

PHILIPPINE CARPET MANUFACTURING CORPORATION, PACIFIC CARPET MANUFACTURING CORPORATION, MR. PATRICIO LIM AND MR. DAVID LIM, PETITIONERS, VS. IGNACIO B. TAGYAMON, PABLITO L. LUNA,...

G.R. No. 191475. December 11, 2013

Ponente: PERALTA, J.

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PERALTA, J.:

The Case

This is a petition for review on certiorari under Rule 45 of the Rules of Court assailing the Court of Appeals (CA) Decision[1] dated July 7, 2009 and Resolution[2] dated February 26, 2010 in CA-G.R. SP No. 105236. The assailed decision granted the petition for certiorari filed by respondents Ignacio B. Tagyamon (Tagyamon), Pablito I. Luna (Luna), Fe B. Badayos (Badayos), Grace B. Marcos (Marcos), Rogelio C. Nemis (Nemis), Roberto B. Ilao (Ilao), Anicia D. Dela Cruz (Dela Cruz), and Cynthia L. Comandao (Comandao), the dispositive portion of which reads:

WHEREFORE, the petition is GRANTED. The private respondent is hereby ordered to reinstate the petitioners with full backwages less the amounts they received as separation pays. In case reinstatement would no longer be feasible because the positions previously held no longer exist, the private respondent shall pay them backwages plus, in lieu of reinstatement, separation pays equal to one (1) month pay, or one-half (1/2) month pay for every year of service, whichever is higher. In addition, the private respondent is hereby ordered to pay the petitioners moral damages in the amount of P20,000.00 each.

SO ORDERED.[3]

The Facts

Petitioner Philippine Carpet Manufacturing Corporation (PCMC) is a corporation registered in the Philippines engaged in the business of manufacturing wool and yarn carpets and rugs.[4] Respondents were its regular and permanent employees, but were affected by petitioner's retrenchment and voluntary retirement programs.

On March 15, 2004, Tagyamon,[5] Luna,[6] Badayos,[7] Dela Cruz,[8] and Comandao[9] received a uniformly worded Memorandum of dismissal, to wit:

This is to inform you that in view of a slump in the market demand for our products due to the un-competitiveness of our price, the company is constrained to reduce the number of its workforce. The long-term effects of September 11 and the war in the Middle East have greatly affected the viability of our business and we are left with no recourse but to reorganize and downsize our organizational structure.

We wish to inform you that we are implementing a retrenchment program in accordance with Article 283 of the Labor Code of the Philippines, as amended, and its implementing rules and regulations.

In this connection, we regret to advise you that you are one of those affected by the said exercise, and your employment shall be terminated effective at the close of working hours on April 15, 2004.

Accordingly, you shall be paid your separation pay as mandated by law. You will no longer be required to report for work during the 30-day notice period in order to give you more time to look for alternative employment. However, you will be paid the salary corresponding to the said period. We shall process your clearance and other documents and you may claim the payables due you on March 31, 2004.

Thank you for your services and good luck to your future endeavors.[10]

As to Marcos, Ilao, and Nemis, they claimed that they were dismissed effective March 31, 2004, together with fifteen (15) other employees on the ground of lack of market/slump in demand.[11] PCMC, however, claimed that they availed of the company's voluntary retirement program and, in fact, voluntarily executed their respective Deeds of Release, Waiver, and Quitclaim.[12]

Claiming that they were aggrieved by PCMC's decision to terminate their employment, respondents filed separate complaints for illegal dismissal against PCMC, Pacific Carpet Manufacturing Corporation, Mr. Patricio Lim and Mr. David Lim. These cases were later consolidated. Respondents primarily relied on the Supreme Court's decision in *Philippine Carpet Employees Association (PHILCEA) v. Hon. Sto. Tomas* (Philcea case),[13] as to the validity of the company's retrenchment program. They further explained that PCMC did not, in fact, suffer losses shown by its acts prior to and subsequent to their termination.[14] They also insisted that their acceptance of separation pay and signing of quitclaim is not a bar to the pursuit of illegal dismissal case.[15]

PCMC, for its part, defended its decision to terminate the services of respondents being a necessary management prerogative. It pointed out that as an employer, it had no obligation to keep in its employ more workers than are necessary for the operation of his business. Thus, there was an authorized cause for dismissal. Petitioners also stressed that respondents belatedly filed their complaint as they allowed almost three years to pass making the principle of laches applicable. Considering that respondents accepted their separation pay and voluntarily executed deeds of release, waiver and quitclaim, PCMC invoked the principle of estoppel on the part of respondents to question their separation from the service. Finally, as to Marcos, Ilao and Nemis, PCMC emphasized that they were not dismissed from employment, but in fact they voluntarily retired from employment to take advantage of the company's program.[16]

On August 23, 2007, Labor Arbiter (LA) Donato G. Quinto, Jr. rendered a Decision dismissing the complaint for lack of merit.[17] The LA found no flaw in respondents' termination as they voluntarily opted to retire and were subsequently re-employed on a contractual basis then regularized, terminated from employment and were paid separation benefits.[18] In view of respondents' belated filing of the complaint, the LA concluded that such action is a mere afterthought designed primarily for respondents to collect more money, taking advantage of the 2006 Supreme Court decision.[19]

On appeal, the National Labor Relations Commission (NLRC) sustained the LA decision.[20] In addition to the LA ratification, the NLRC emphasized the application of the principle of laches for respondents' inaction for an unreasonable period.

Still undaunted, respondents elevated the matter to the CA in a petition for certiorari. In reversing the earlier decisions of the LA and the NLRC, the CA refused to apply the principle of laches, because the case was instituted prior to the expiration of the prescriptive period set by law which is four years. It stressed that said principle cannot be invoked earlier than the expiration of the prescriptive period.[21] Citing the Court's decision in the Philcea case, the CA applied the doctrine of *stare decisis*, in view of the similar factual circumstances of the cases. As to Ilao, Nemis and Marcos, while acknowledging their voluntary resignation, the CA found the same not

a bar to the illegal dismissal case because they did so on the mistaken belief that PCMC was losing money.[22] With the foregoing findings, the CA ordered that respondents be reinstated with full backwages less the amounts they received as separation pay. In case of impossibility of reinstatement, the CA ordered PCMC to pay respondents backwages and in lieu of reinstatement, separation pay equal to one month pay or ½ month pay for every year of service whichever is higher, plus moral damages.[23]

The Issues

Aggrieved, petitioners come before the Court in this petition for review on certiorari based on this ground, to wit:

IN RENDERING ITS DISPUTED DECISION AND RESOLUTION, THE COURT A QUO HAS DECIDED A QUESTION OF SUBSTANCE NOT IN ACCORD WITH LAW AND/OR ESTABLISHED JURISPRUDENCE.

a)

Res Judicata should not be followed if to follow it is to perpetuate error (Philippine Trust Co., and Smith Bell & Co. vs. Mitchell, 59 Phil. 30, 36 (1933). The (Supreme) Court is not precluded from rectifying errors of judgment if blind and stubborn adherence to the doctrine of immutability of final judgments would involve the sacrifice of justice for technicality (Heirs of Maura So vs. Obliosca, G.R. No. 147082, January 28, 2008, 542 SCRA 406)

b)

Not all waivers and quitclaims are invalid as against public policy. Waivers that represent a voluntary and reasonable settlement of the laborer's claims are legitimate and should be respected by the Court as the law between the parties (Gamo-gamo vs. PNOC Shipping and Transport Corp., G.R. No. 141707, May 2, 2002; Alcasero vs. NLRC, 288 SCRA 129) Where the persons making the waiver has done so voluntarily, with a full understanding thereof, and the consideration for the quitclaim is credible and reasonable, the transaction must be recognized as valid and binding undertaking (Periquet vs. NLRC, 186 SCRA 724 [1990]; Magsalin vs. Coca Cola Bottlers Phils., Inc. vs. National Organization of Working Men (N.O.W.M.), G.R. No. 148492, May 2, 2003).[24]

Petitioners contend that the Philcea case decided by this Court and relied upon by the CA in the assailed decision was based on erroneous factual findings, inapplicable financial statement, as well as erroneous analysis of such financial statements.[25] They, thus, implore the Court to revisit the cited case in order to dispense with substantial justice.[26] They explain that the Court made conclusions based on erroneous information. Petitioners also insist that the doctrines of res judicata and law of the case are not applicable, considering that this case does not involve the same parties as the Philcea case.[27] They likewise point out that not all respondents were involuntarily separated on the ground of redundancy as some of them voluntarily availed of the company's Voluntary Separation Program.[28] They further contend that respondents are guilty not only of laches but also of estoppel in view of their inaction for an unreasonable length of time to assail the alleged illegal dismissal and in voluntarily executing a release, quitclaim and waiver.[29]

The Court's Ruling

Laches

Laches has been defined as the failure or neglect for an unreasonable and unexplained length of time to do that which by exercising due diligence, could or should have been done earlier, thus, giving rise to a presumption that the party entitled to assert it either has abandoned or declined to assert it.[30] It has been repeatedly[31] held by the Court that:

x x x Laches is a doctrine in equity while prescription is based on law. Our courts are basically courts of law not courts of equity. Thus, laches cannot be invoked to resist the enforcement of an existing legal right. x x x Courts exercising equity jurisdiction are bound by rules of law and have no arbitrary discretion to disregard them. In *Zabat Jr. v. Court of Appeals* x x x, this Court was more emphatic in upholding the rules of procedure. We said therein:

As for equity which has been aptly described as a “justice outside legality,” this is applied only in the absence of, and never against, statutory law or, as in this case, judicial rules of procedure. *Aequetas nunquam contravenit legis*. The pertinent positive rules being present here, they should preempt and prevail over all abstract arguments based only on equity.

Thus, where the claim was filed within the [four-year] statutory period, recovery therefore cannot be barred by laches. Courts should never apply the doctrine of laches earlier than the expiration of time limited for the commencement of actions at law.”[32]

An action for reinstatement by reason of illegal dismissal is one based on an injury to the complainants’ rights which should be brought within four years from the time of their dismissal pursuant to Article 1146[33] of the Civil Code. Respondents’ complaint filed almost 3 years after their alleged illegal dismissal was still well within the prescriptive period. Laches cannot, therefore, be invoked yet.[34] To be sure, laches may be applied only upon the most convincing evidence of deliberate inaction, for the rights of laborers are protected under the social justice provisions of the Constitution and under the Civil Code.[35]

Stare Decisis

The main issue sought to be determined in this case is the validity of respondents’ dismissal from employment. Petitioners contend that they either voluntarily retired from the service or terminated from employment based on an authorized cause. The LA and the NLRC are one in saying that the dismissal was legal. The CA, however, no longer discussed the validity of the ground of termination. Rather, it applied the Court’s decision in the *Philcea* case where the same ground was thoroughly discussed. In other words, the appellate court applied the doctrine of stare decisis and reached the same conclusion as the earlier case.

Under the doctrine of stare decisis, when a court has laid down a principle of law as applicable to a certain state of facts, it will adhere to that principle and apply it to all future cases in which the facts are substantially the same, even though the parties may be different.[36] Where the facts are essentially different, however, stare decisis does not apply, for a perfectly sound principle as applied to one set of facts might be entirely inappropriate when a factual variant is introduced.[37]

The question, therefore, is whether the factual circumstances of this present case are substantially the same as the *Philcea* case.

We answer in the affirmative.

This case and the *Philcea* case involve the same period which is March to April 2004; the issuance of Memorandum to employees informing them of the implementation of the cost reduction program; the implementation of the voluntary retirement program and retrenchment program, except that this case involves different employees; the execution of deeds of release, waiver, and quitclaim, and the acceptance of separation pay by the affected employees.

The illegality of the basis of the implementation of both voluntary retirement and retrenchment programs of petitioners had been thoroughly ruled upon by the Court in the *Philcea* case. It discussed the requisites of both retrenchment and redundancy as authorized causes of termination and that petitioners failed to substantiate them. In ascertaining the bases of the termination of employees, it took into consideration petitioners’ claim of business

losses; the purchase of machinery and equipment after the termination, the declaration of cash dividends to stockholders, the hiring of 100 new employees after the retrenchment, and the authorization of full blast overtime work for six hours daily. These, said the Court, are inconsistent with petitioners' claim that there was a slump in the demand for its products which compelled them to implement the termination programs. In arriving at its conclusions, the Court took note of petitioners' net sales, gross and net profits, as well as net income. The Court, thus, reached the conclusion that the retrenchment effected by PCMC is invalid due to a substantive defect. We quote hereunder the Court's pronouncement in the *Philcea* case, to wit:

Respondents failed to adduce clear and convincing evidence to prove the confluence of the essential requisites for a valid retrenchment of its employees. We believe that respondents acted in bad faith in terminating the employment of the members of petitioner Union.

Contrary to the claim of respondents that the Corporation was experiencing business losses, respondent Corporation, in fact, amassed substantial earnings from 1999 to 2003. It found no need to appropriate its retained earnings except on March 23, 2001, when it appropriated P60,000,000.00 to increase production capacity. x x x

x x x x

The evidence on record belies the P22,820,151.00 net income loss in 2004 as projected by the SOLE. On March 29, 2004, the Board of Directors approved the appropriation of P20,000,000.00 to purchase machinery to improve its facilities, and declared cash dividends to stockholders at P30.00 per share. x x x

x x x x

It bears stressing that the appropriation of P20,000,000.00 by the respondent Corporation on September 16, 2004 was made barely five months after the 77 Union members were dismissed on the ground that respondent Corporation was suffering from "chronic depression." Cash dividends were likewise declared on March 29, 2004, barely two weeks after it implemented its "retrenchment program."

If respondent Corporation were to be believed that it had to retrench employees due to the debilitating slump in demand for its products resulting in severe losses, how could it justify the purchase of P20,000,000.00 worth of machinery and equipment? There is likewise no justification for the hiring of more than 100 new employees, more than the number of those who were retrenched, as well as the order authorizing full blast overtime work for six hours daily. All these are inconsistent with the intransigent claim that respondent Corporation was impelled to retrench its employees precisely because of low demand for its products and other external causes.

x x x x

That respondents acted in bad faith in retrenching the 77 members of petitioner is buttressed by the fact that Diaz issued his Memorandum announcing the cost-reduction program on March 9, 2004, after receipt of the February 10, 2004 letter of the Union president which included the proposal for additional benefits and wage increases to be incorporated in the CBA for the ensuing year. Petitioner and its members had no inkling, before February 10, 2004, that respondent Corporation would terminate their employment. Moreover, respondent Corporation failed to exhaust all other means to avoid further losses without retrenching its employees, such as utilizing the latter's respective forced vacation leaves. Respondents also failed to use fair and reasonable criteria in implementing the retrenchment program, and instead chose to retrench 77 of the members of petitioner out of the dismissed 88 employees. Worse, respondent Corporation hired new employees and even rehired the others who had been "retrenched."

As shown by the SGV & Co. Audit Report, as of year end December 31, 2003, respondent Corporation increased its net sales by more than P8,000,000.00. Respondents failed to prove that there was a drastic or severe decrease in the product sales or that it suffered severe business losses within an interval of three (3)

months from January 2004 to March 9, 2004 when Diaz issued said Memorandum. Such claim of a depressed market as of March 9, 2004 was only a pretext to retaliate against petitioner Union and thereby frustrate its demands for more monetary benefits and, at the same time, justify the dismissal of the 77 Union members.

x x x x

In contrast, in this case, the retrenchment effected by respondent Corporation is invalid due to a substantive defect, non-compliance with the substantial requirements to effect a valid retrenchment; it necessarily follows that the termination of the employment of petitioner Union's members on such ground is, likewise, illegal. As such, they (petitioner Union's members) are entitled to reinstatement with full backwages.[38]

We find no reason to depart from the above conclusions which are based on the Court's examination of the evidence presented by the parties therein. As the respondents here were similarly situated as the union members in the Philcea case, and considering that the questioned dismissal from the service was based on the same grounds under the same circumstances, there is no need to relitigate the issues presented herein. In short, we adopt the Court's earlier findings that there was no valid ground to terminate the employees.

A closer look at petitioners' arguments would show that they want the Court to re-examine our decision in the Philcea case allegedly on the ground that the conclusions therein were based on erroneous interpretation of the evidence presented.

Indeed, in *Abaria v. National Labor Relations Commission*,[39] although the Court was confronted with the same issue of the legality of a strike that has already been determined in a previous case, the Court refused to apply the doctrine of *stare decisis* insofar as the award of backwages was concerned because of the clear erroneous application of the law. We held therein that the Court abandons or overrules precedents whenever it realizes that it erred in the prior decision.[40] The Court's pronouncement in that case is instructive:

The doctrine though is not cast in stone for upon a showing that circumstances attendant in a particular case override the great benefits derived by our judicial system from the doctrine of *stare decisis*, the Court is justified in setting it aside. For the Court, as the highest court of the land, may be guided but is not controlled by precedent. Thus, the Court, especially with a new membership, is not obliged to follow blindly a particular decision that it determines, after re-examination, to call for a rectification.[41]

The *Abaria* case, however, is not applicable in this case. There is no reason to abandon the Court's ruling in the *Philcea* case.

Do we apply the aforesaid decision to all the respondents herein? Again, we answer in the affirmative.

Just like the union members in the *Philcea* case, respondents Tagyamon, Luna, Badayos, Dela Cruz, and Comandao received similarly worded memorandum of dismissal effective April 15, 2004 based on the same ground of slump in the market demand for the company's products. As such, they are similarly situated in all aspects as the union members. With respect to respondents Marcos, Nemis and Ilao, although they applied for voluntary retirement, the same was not accepted by petitioner. Instead, it issued notice of termination dated March 6, 2004 to these same employees.[42] And while it is true that petitioner paid them separation pay, the payment was in the nature of separation and not retirement pay. In other words, payment was made because of the implementation of the retrenchment program and not because of retirement.[43] As their application for availing of the company's voluntary retirement program was based on the wrong premise, the intent to retire was not clearly established, or rather that the retirement is involuntary. Thus, they shall be considered discharged from employment.[44] Consequently, they shall be treated as if they are in the same footing as the other respondents herein and the union members in the *Philcea* case.

Waivers, Releases and Quitclaims

“As a rule, deeds of release and quitclaim cannot bar employees from demanding benefits to which they are legally entitled or from contesting the legality of their dismissal. The acceptance of those benefits would not amount to estoppel.”[45] To excuse respondents from complying with the terms of their waivers, they must locate their case within any of three narrow grounds: (1) the employer used fraud or deceit in obtaining the waivers; (2) the consideration the employer paid is incredible and unreasonable; or (3) the terms of the waiver are contrary to law, public order, public policy, morals, or good customs or prejudicial to a third person with a right recognized by law.[46] The instant case falls under the first situation.

As the ground for termination of employment was illegal, the quitclaims are deemed illegal as the employees’ consent had been vitiated by mistake or fraud. The law looks with disfavor upon quitclaims and releases by employees pressured into signing by unscrupulous employers minded to evade legal responsibilities.[47] The circumstances show that petitioner’s misrepresentation led its employees, specifically respondents herein, to believe that the company was suffering losses which necessitated the implementation of the voluntary retirement and retrenchment programs, and eventually the execution of the deeds of release, waiver and quitclaim.[48]

It can safely be concluded that economic necessity constrained respondents to accept petitioners’ monetary offer and sign the deeds of release, waiver and quitclaim. That respondents are supervisors and not rank-and-file employees does not make them less susceptible to financial offers, faced as they were with the prospect of unemployment. The Court has allowed supervisory employees to seek payment of benefits and a manager to sue for illegal dismissal even though, for a consideration, they executed deeds of quitclaims releasing their employers from liability.[49]

x x x There is no nexus between intelligence, or even the position which the employee held in the company when it concerns the pressure which the employer may exert upon the free will of the employee who is asked to sign a release and quitclaim. A lowly employee or a sales manager, as in the present case, who is confronted with the same dilemma of whether [to sign] a release and quitclaim and accept what the company offers them, or [to refuse] to sign and walk out without receiving anything, may do succumb to the same pressure, being very well aware that it is going to take quite a while before he can recover whatever he is entitled to, because it is only after a protracted legal battle starting from the labor arbiter level, all the way to this Court, can he receive anything at all. The Court understands that such a risk of not receiving anything whatsoever, coupled with the probability of not immediately getting any gainful employment or means of livelihood in the meantime, constitutes enough pressure upon anyone who is asked to sign a release and quitclaim in exchange of some amount of money which may be way below what he may be entitled to based on company practice and policy or by law.[50]

The amounts already received by respondents as consideration for signing the releases and quitclaims should be deducted from their respective monetary awards.[51]

WHEREFORE, premises considered, the petition is hereby DENIED. The Court of Appeals Decision dated July 7, 2009 and Resolution dated February 26, 2010 in CA-G.R. SP No. 105236 are AFFIRMED.

SO ORDERED.

Velasco, Jr., (Chairperson), Leonardo-De Castro,[*] Abad, and Leonen, JJ., concur.

[*] Designated Acting Member in lieu of Associate Justice Jose Catral Mendoza, per Raffle dated February 16, 2011.

- [1] Penned by Associate Justice Jose Catral Mendoza, with Associate Justices Sesonando E. Villon and Marlene Gonzales-Sison, concurring, rollo, pp. 50-59.
- [2] Penned by Associate Justice Marlene Gonzales-Sison, with Associate Justices Sesonando E. Villon and Ramon R. Garcia, concurring; rollo, pp. 61-62.
- [3] Rollo, p. 58.
- [4] Philippine Carpet Employees Association (PHILCEA) v. Hon. Sto. Tomas, 518 Phil. 299 (2006).
- [5] Rollo, p. 82.
- [6] Id. at 83.
- [7] Id. at 84.
- [8] Id. at 85.
- [9] Id. at 86.
- [10] Id. at 82.
- [11] CA rollo, p. 73.
- [12] Rollo, pp. 73-81.
- [13] Supra note 4.
- [14] CA rollo, pp. 74-93.
- [15] Id. at 93-96.
- [16] Id. at 235-239.
- [17] Id. at 151-160.
- [18] Id. at 158.
- [19] Id. at 159.
- [20] Id. at 161-164.
- [21] Id. at 55-56.
- [22] Id. at 58.
- [23] Id.
- [24] Id. at 28-29.
- [25] Id. at 29.
- [26] Id.
- [27] Id. at 38.
- [28] Id. at 39.
- [29] Id. at 40-42.

[30] GF Equity, Inc. v. Valenzona, G.R. No. 156841, June 30, 2005, 462 SCRA 466, 480.

[31] See: GF Equity, Inc. v. Valenzona, supra; Mendoza v. NLRC, 350 Phil. 486 (1998); Reno Foods, Inc. v. National Labor Relations Commission, 319 Phil. 500 (1995).

[32] Mendoza v. NLRC, 350 Phil. 486, 495 (1998).

[33] Art. 1146. The following actions must be instituted within four years:

(1) Upon an injury to the rights of the plaintiff;

(2) Upon a quasi-delict.

[34] Reno Foods, Inc. v. National Labor Relations Commission, supra note 31, at 509.

[35] Id.

[36] Abaria v. National Labor Relations Commission, G.R. No. 154113, December 7, 2011, 661 SCRA 686, 712.

[37] Hacienda Bino/Hortencia Starke, Inc. v. Cuenca, 496 Phil. 198, 207 (2005).

[38] Philippine Carpet Employees Association (PHILCEA) v. Hon. Sto. Tomas, supra note 4, at 317-323.

[39] Supra note 36.

[40] Abaria v. National Labor Relations Commission, supra note 36, at 713.

[41] Id.

[42] Rollo, pp. 422-424.

[43] See Ariola v. Philex Mining Corp., 503 Phil. 765, 780 (2005).

[44] Id. at 783.

[45] Emco Plywood Corporation v. Abelgas, 471 Phil. 460, 483 (2004).

[46] Quevedo v. Benguet Electric Cooperative, Inc., 599 Phil. 438, 451 (2009).

[47] Emco Plywood Corporation v. Abelgas, supra note 45, at 483; Philippine Carpet Employee Association v. Philippine Carpet Manufacturing Corporation, 394 Phil. 716, 728-729 (2000).

[48] See: TEA-SPFL v. NLRC, 338 Phil. 681, 690 (1997).

[49] Ariola v. Philex Mining Corp., supra note 43, at 789.

[50] Becton Dickinson Phils., Inc. v. NLRC, 511 Phil. 566, 589-590 (2005).

[51] Emco Plywood Corporation v. Abelgas, supra note 45.

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