customers, and not for the sales personnel.[14] Grandteq and Gonzales further insisted that Margallo had no right to the refund of her car loan payments under the car loan agreement she executed with Grandteq, which expressly provided that in the event that Margallo resigned or was terminated for cause during the effectivity of said agreement, her car loan payments would be forfeited in favor of Grandteq, and Grandteq would regain possession of the car.

The Labor Arbiter rendered a Decision on 11 July 2005, dismissing all of Margallo's claims, thus:

> WHEREFORE, premises considered, judgment is hereby rendered dismissing the instant case for lack of merit.[15]

The Labor Arbiter held that Margallo was not able to prove by substantial evidence her entitlement to the sales commission:

> After a careful review of the records, this Office finds that considering [Margallo] already receives a basic salary plus allowances, her claim for sales commission is therefore an added benefit wholly dependent upon her sales performance based on existing company policy. As such, it is an affirmative allegation or claim that is not normally included in the regular course of business and for which law presumes that an employee is generally not entitled to. Thus, it behooves, upon the employee to prove that he is entitled to said affirmative allegations and the onus is upon him to establish his right thereto (see Eternit Employees and Workers Unions vs. De Veyra, 189 SCRA 752 and Nucum vs. Inciong, 204 SCRA 697).
>
> In the instant case, this Office finds [Margallo] to have failed to substantially discharge her burden of proving that she is entitled to the P87,508.00 in sales commissions since other than her bare allegations, [Margallo] did not show any other proof, including prior payment of said sales commissions, to justify her claim.
>
> And, quite noteworthy too is that under the [Grandteq]'s policy, rules and regulations on the grant of sales commissions, the computation thereof shall be based on actual collection against all sales on credit and the validity of the said commission shall be 180 days from invoice dates; otherwise, the salesman shall not be entitled thereto and forfeits any right to demand payment of the commission thereon as the sales are considered bad debts as uncollectible. Since the records of [Grandteq] showed that [Margallo]'s credit sales remain unpaid and outstanding for over 180 days, [Margallo] is therefore not entitled to sales commissions.
>
> No denial whatsoever of the above-discussed company policy was made by [Margallo] in her Reply.


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> Thus, having failed to establish entitlement to said sales commission, the same is hereby denied.[16]

For a similar reason, the Labor Arbiter denied Margallo's claim for payment of cash incentive:

> As regards to cash incentives, once again this Office finds that the same is also an affirmative allegation and the burden of proving entitlement thereto rests upon the employee. And having failed to even mention how much of the alleged cash incentive she is entitled to in Annexes "A" and "2-a" of her position paper, the same is hereby denied.[17]

Finally, the Labor Arbiter found that Margallo had no right to the reimbursement of her car loan payments under her car loan agreement with Grandteq:

> And as regards of (sic) the car loan, the same should be governed by the undisputed terms and conditions of the Agreement between complainant and respondent company (Annex "A" of respondents' position paper). And page 2 of said Agreement clearly stipulates that in case of resignation, all payments made by the personnel shall be forfeited in favor of the company. Thus, the claim for refund of the car loan should likewise be denied.[18]

Margallo filed an appeal with the NLRC, docketed as NLRC NCR CA No. 045888-05. Although the NLRC, in its Decision dated 18 October 2006, stated that it merely "modified" the Decision dated 11 July 2005 of the Labor Arbiter, it effectively reversed the same by granting Margallo her claims for sales commission, reimbursement of her car loan payments, and attorney's fees. The fallo of the NLRC Decision is quoted below:

> WHEREFORE, the decision appealed from is hereby MODIFIED. [Herein petitioners] Grandteq Industrial Products, Inc. and/or its President/General Manager, [petitioner] Abelardo M. Gonzales, are hereby ordered to refund to the [herein respondent Margallo] her car loan payments amounting to P217,815.94 and to pay her the amount of P10,870.79 representing her unpaid sales commissions plus ten percent (10%) of the total monetary award as attorney's fees.[19]

In ordering that Grandteq and Gonzales reimburse the car loan payments made by Margallo, the NLRC reasoned:

> It is unlikely for an employee who has invested his time and industry in a particular job to simply give it up after being accused of violating company rules and regulations. It is more likely that he did so upon the expectation that she would derive a certain benefit from it. Thus, the claim that the [herein respondent Margalllo] resigned because she was promised that she would be paid her money claims if she did, is more credible than the contention that she did so without any prodding from the [herein petitioners Grandteq and Gonzales].
>
> It would therefore appear that the provision, in the agreement (records, pp. 32-340) executed by the parties, that "in case of resignation of the PERSONNEL from the COMPANY, all payments made by the PERSONNEL shall be forfeited in favor of the COMPANY" has been superseded by the above-mentioned subsequent agreement between the parties.
>
> Besides, it is uncontroverted that the car loan program was offered to the complainant as a reward for being the "Salesman of the Year." Moreover, nowhere in their pleadings did the [petitioners Grandteq and Gonzales] controvert the claim that the [respondent Margallo] paid the down payment, entire first amortization, insurance, and her share in the monthly amortizations for seventeen months, or the total amount of P214,395.90 for the car. It is also uncontroverted that after the [respondent Margallo]'s negotiated resignation, her car was resold to another employee for the original price. Under the circumstances, the above-quoted contractual provision is null and void for being contrary to morals, good customs, and public policy. The law overrides contracts which are prepared by employers to circumvent the rights of their employees (Baguio Country Club vs. NLRC, 206 SCRA 643). Thus, the above-quoted contractual provision does not bar the [respondent Margallo] from recovering her car loan payments from the [petitioners Grandteq and

> Gonzales].[20]

As for Margallo's other claims, the NLRC affirmed her entitlement to the unpaid sales commission, but not to the cash incentive:

> Insofar as the [respondent Margallo]'s claim for unpaid sales commission is concerned, it is noteworthy that in the list (records, pp. 16-18) of sales she adduced in evidence, the column bearing the heading "collected" indicates that, as of January 2004, the total collections from her sales amount to only P217,815.94. Since it is undisputed hat her sales commission are equivalent to 5% of her collections, she may recover unpaid sales commissions amounting to P10,890.79. Finally, since there is no showing that the [respondent Margallo]'s claim for cash incentive is based on a particular contract or company practice, it was correctly dismissed for lack of merit.[21]

Grandteq and Gonzales filed a Motion for Reconsideration,[22] while Margallo also filed an Omnibus Motion for Partial Reconsideration and Issuance of Subpoena.[23] The NLRC denied the Motions for Reconsideration of all parties in a Resolution dated 21 May 2007, but modified the NLRC Decision dated 18 October 2006 by slightly reducing the amount of car loan payments to be refunded to Margallo:

> WHEREFORE, the Motions for Reconsideration are hereby DENIED for lack of merit. However, the dispositive portion of this Commission's (2[nd] Division) October 18, 2006 Decision is hereby corrected to read:
>
> WHEREFORE, the decision appealed from is hereby MODIFIED. [Herein petitioners] Grandteq Industrial Products, Inc. and/or its President/General Manager, [petitioner] Abelardo M. Gonzales, are hereby ordered to refund to [herein respondent Margallo] her car loan payments amounting to P214,395.90 and to pay her the amount of P10,870.79 representing her unpaid sales commissions plus ten percent (10%) of the total monetary award as attorney's fees.[24]

Grandteq and Gonzales elevated the case to the Court of Appeals by way of a Petition for Certiorari, under Rule 65 of the Rules of Court, which was docketed as CA-G.R. SP No. 100012.

In its Decision dated 21 January 2008, the Court of Appeals agreed with the NLRC, dismissing the therein Petition of Grandteq and Gonzales in this wise:

> WHEREFORE, premises considered, the Petition is DENIED for lack of merit. Costs against petitioners.[25]

Like the NLRC, the Court of Appeals found that Margallo had a right to be reimbursed her car loan payments, and the terms of the car loan agreement between Margallo and Grandteq should not be applied for being highly prejudicial to the employee's interest:

> Truly, the contracting parties may establish such stipulations, clauses, terms and conditions as they want, and their agreement would have the force of law between them. However, those terms and conditions agreed upon must not be contrary to law, morals, customs, public policy or public order. Precisely, the law overrides such conditions which are prejudicial to the interest of the worker. The law affords protection to an employee, and it will not countenance any attempt to subvert its spirit and intent. The sheer inequality that characterizes employer-employee relations, where the scales generally tip against the employee, often scarcely provides him real and better options. Moreover, in controversies between a laborer and his master, doubts reasonably arising from the evidence, or in the interpretation of agreements and writing should be resolved in the former's favor.[26]

The Court of Appeals likewise affirmed the order of the NLRC that Grandteq and Gonzales pay Margallo her sales commission, placing the burden upon the employer to prove that the employee's money claims had been paid:


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> With respect to the unpaid sales commissions of P10,870.79 to be paid by petitioners in favor of private respondent, it is incumbent upon petitioner employer to prove that said money claim has been paid. This is in tune with the general precept that: "one who pleads payment has the burden of proving it, and even where the employees must allege nonpayment, the general rule is that the burden rests on the defendant to prove (payment), rather than on the plaintiff to prove non-payment." The reason for the rule is that the pertinent personnel files, payrolls, records, remittances and other similar documents - which will show that overtime, differentials, service incentive leave and other claims of workers have been paid - are not in the possession of the worker but in the custody and absolute control of the employer. In the present case, petitioners [Grandteq and Gonzales] failed to discharge the burden of proving that the amount of P10,870.79 representing [herein respondent Margallo]'s sales commissions has already been paid to the latter. Thus, the NLRC (Second Division) did not commit grave abuse of discretion in awarding said money claim in favor of [respondent Margallo].[27]

Assiduous, Grandteq and Gonzales are now before this Court via the Petition at bar.

Grandteq and Gonzales assert that the Court of Appeals erred in declaring the car loan agreement between Grandteq and Margallo, particularly the provision therein on the forfeiture of car loan payments in favor of Grandteq should Margallo resign from the company, as null and void.[28]

The Court, however, is in agreement with the Court of Appeals and the NLRC.

Generally speaking, contracts are respected as the law between the contracting parties. The contracting parties may establish such stipulations, clauses, terms and conditions as they may deem convenient, provided they are not contrary to law, morals, good customs, public order or public policy.[29]

The questionable provision in the car loan agreement between Grandteq and Margallo provides: "In case of resignation, of the personnel from the company, all payments made by the personnel shall be forfeited in favor of the company."[30] Connected thereto is the provision in the same car loan agreement, which reads:

> 1. The COMPANY shall have the right to regain the possession of the car before the expiration of the term of the loan in the event of any of the following:
>
> a. The PERSONNEL resigns from the COMPANY during the effectivity of this agreement.[31]

Said provisions plainly are contrary to the fundamental principles of justice and fairness. It must be remembered that Margallo herself paid for the down payment and her share in the monthly amortization of the car. However, she did not get to leave with the car when she resigned from Grandteq. In effect, Margallo parted with her hard-earned money for nothing, being left, as she is, with an empty bag. The inequitableness in the conduct of Grandteq and Gonzales is heightened by the fact that after they regained possession of the car, they resold the same to another employee under a similar contract bearing the same terms and conditions signed by Margallo.

The principle that no person may unjustly enrich oneself at the expense of another (Nemo cum alteris detrimento locupletari potest) is embodied in Article 22 of the New Civil Code, to wit:

> ART. 22. Every person who through an act of performance by another, or any other means, acquires or comes into possession of something at the expense of the latter without just or legal ground, shall return the same to him.

The above-quoted article is part of the chapter of the Civil Code on Human Relations, the provisions of which were formulated as "basic principles to be observed for the rightful relationship between human beings and for the stability of the social order; designed to indicate certain norms that spring from the fountain of good conscience; [are] guides for human conduct that should run as golden threads through society to the end that law may

approach its supreme ideal, which is the sway and dominance of justice." There is unjust enrichment when a person unjustly retains a benefit at the loss of another, or when a person retains the money or property of another against the fundamental principles of justice, equity and good conscience.[32]

As can be gleaned from the foregoing, there is unjust enrichment when (1) a person is unjustly benefited, and (2) such benefit is derived at the expense of or with damages to another. The main objective of the principle of unjust enrichment is to prevent one from enriching oneself at the expense of another. It is commonly accepted that this doctrine simply means that a person shall not be allowed to profit or enrich himself inequitably at another's expense. One condition for invoking this principle is that the aggrieved party has no other action based on a contract, quasi-contract, crime, quasi-delict, or any other provision of law.

This is not a case of equity overruling or supplanting a positive provision of law or judicial rule. Rather, equity is exercised in this case "as the complement of legal jurisdiction [that] seeks to reach and to complete justice where courts of law, through the inflexibility of their rules and want of power to adapt their judgments to the special circumstances of cases, are incompetent to do so."[33]

The principle against unjust enrichment obliges Grandteq and Gonzales to refund to Margallo the car loan payments she had made, since she has not actually acquired the car. To relieve Grandteq and Gonzales of their obligation to reimburse Margallo would, indeed, be to sanction unjust enrichment in favor of the first two and cause unjust poverty to the latter.[34]

The Court rigorously disapproves contracts that demonstrate a clear attempt to exploit the employee and deprive him of the protection sanctioned by both the Constitution and the Labor Code.

The Constitution and the Labor Code mandate the protection of labor. Hence, as a matter of judicial policy, this Court has, in a number of instances, leaned backwards to protect labor and the working class against the machinations and incursions of their more financially entrenched employers.[35]

Although not strictly a labor contract, the car loan agreement herein involves a benefit extended by the employers, Grandteq and Gonzales, to their employee, Margallo. It should benefit, and not unduly burden, Margallo. The Court cannot, in any way, uphold a car loan agreement that threatens the employee with the forfeiture of all the car loan payments he/she had previously made, plus loss of the possession of the car, should the employee wish to resign; otherwise, said agreement can then be used by the employer as an instrument to either hold said employee hostage to the job or punish him/her for resigning.

The Court further finds no error in the grant by the Court of Appeals and the NLRC of Margallo's claim for sales commission.

In cases involving money claims of employees, the employer has the burden of proving that the employees did receive their wages and benefits and that the same were paid in accordance with law.[36]

It is settled that once the employee has set out with particularity in his complaint, position paper, affidavits and other documents the labor standard benefits he is entitled to, and which the employer allegedly failed to pay him, it becomes the employer's burden to prove that it has paid these money claims. One who pleads payment has the burden of proving it; and even where the employees must allege nonpayment, the general rule is that the burden rests on the defendant to prove payment, rather than on the plaintiff to prove nonpayment.[37]

Under the terms and conditions of Margallo's employment with Grandteq, it is provided that she "will do field sales with commission on sales made after a month's training."[38] On this basis, Margallo's entitlement to sales commission is unrebutted.

Hence, it was actually the Labor Arbiter who erred in denying Margallo's claim for sales commission "for failure to state the particulars to substantiate the same." Grandteq and Gonzales have the burden of proof to show, by substantial evidence, their claim that Margallo was not entitled to sales commissions because the sales made by the latter remained outstanding and unpaid, rendering these sales as bad debts and thus nullifying Margallo's right to this monetary benefit. Grandteq and Gonzales could have presented pertinent company records to prove this claim. It is a rule that failure of employers to submit the necessary documents that are in their possession as employers gives rise to the presumption that the presentation thereof is prejudicial to its cause.[39]

WHEREFORE, premises considered, the Petition is DENIED for lack of merit. The Decision dated 21 January 2008 of the Court of Appeals in CA-GR SP No. 100012 is AFFIRMED. Costs against petitioners Grandteq Industrial Steel Products, Inc. and Abelardo M. Gonzales.

**SO ORDERED.**

Ynares-Santiago, (Chairperson), Velasco, Jr., Nachura, and Peralta, JJ., concur.

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[1] Penned by Associate Justice Celia C. Librea-Leagogo with Associate Justices Regalado E. Maambong and Sixto C. Marella, Jr., concurring; rollo, pp. 313-326.

[2] Rollo, pp. 67-71.

[3] CA rollo, pp. 154-156.

[4] Rollo, pp. 63-66.

[5] Rollo, p. 52.

[6] Id. at 10.

[7] Id. at 41.

[8] Id. at 60.

[9] Id. at 30.

[10] Id. at 31.

[11] Id. at 32.

[12] Id. at 33.

[13] Id. at 36.

[14] Id. at 52.

[15] Id. at 66.

[16] Id. at 64-65.

[17] Id. at 66.

[18] Id.

[19] Id. at 70.

[20] Id. at 69-70.


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[21] Id. at 70.

[22] Id. at 72-81.

[23] Id. at 82.

[24] CA rollo, p. 156.

[25] Rollo, p. 325.

[26] Id. at 324.

[27] Id.

[28] Id. at 374.

[29] Article 1306 of the Civil Code states:

ART. 1306. The contracting parties may establish such stipulations, clauses, terms and conditions as they may deem convenient, provided they are not contrary to law, morals, good customs, public order, or public policy. (California Bus Lines, Inc. v. Court of Appeals, G.R. No. 145408, 20 August 2008, 562 SCRA 403, 419.)

[30] Rollo, p. 139.

[31] Id. at 140.

[32] Hulst v. PR Builders, Inc., G.R. No. 156364, 3 September 2007, 532 SCRA 74, 96.

[33] Id. at 96-97.

[34] Chieng v. Santos, G.R. No. 169647, 31 August 2007, 531 SCRA 730, 747-748.

[35] Pier 8 Arrastre and Stevedoring Services, Inc. v. Boclot, G.R. No. 173849, 28 September 2007, 534 SCRA 431, 442-447.

[36] Arco Metal Products Co., Inc. v. Samahan ng mga Manggagawa sa Arco Metal-NAFLU (SAMARM-NAFLU), G.R. No. 170734, 14 May 2008, 554 SCRA 110, 120.

[37] De Guzman v. National Labor Relations Commission, G.R. No. 167701, 12 December 2007, 540 SCRA 21, 35.

[38] Records, p. 60.

[39] National Semiconductor (HK) Distribution, Ltd. v. National Labor Relations Commission, 353 Phil. 551, 558 (1998).

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