

MANNING INTERNATIONAL CORPO-RATION/ABDULASIS & MOHAMED A. ALJOMAIH, PETITIONERS, VS. NATIONAL LABOR RELATIONS COM-MISSION AND FRANCISCO “LAZARO” S. BENEDICTO, RESPONDENTS.

G.R. No. 83018. March 13, 1991

Ponente: NARVASA, J.

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NARVASA, J.:

Francisco Benedicto -- a.k.a. Lazaro Benedicto, according to his passport -- was hired by a foreign firm, Abdulasis & Mohamed A. Aljomaih Co., thru its Philippine representative, Manning International Corporation, as a truck driver for its establishment in Riyadh, Saudi Arabia. Benedicto was engaged for a stipulated term of two (2) years. He left for Saudi Arabia on December 1, 1980 to fulfil his employment contract.

Some months before the expiration of his contract with Abdulasis, etc., Benedicto was involved in a vehicular accident, was injured, and in consequence, lost both his legs. From the date of the accident, February 2, 1982, he was confined at a hospital in Saudi Arabia until sometime in May, 1982, when his employment was terminated. He was repatriated to the Philippines in August, 1982.

In October 18, 1982, Benedicto filed a complaint with the Philippine Overseas Employment Administration (POEA) for the recovery of his salary for the unexpired portion of his contract, insurance benefits and projected cost of medical expenses amounting to P25,000.00. Despite due service of summons and several subsequent notices, no appearance was entered, and no evidence presented, in behalf of the impleaded respondents, Benedicto's erstwhile employers: Manning and Abdulasis, etc. The last order addressed to the latter, dated December 13, 1983, gave them one final opportunity to submit their position paper with the warning that their failure to do so would constitute a waiver of the right to present evidence, and the case would be deemed "immediately submitted for decision based on the evidence on record." Still nothing was heard from the respondents.

Judgment was thereafter rendered by the POEA on March 19, 1984. The judgment dismissed Benedicto's claim for salary corresponding to the unexpired portion of his employment contract, upon a finding that "complainant was legally terminated from employment" because of his disability. The judgment however ordered Manning and Abdulasis, etc., in accordance with their contractual undertaking to provide workmen's compensation benefits for service-connected illness, injuries or death, "jointly and severally, to pay ** (Benedicto) P12,000.00 as total and permanent disability benefit * * (as well as) the actual medical expenses incurred by (him) in the treatment of his disability for at least one hundred twenty (120) days subject to verification * *."

The respondents filed a "Motion for Reconsideration and New Trial," which however was not deemed meritorious by the National Labor Relations Commission to which it was referred for action. By Resolution dated September 28, 1984, the Commission denied the motion and affirmed the judgment of the POEA. In that Resolution the Commission declared, too, that the evidence sought to be introduced by the respondents: a letter supposedly

written by Benedicto to his employer in May, 1982 and a formal acknowledgment of receipt by him of all monetary benefits for the period of his employment, was not in truth newly discovered evidence, as respondents already knew about it at the time of the original proceedings before the POEA and could have presented it therein but did not, despite numerous opportunities to do so.

On May 27, 1985, the judgment having become executory, Benedicto moved for computation of the amounts due him, and in substantiation, submitted receipts evidencing his actual medical expenses from September 3, 1982 to January 26, 1985. His former employers opposed the motion on the ground that the medical expenses referred to another person, Lazaro Benedicto. In an Order dated July 8, 1986, the Administrator overruled the objection, pointing out that the names Lazaro and Francisco Benedicto both referred to one and the same person, and directed the issuance of an alias writ of execution to enforce payment by respondents of P12,000.00 as total and permanent disability benefits and P19,450.00 as hospitalization and medical expenses for one hundred twenty (120) days, or a total of P31,450.00.

Benedicto protested the limitation of the award to him of medical expenses to the period corresponding to only 120 days and filed a motion for partial reconsideration to correct this claimed error. The NLRC adjudged his motion to be possessed of sufficient merit. In a Decision dated April 15, 1988, the NLRC set aside the POEA Order of July 8, 1986 and, on considerations of equity and social justice as well as the theory that "medical treatment should not be stopped until ** (Benedicto's) injury or disability is completely healed," entered "a new judgment approving the payment to Benedicto by his employers, jointly and severally, of P65,621.03 as "reimbursement of actual medical expenses from September 3, 1982 up to January 26, 1985."

Benedicto's former employers are now before this Court on a petition for certiorari, assailing that Decision of April 15, 1988 of the NLRC. They contend that the decision should be nullified and set aside because

- 1) Benedicto is estopped from further claims for medical expenses, having been fully compensated for his injury; and
- 2) the challenged decision is without legal basis and unjust.

Benedicto's employment contract provides[1] that -

"The employer shall provide the employee: Workmen's Compensation Benefits for service-connected illness, injuries or death in accordance with social Insurance Law and other pertinent laws of Saudi Arabia and whenever applicable, war hazards protection."

Since there was nothing in the record to indicate the benefits that are granted by the laws of Saudi Arabia to individuals suffering injuries similar to Benedicto's, the POEA saw fit to determine those benefits exclusively in accordance with relevant Philippine law.

Under Philippine law, employees who like Benedicto, are injured, or fall ill due to service-connected causes, and thereby become totally and permanently incapacitated, are entitled to

- 1) disability benefits of no less than P12,000.00 where the disability lasts continuously for more than one hundred twenty (120) days;[2] and
- 2) such medical expenses as have been actually incurred and necessary for the employees' treatment, during the period of disability as the nature of his sickness or injury and progress of his recovery may require, subject to the expense limitation prescribed by the Commission.[3]

It was precisely in accordance with these legal norms that the POE Administrator, in his Order dated July 8, 1986, directed the issuance of an alias writ of execution to enforce payment by respondents of P12,000.00 as total and

permanent disability benefits and P19,450.00 as hospitalization and medical expenses for one hundred twenty (120) days, or a total of P31,450.00. This, notwithstanding indications in the record that all hospital, surgical and medical expenses entailed by Benedicto's injuries while in Saudi Arabia, totaling 31,082 Saudi rials, were defrayed by Abdulasis, etc., and that he (Benedicto) also received from the persons responsible for the accident causing his injuries, the sum of 20,000 rials in consideration of which he released them from further liability.

The NLRC however opined in its Decision dated April 15, 1988 that there should be no limitation to the hospitalization and medical expenses payable to Benedicto, and that the employer should continue to be liable therefor until the former's "injury or disability is completely healed." The opinion is quite frankly grounded on considerations of equity and social justice, and not on any explicit provision of law or regulation. And upon such a theory, the Commission rendered a new judgment commanding the payment to Benedicto by his employers, jointly and severally, of P65,621.03 as "reimbursement of actual medical expenses from September 3, 1982 up to January 26, 1985."

It is at once apparent that the NLRC's "new judgment" of April 15, 1988 is at odds with the final and executory judgment rendered by the POEA on March 19, 1984. For whereas the Administrator's judgment of March 19, 1984 ordered Manning and Abdulasis, etc., Benedicto's employers, "jointly and severally, to pay ** (Benedicto) P12,000.00 as total and permanent disability benefit * * (as well as) the actual medical expenses incurred by (him) in the treatment of his disability for at least one hundred twenty (120) days subject to verification * *," the "new judgment" of April 15, 1988 decrees payment to Benedicto of P65,621.03 as "reimbursement of actual medical expenses from September 3, 1982 up to January 26, 1985" -- an amount considerably greater than the sum of "P19,450.00 as hospitalization and medical expenses for one hundred twenty (120) days," computed on the basis of the Administrator's final and executory decision.

Now, nothing is more settled in the law than that when a final judgment becomes executory, it thereby becomes immutable and unalterable. The judgment may no longer be modified in any respect, even if the modification is meant to correct what is perceived to be an erroneous conclusion of fact or law, and regardless of whether the modification is attempted to be made by the Court rendering it or by the highest Court of the land. The only recognized exceptions are the correction of clerical errors or the making of so-called nunc pro tunc entries which cause no prejudice to any party,[4] and, of course, where the judgment is void. It may not be amiss to advert to the teaching of *Lichauco v. Tan Pho*,[5] which quotes *Wilmerding v. Corbin Banking Co.*, 28 South., 640, 641; 126 Ala., 268, as to the nature and object of judgments nunc pro tunc, viz.:

"The object of a judgment nunc pro tunc is not the rendering of a new judgment and the ascertainment and determination of new rights, but is one placing in proper form on the record, the judgment that has been previously rendered, to make it speak the truth, so as to make it show what the judicial action really was, not to correct judicial errors, such as to render a judgment which the court ought to have rendered, in place of the one it did erroneously render, nor to supply nonaction by the court, however erroneous the judgment may have been."

The alteration made by the NLRC judgment on the final and executory judgment of the POE Administrator cannot in any sense be characterized as the correction of a clerical mistake, or a nunc pro tunc entry. Nor may the latter judgment be considered as void in any aspect. It is in truth the "new judgment" of the NLRC that is void ab initio, insofar as it attempts to vary the disposition of the final and executory decision of the POE Administrator. Said "new judgment" is utterly inefficacious to work any change in the Administrator's decision.

There is another reason to strike down the NLRC's "new judgment" of April 15, 1988, and that is, that in disregard of the relevant provisions of the law, it is made to rest on "considerations of equity and social justice." This is impermissible. As this Court held in the analogous situation of an employee whom the NLRC found had

been dismissed by her employer for cause (dishonesty) but whom it nonetheless awarded separation pay on equitable and compassionate grounds:

"The rule embodied in the Labor Code is that a person dismissed for cause as defined therein is not entitled to separation pay. The cases above cited constitute the exception, based upon considerations of equity. Equity has been defined as justice outside law, being ethical rather than jural and belonging to the sphere of morals than of law. It is grounded on the precepts of conscience and not on any sanction of positive law. Hence, it cannot prevail against the expressed provision of the labor laws allowing dismissal of employees for cause and without any provision for separation pay."[6]

WHEREFORE, the petition is granted, and the writ of certiorari thereby solicited is hereby issued, ANNULING and SETTING ASIDE the contested Decision dated April 15, 1988 of the respondent Commission, and REINSTATING and AFFIRMING the Order of the Philippine Overseas Employment Administrator dated July 8, 1986. No pronouncement as to costs.

SO ORDERED.

Cruz, Gancayco, Griño-Aquino, and Medialdea, JJ., concur.

[1] In Paragraph B (3)

[2] ART. 192, Labor Code; Sec. 2 (c), Rule IX, Amended Rules on Workmen's Compensation

[3] ART. 185, Labor Code; Secs. 1 and 2, Rule VIII, Amended Rules on Workmen's Compensation

[4] Contreras, et al. v. Felix, et al., 78 Phil. 570, 574, citing 1 Freeman on Judgments, pp. 269-271; Marasigan v. Ronquillo, 94 Phil. 237, 240-241, citing Freeman on Judgments, Vol. I, Secs. 141, 273, 274-275; Ablaza v. Sycip, et al., 110 Phil. 4, 7; citing Veluz v. Justice of the Peace of Sariaya, 42 Phil. 557

[5] 51 Phil. 862, 880 (1923), cited in Cardoza vs. Singson, 181 SCRA 45; italics supplied

[6] Philippine Long Distance Telephone Co. vs. NLRC, 164 SCRA 671, 679, and cases cited therein; SEE also concurring opinion of Barredo, J. in National Federation of Sugar Workers (NFSW) vs. Ovejera, 114 SCRA 372 (at pp. 380-381), and Rural Bank of Paranaque, Inc. v. Remolado, 135 SCRA, 409, 412

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