

**ENGINEERING EQUIPMENT, INC., PETITIONER, VS. NATIONAL
LABOR RELATIONS COMMISSION, LABOR ARBITER RICARTE T.
SORIANO AND RODITO SIASICO, RESPONDENTS.**

G.R. No. 55698. May 31, 1982

Ponente: AQUINO, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-55698/>

AQUINO, J.:

Engineering Equipment, Inc. in its petition for certiorari assailed the decision of Labor Arbiter Ricarte T. Soriano dated January 10, 1979, requiring it to pay Rodito Siasico an amount corresponding to what he should have earned under his overseas assignment agreement. That decision was affirmed by the National Labor Relations Commission in its resolution dated October 6, 1980.

The petition was given due course. The case was submitted for decision on August 12, 1981. On April 15, 1982, the parties submitted the following compromise agreement and prayed that it be approved and the case dismissed:

"COMPROMISE AGREEMENT

"KNOW ALL MEN BY THESE PRESENTS:

"This Compromise Agreement made and executed by and between -

RODITO SIASICO, Filipino, of legal age, and presently residing at Vicmico, Victorias, Negros Occidental, hereinafter referred to as the COMPLAINANT;

- and -

ENGINEERING EQUIPMENT, INC., with business address at 110 E. Rodriguez Jr. Avenue, Ortigas Industrial Estate, Quezon City, represented in this act by ROMEO L. CABRERA, hereinafter referred to as the COMPANY,

WITNESSETH: That

"WHEREAS, COMPLAINANT and the COMPANY are parties to Case No. G.R. 55698, entitled 'Engineering Equip-ment, Inc. vs. NLRC, et al.' now pending before the Supreme Court;

"WHEREAS, the parties herein realizing the greater advantages of an earlier resolution of their differences have decided not to pursue further the aforementioned case;

"NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants and stipulations hereinafter set forth, both parties herein have mutually agreed and by these presents, do hereby agree and confirm their agree-ment as follows:

"1 . The COMPANY hereby grants to COMPLAINANT the total sum of TWELVE THOUSAND PESOS (P12,000.00), Philippine currency, receipt of which is hereby acknowledged by COMPLAINANT.

"2. The payment by the COMPANY and the receipt/ acceptance by COMPLAINANT of said amount

constitute final and complete settlement of any and all claims COMPLAINANT has or may have against the COMPANY, its stockholders, officers, directors, agents or employees by virtue of his employment with the COMPANY, whether arising from law, contract or company policy and COMPLAINANT acknowledges that he has no cause of action, complaint, case or grievance whatsoever against the COMPANY, its stockholders, officers, directors, agents or employees in respect of any matter incident to or arising out of his previous employment with the COMPANY and/or the cessation of that employment. COMPLAINANT further warrants that he will institute no action and will not continue to prosecute pending actions, including but not limited to the above-mentioned case pending resolution with the Supreme Court, against the COMPANY, its stockholders, officers, directors, agents or employees.

"3 . COMPLAINANT hereby manifests that the grant by the COMPANY of the above-mentioned amount to COMPLAINANT shall not be construed by him, or his representative, as a confession or an admission of liability on the part of the COMPANY, its officers, stockholders or representatives, on any matter, cause demand or damages he now or may have against any or all of them.

"4 . As a result of this settlement, the parties herein mutually release and discharge one another from any and all claims or causes of action incident to or arising from the above-mentioned case, it being clearly understood that the mutual covenants herein constitute the full, final and complete settlement of all claims/demand/causes of action between the parties herein.

"5. By this Agreement, which is free from fraud, misrepresentation or coercion, COMPLAINANT and the COMPANY are hereby withdrawing the aforementioned case now pending with the Supreme Court, docketed as Case No. G.R. 55698 which should be dismissed with prejudice and deemed finally closed and terminated for all intents and purposes.

"IN WITNESS WHEREOF, the parties hereto have hereunto affixed their signatures this 2nd day of April 1982, in Makati, Metro Manila.

(Sgd .) Rodito Siasico

"RODITO SIASICO

ENGINEERING EQUIPMENT, INC.

Complainant

Company

By:

(Sgd .) Romeo L. Cabrera

ROMEO L. CABRERA

"Assisted by:

Assisted by:

(Sgd .) Raul E. Espinosa

SYCIP, SALAZAR, FELICIANO

"Atty. RAUL E. ESPINOSA

& HERNANDEZ

By:

(Sgd .) J.H. Cacanindin

JUSTINO H. CACANINDIN"

(Notarial acknowledgment is omitted)

The said compromise agreement is hereby approved. This case is dismissed and considered closed and terminated.
No costs.

SO ORDERED.

Barredo, (Chairman), Guerrero, Abad Santos, De Castro, and Escolin, JJ.,concur.
Concepcion, Jr., J., on leave.

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