



Republic of the Philippines
Supreme Court
Manila

SECOND DIVISION

LUIS S. DOBLE, JR.,

Petitioner,

G.R. No. 215627

Present:

CARPIO, J., *Chairperson*,
PERALTA,
MENDOZA,*
LEONEN, and
MARTIRES,** JJ.

- versus -

Promulgated:

ABB, INC./NITIN DESAI,

Respondents.

05 JUN 2017

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x-----x

DECISION

PERALTA, J.:

This is a petition for review on *certiorari* under Rule 45 of the Rules of Court, seeking to reverse and set aside the minute Resolution¹ dated November 29, 2013 and Resolution² dated November 28, 2014 issued by the Court of Appeals, and to reinstate with modification the Decision dated November 29, 2012 of the Labor Arbiter in NLRC-Case No. NCR-03-04889-12.

The facts are as follows:

* On official leave.

** On wellness leave.

¹ *Rollo*, p. 56; signed by Court of Appeals Eleventh (11th) Division Clerk of Court Atty. Celedonia M. Ogsimer, and witnessed by Associate Justice Eduardo B. Peralta, Jr. with Associate Justices Vicente S.E. Veloso and Jane Aurora C. Lantion, concurring.

² *Id.* at 59-60; penned by Associate Justice Eduardo B. Peralta, Jr. with Associate Justices Vicente S.E. Veloso and Jane Aurora C. Lantion, concurring.

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Petitioner Luis S. Doble, Jr., a duly licensed engineer, was hired by respondent ABB, Inc. as Junior Design Engineer on March 29, 1993. During almost nineteen (19) years of his employment with the respondent ABB, Inc. prior to his disputed termination, Doble rose through the ranks and was promoted as follows:

1. 1994 -Design Engineer
2. 1996 - Sales Engineer of the Network Protection
3. 1999 - Senior Sales Engineer of the Power Technology Utility Automation Business
4. March 2005 - Manager for Sales Sub-Station Automation Business Unit, Power System Division
5. July 2006 - Officer-In-Charge of the Power Technology Utility Business Unit
6. March 2007 - Senior Manager and Head of the Power Technology Utility Automation, Power System Division
7. November 2008 - Local Division Manager, Power System Division
8. March 2010 – Vice-President and Local Division Manager of Power System Division.

As a matter of policy, ABB, Inc. conducts the yearly Performance and Development Appraisal of all its employees. In all years prior to 2008, Doble was rated with grades three (3) or four (4), which are equivalent to Strong Performance or Superior Results. In the years 2008, 2009, and 2010, he received a performance rating of 4 for superior results.

On March 2, 2012, Doble was called by respondent ABB, Inc. Country Manager and President Nitin Desai, and was informed that his performance rating for 2011 is one (1) which is equivalent to unsatisfactory performance.

On March 13, 2012, at about 10:45 a.m., a company Executive Assistant informed Doble that he has a meeting with ABB, Inc. President Desai and Country Human Resource (*HR*) Manager Marivic Miranda at 11:15 a.m. in the Luzon Conference Room of ABB, Inc.

During the meeting, ABB, Inc. President Desai explained to Doble that the Global and Regional Management have demanded for a change in leadership due to the extent of losses and level of discontent among the ranks of the PS Division. Desai then raised the option for Doble to resign as Local Division Manager of the PS Division. Thereafter, HR Manager Miranda told Doble that he would be paid separation pay equivalent to 75% of his monthly salary for every year of service, provided he would submit a letter of resignation, and gave him until 12:45 p.m. within which to decide.



Shocked by the abrupt decision of the management, Doble asked why he should be the one made to resign. Miranda said that it was the decision of the management, and left him alone in the conference room to decide whether or not to resign. At this juncture, the parties gave contrasting accounts on the ensuing events which led to the termination of Doble's employment.

Doble narrated in his Position Paper how he was constructively dismissed and forced to resign:

21. [HR Manager Miranda] came back at about 12:45 o'clock in the afternoon and asked the complainant if he was able to decide already. Complainant told Mrs. Miranda that he could not decide because he was in a quandary why he was [the one being] made to resign;

22. Then, Mrs. Miranda said that complainant could be given One Month Separation Pay per year of service instead of 75% of the monthly salary. Complainant again asked Mrs. Miranda why he was the one being made to resign. Mrs. Miranda repeated that it was the decision of the management;

23. Complainant told Mrs. Miranda that he was already so hungry, thirsty, weak and tired because of extreme pressure. So, he asked Mrs. Miranda to allow him to go back to his office and to buy food in the canteen;

24. Mrs. Miranda said that she would be the one to request somebody to buy food for him and that he (complainant) should just eat in the conference room;

25. However, complainant appealed to Mrs. Miranda to allow him to return to his office where he could eat. She allowed complainant under [the] condition that he should go back to the conference room at 2:00 o'clock in the afternoon. Mrs. Miranda instructed complainant not to leave the company premises to take lunch and informed him that she gave instruction to the security guard of the gate not to allow him to go outside the company;

26. At 2:00 o'clock in the afternoon, complainant returned to the Luzon Conference Room. Mrs. Miranda asked complainant [about] the letter of resignation. Complainant answered that he had not prepared a resignation letter. Complainant did not prepare the resignation letter because he was aware that respondents were actually terminating his services illegally and without due process, that the letter of resignation he was being made to prepare was only a "**palusot**" (to borrow the word of Cong. Fariñas) of respondent.

27. **Mrs. Miranda again told the complainant to prepare the resignation letter as she said there was a need to complete the process within that day and further told him that he would not be allowed to leave the company without finishing all the necessary papers and that**



he would not be permitted to return to the company on the following days;

28. Complainant could not do anything. Under the extreme pressure and threat of Mrs. Miranda, he went to his office and prepared the letter of resignation;

29. In his office, complainant was surprised when he did not have an access anymore on the server and could not use his computer. He learned from the IT personnel that after the office hours on March 12, 2012 his access to the computer system was already cut upon instruction of the top management. So, he just used the computer of his staff in the preparation of the letter of resignation;

30. At about 4:30 o'clock in the afternoon, the Country HR Manager Mrs. Miranda came to the office of the complainant to get the resignation letter. Complainant gave it to Mrs. Miranda. The letter states that:

March 13, 2012

**“To: Mr. Nitin Desai
President**

**Marivic Miranda
Country HR**

Dear Sir/Madam,

As per your instruction, I am sending you my immediate resignation effective today, March 13, 2012 as Vice-President of Power Systems Division.

Very Truly Yours,

SGD. Luis S. Doble, Jr.”

x x x

Upon reading it, Mrs. Miranda did not like the contents and told the complainant to make another letter of resignation and instructed him to put the words, **“tendering my immediate resignation”** and to remove the words, **“as per your instruction.”**

31. Complainant told Mrs. Miranda that he could not change the letter because he made the letter upon her instruction. But, Mrs. Miranda insisted to revise the letter of resignation and submit it before 7:00 o'clock in the evening. Though against his conscience, complainant revised the letter of resignation. Complainant was also told by Mrs. Miranda if he would purchase the company Car Plan of the 2009 Ford Escape being used by him so that the balance leasing cost could be deducted from his separation pay. As complainant could do nothing, he just agreed to buy the car. Mrs. Miranda also informed complainant that she would be the one to prepare the letter of intent to purchase the car for him to sign. Then, Mrs. Miranda left.



32. About 6:30 o'clock in the evening, complainant submitted the revised letter of resignation. His revised letter of resignation following the instruction of Mrs. Miranda states that:

March 13, 2012

**“To: Mr. Nitin Desai
President**

**Marivic Miranda
Country HR**

Dear Sir/Madam,

**I am tendering my immediate resignation effective today,
March 13, 2012 as Vice-President of Power Systems Division.**

Very Truly Yours,

SGD. Luis S. Doble, Jr.”

x x x x

33. About 8:00 o'clock in the evening, Mrs. Miranda went to the office of the complainant and let him sign the Letter of Intent to purchase the car and the Letter of Acceptance dated March 13, 2012. x x x The letter [of acceptance] states that:

March 13, 2012

**Luis S. Doble, Jr.
Vice-President
PS Division**

**Thru: Nitin Desai
Country HR Manager and President**

Dear Luis,

**Relative to your letter dated March 13, 2012 informing us of
your resignation from ABB effective March 13, 2012 please be
informed that the same is accepted after your completion of the
Company's Clearance process.**

**Thank you for your support to ABB, Inc., and we wish you
luck in your future endeavors.**

Truly Yours,

**SGD. Marivic Miranda
Country HR Manager**

Received by:

**SGD. Luis S. Doble, Jr.
Date: 3/13/2012”**



Mrs. Miranda also brought with her the Employee Clearance Sheet dated March 13, 2012 of complainant already signed by her with same date March 13, 2012. Then, she let complainant surrender the company ID, mobile phone, laptop and cabinet keys. She went to the car of the complainant in the parking area, checked it and got the Caltex Gasoline Star Card and the Safety Medical Kit;

34. At time, it was already about 8:30 o'clock in the evening. Complainant was tired, stressed, weak, felt uneasy, mentally and psychologically disturbed and hungry as his detention had lasted for more than eight (8) hours already from 11:15 o'clock in the morning to 8:40 o'clock in evening;

35. Complainant was only allowed to leave the office at about 8:40 o'clock in the evening. Mrs. Miranda called and informed the gate guard to already allow the complainant to leave the company premises;

x x x.³

On the part of ABB, Inc., HR Manager Miranda narrated in her affidavit how Doble voluntarily resigned:

6. x x x At about 12:45 p.m., I returned to the Luzon Room and he told me that he has yet to decide. At this time, he requested that he would want to go to his room and eat lunch. I offered that I could request someone to buy for him food instead. He reiterated his request to go back to his room and eat and I said by all means he can;

7. Thereafter, I told him that we may meet again to discuss his resignation. He asked what time and I replied that 2:00 p.m. would be ideal. He agreed. At around 2:00 p.m., Mr. Doble did not come back to the Luzon room. At 2:30 p.m., however, we met again;

8. At this meeting, I asked him whether he has made a decision. He then attempted to negotiate by proposing to get a resignation benefit equivalent to 1.5 month's pay and said that if he is given said amount, there will be no issue, no labor case between him and ABB, Inc. I told him that the request could not be accommodated, as the policy provides 75% month's pay for every year of service. I then suggested to him that he could talk to Mr. Desai regarding this request but he declined. At this point, he requested that the separation benefit be higher, as he anticipates that there will still be deductions thereon. I left the room to confer with Mr. Desai, and ABB's Chief Finance Officer, Mr. Robert Ramos. It was agreed that we can extend a one-month pay per every year of service to Mr. Doble in consideration of his tenure of service with ABB. Thereafter, I returned to the Luzon Room to inform Mr. Doble that ABB would be willing to give him a separation benefit equivalent to one-month pay per every year of service. Unrelenting, he again negotiated the possibility of a higher amount. I replied that this is ABB's final and last offer. He then said that he will draft his letter of resignation.

x x x x



³

Id. at 70-74. (Emphasis in the original)

10. At around 4:30 p.m., Mr. Doble handed me a resignation letter which read as follows: “as per your instruction, I am sending you my immediate resignation effective today, March 13, 2012 as Vice-President of Power Systems Division.” I expressed my strong disagreement with the wordings of the resignation letter and asked him to remove the phrase “as per your instruction.” ABB and I never gave him any instruction/s to resign. I emphasized to him that it was his decision to resign. Thus, he agreed to revise the letter. Also, contrary to Mr. Doble’s assertion in his Position Paper, I never imposed any deadline on the submission of the revised letter.

11. He then brought up the possibility of purchasing the company-issued vehicle. I responded that it is possible but he has to make a request. I volunteered to draft the document signifying his intent to purchase the company-issued vehicle.

12. At about 6:00 p.m., Mr. Doble went to my office and gave me the revised resignation letter. I then told him that I will prepare the acceptance letter, the clearance form and request to purchase the vehicle. I asked him whether he will come to my office or shall I go to his office. He responded that I should just go to his office.

13. Around 7:00 p.m., I gave him a copy of ABB’s letter of acceptance of his resignation and the employee’s clearance form. As he has already returned the company-issued mobile phone and laptop computer to me, I acknowledged the same and then signed the employee clearance form to reflect the surrender of these items. I also gave him the draft of the intent to purchase the company-issued vehicle, which he there and then signed. He left the clearance form to me for routing to the various heads of office in ABB.

14. It was at this point that he asked me as to when he will receive the resignation benefit, as some of his payables are coming up in the following days. I told him that processing usually takes 5-7 work days because a big part of the resignation benefit will not come directly from ABB but from the retirement plan manager – BPI. Nevertheless, I told him that I would do my best to have the resignation benefit released to him, if possible, on 16 March 2012 and told him to give me his personal mobile number and to make follow-ups *via* text message.

15. On 23 March 2012, I met Mr. Doble at McDonald’s Alabang Town Center – the venue that we both agreed to meet because his vehicle could not go farther because of the vehicle volume reduction scheme and because it was the graduation of his son later in the afternoon. Thereat, he received the check for his resignation benefit and signed all the pertinent documents, including a Release and Quitclaim.⁴

On March 26, 2012, Doble filed a Complaint⁵ for illegal dismissal with prayer for reinstatement and payment of backwages, other monetary claims and damages.

⁴ *Id.* at 163-165.

⁵ *Id.* at 64-66.

In a Decision dated November 29, 2012, the Labor Arbiter⁶ held that Doble was illegally dismissed because his resignation was involuntary, and ordered ABB, Inc. and Desai to pay his backwages and separation pay, since reinstatement is no longer feasible. The dispositive portion of the Decision reads:

IN VIEW OF THE FOREGOING, respondent[s] is [are] directed to pay the complainant of his backwages from the time of complainant's dismissal up to the finality of this Decision and such award is computed at One Million Six Hundred Forty-Eight Thousand Nine Hundred Seventeen Pesos and 24/100 (P1,648,917.24) as of this date, the computation of which is shown below:

Backwages:

$$3/13/12 - 11/29/12 = 8.53 \text{ Mos.}$$

$$\text{P}193,308 \times 8.53 \text{ mos.} = \dots\dots\dots \text{P } 1,648,917.24$$

Complainant is deemed paid of his separation pay.

The rest of the claims are dismissed for lack of merit.

SO ORDERED.⁷

Aggrieved by the Decision of the Labor Arbiter, ABB, Inc. and Desai filed an appeal, whereas Doble filed a partial appeal from the dismissal of his monetary claims.

In a Decision dated June 26, 2013, the two (2) Commissioners⁸ of the NLRC Sixth Division voted to grant the appeal filed by ABB, Inc. and Desai, and to dismiss the partial appeal of Doble. They found that the resignation of Doble being voluntary, there can be no illegal dismissal and no basis for the award of other monetary claims, damages and attorney's fees. However, one NLRC Commissioner⁹ dissented in this wise:

The complainant has no reason to resign, much less to abruptly resign on March 13, 2012. What happened on that day was that complainant was called to a meeting by the company President who told him that his performance or rating the previous year was unsatisfactory. In the same meeting the President gave him the option to resign. x x x In simple terms, the company wants to get rid of him so he can either resign or be fired. Clearly, his resignation is not voluntary. Besides, why would he file for illegal dismissal and reinstatement if he voluntarily resigned?¹⁰

⁶ Labor Arbiter Gaudencio P. Demaisip, Jr.

⁷ *Rollo*, p. 197.

⁸ Commissioners Nieves E. Vivar-De Castro and Isabel G. Panganiban-Ortiguerra.

⁹ Presiding Commissioner Joseph Gerard E. Mabilog.

¹⁰ *Rollo*, p. 285.

Doble filed a motion for reconsideration, but the NLRC denied the motion in a Resolution dated August 14, 2013 for lack of compelling reason to disturb its findings and conclusions. Dissatisfied with the NLRC Decision and Resolution, Doble filed a petition for *certiorari* before the Court of Appeals (CA).

In a minute Resolution¹¹ dated November 29, 2013, the CA dismissed outright the Petition for *Certiorari* because (1) “the assailed National Labor Relations Commission (NLRC) Decision and Resolution attached are mere ‘CERTIFIED PHOTOCOP(IES)’ and not duplicate originals or certified true copies;” and (2) “petitioner’s counsel’s MCLE Compliance No. III-0006542’ xxx does not appear to have complied with the Fourth (IV) MCLE compliance period.”

In a Resolution dated November 28, 2014, the CA also denied petitioner’s motion for reconsideration because (1) the NLRC Decision and Resolution attached to the petition were certified “photo” copies, unlike the specific requirement for a certified “true” copy, or a “clearly legible duplicate original or certified true copy” of the assailed disposition, and (2) petitioner’s counsel conceded his inability to comply with the MCLE requirement.¹²

Disgruntled with the Resolutions of the CA, Doble filed this petition for review on *certiorari*, raising the following arguments:

I. WITH DUE RESPECT, THE HONORABLE COURT OF APPEALS ERRED AND COMMITTED GRAVE ABUSE OF DISCRETION IN DISMISSING THE PETITION ON MERE TECHNICALITY DESPITE THAT PETITIONER HAS THE MOST PERSUASIVE REASON TO RELAX THE APPLICATION OF THE RULES OF PROCEDURES TO AFFORD HIM THE OPPORTUNITY TO VENTILATE HIS CASE ON THE MERITS.

II. WITH DUE RESPECT, THE QUESTIONED RESOLUTIONS ARE CONTRARY TO THE LIBERAL APPLICATION OF THE RULES OF PROCEDURE AND TO THE CASE OF GALANG VS. COURT OF APPEALS, ET AL., G.R. NO. 76221, JULY 29, 1991.

III. WITH DUE RESPECT, THE HONORABLE COURT OF APPEALS SHOULD HAVE DECIDED THE PETITION ON THE MERITS INSTEAD OF DISMISSING THE SAME PURELY ON TECHNICAL GROUNDS IN THE INTEREST OF JUSTICE AND EQUITY AND THAT THE ASSAILED RESOLUTIONS ARE CONTRARY TO THE CASE OF YONG CHAN KIM VS. PEOPLE OF THE PHILIPPINES, HON. EDGAR D. GUSTILO, PRESIDING JUDGE, RTC, 6TH JUDICIAL REGION, BRANCH 28, ILOILO CITY AND COURT OF

¹¹ *Id.* at 56.

¹² *Id.* at 59-60.



APPEALS (13TH DIVISION), SOUTHEAST ASIAN FISHERIES DEVELOPMENT CENTER AQUACULTURE DEPARTMENT (SEAFDEC), G.R. NO. 84719, AUGUST 10, 1989.¹³

Faulting grave abuse of discretion against the NLRC for dismissing his complaint for illegal dismissal, Doble prays for the reinstatement of the Decision of the Labor Arbiter with the following modifications:

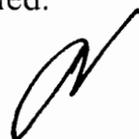
1. ordering the respondents, jointly and severally, to reinstate the petitioner with full backwages without loss of seniority rights and benefits from the time he was dismissed until his actual reinstatement;
2. ordering the respondents, jointly and severally, to pay petitioner the following allowance and benefits –
 - a. Recreational allowance of ₱180,000.00 per year;
 - b. Bonus of 3.9 months of his total monthly salary equivalent to an average of ₱750,000.00 every year;
 - c. Rice subsidy monthly converted to cash in the average amount of ₱20,400.00 per year;
 - d. 15 days sick leave, 15 days vacation leave and 3 days long service leave per year; and
 - e. 13th month pay equivalent to one (1) month salary.
3. ordering the respondents, jointly and severally, to pay petitioner ₱1,000,000.00 as moral damages;
4. condemning the respondents, jointly and severally, to pay petitioner ₱1,000,000.00 as exemplary damages;
5. ordering the respondents, jointly and severally, to pay a fine of ₱1,000,000.00 for dismissing the petitioner without due process;
6. ordering the respondents, jointly and severally, to pay petitioner ₱100,000.00 as actual damages for acceptance fee and ₱5,000.00 per hearing;
7. ordering the respondents, jointly and severally, to pay 10% attorney's fees of the total monetary award.¹⁴

The petition is partly impressed with merit on procedural grounds, but still devoid of substantive merit.

On the procedural aspect, the Court rules that the CA gravely erred when it dismissed outright the Petition for *Certiorari* and refused to reinstate the same, despite the fact that the two defects noted in the minute Resolution dated November 29, 2013 have already been substantially rectified.

¹³ *Id.* at 14-15.

¹⁴ *Id.* at 49.



First, the CA gravely erred in dismissing the petition on the ground that the assailed NLRC Decision and Resolution attached thereto are mere “certified photocopies” and not duplicate originals or certified true copies. The CA’s inordinate nitpicking on procedural requirements is contrary to the Court’s ruling in *Coca-Cola Bottlers Phils., Inc. v. Cabalo*.¹⁵

The problem presented is not novel. In fact, it is a fairly recurrent one in petitions for *certiorari* of NLRC decisions as it seems to be the practice of the NLRC to issue certified “xerox copies” only instead of certified “true copies.” We have, however, put an end to this issue in *Quintano v. NLRC* when we declared that **there is no substantial distinction between a photocopy or a “Xerox copy” and a “true copy” for as long as the photocopy is certified by the proper officer of the court, tribunal, agency or office involved or his duly-authorized representative and that the same is a faithful reproduction of the original.** We held therein:

The submission of the duplicate original or certified true copy of judgment, order, resolution or ruling subject of a petition for *certiorari* is essential to determine whether the court, body or tribunal, which rendered the same, indeed, committed grave abuse of discretion. The provision states that either a legible duplicate original or certified true copy thereof shall be submitted. If what is submitted is a copy, then it is required that the same is certified by the proper officer of the court, tribunal, agency or office involved or his duly-authorized representative. The purpose for this requirement is not difficult to see. It is to assure that such copy is a faithful reproduction of the judgment, order, resolution or ruling subject of the petition.

X X X

X X X

X X X

Indeed, for all intents and purposes, a certified Xerox copy is no different from a certified true copy of the original document. The operative word in the term certified true copy under Section 3, Rule 46 of the Rules of Court is certified. The word means made certain. It comes from the Latin word *certificare* meaning, to make certain. Thus, as long as the copy of the assailed judgment, order, resolution or ruling submitted to the court has been certified by the proper officer of the court, tribunal, agency or office involved or his duly-authorized representative and that the same is a faithful reproduction thereof, then the requirement of the law has been complied with. It is presumed that, before making the certification, the authorized representative had compared the Xerox copy with the original and found the same a faithful reproduction thereof.¹⁶

¹⁵ 516 Phil. 327 (2006).

¹⁶ *Coca-Cola Bottlers Phils., Inc. v. Cabalo*, *supra*, at 334-335. (Emphasis added and citations omitted.)

In this case, a perusal of the attached NLRC Decision and Resolution shows that they are indeed certified photocopies of the said decision and resolution. Each page of the NLRC Decision and the Resolution has been certified by the NLRC Sixth Division's Deputy Clerk of Court, Atty. Cherry P. Sarmiento, who is undisputedly the proper officer to make such certification.¹⁷ Moreover, the attached copies of the NLRC Decision and Resolution appear to be faithful reproductions thereof. Thus, there is substantial compliance with Section 1, Rule 65 of the Rules of Court which provides that any petition filed under Rule 65 should be accompanied by a certified true copy of the judgment, order or resolution subject thereof.

Second, the CA also gravely erred in denying the Motion for Reconsideration of the Resolution dated November 29, 2013 which dismissed the Petition for *Certiorari* on the ground that petitioner's counsel had conceded his inability to comply with the Mandatory Continuing Legal Education (*MCLE*) requirement.

On point is *People v. Arrojado*¹⁸ where it was held that the failure of a lawyer to indicate in his or her pleadings the number and date of issue of his or her *MCLE* Certificate of Compliance will no longer result in the dismissal of the case:

In any event, to avoid inordinate delays in the disposition of cases brought about by a counsel's failure to indicate in his or her pleadings the number and date of issue of his or her *MCLE* Certificate of Compliance, this Court issued an *En Banc* Resolution, dated January 14, 2014 which amended B.M. No. 1922 by repealing the phrase "Failure to disclose the required information would cause the dismissal of the case and the expunction of the pleadings from the records" and replacing it with "Failure to disclose the required information would subject the counsel to appropriate penalty and disciplinary action." Thus, **under the amendatory Resolution, the failure of a lawyer to indicate in his or her pleadings the number and date of issue of his or her *MCLE* Certificate of Compliance will no longer result in the dismissal of the case and expunction of the pleadings from the records.** Nonetheless, such failure will subject the lawyer to the prescribed fine and/or disciplinary action.¹⁹

Granted that the Petition for *Certiorari* was filed before the CA on October 29, 2013 even before the effectivity of *En Banc* Resolution dated January 14, 2014 which amended B.M. No. 1922,²⁰ it bears to stress that petitioner's counsel later submitted Receipts of Attendance in the *MCLE*

¹⁷ *Rollo*, pp. 276-285, 308-309; *CA rollo*, pp. 48-59.

¹⁸ G.R. No. 207041, November 9, 2015, 774 SCRA 193.

¹⁹ *People v. Arrojado*, *supra*, at 203. (Emphasis added.)

²⁰ Re: Number and Date of *MCLE* Certificate of Completion/Exemption Required in All Pleadings/Motions dated June 3, 2008.



Lecture Series for his MCLE Compliance IV²¹ on March 3, 2014 and the Certificate of Compliance²² albeit on January 26, 2015. Hence, the CA erred in issuing the assailed November 28, 2014 Resolution denying Doble's motion for reconsideration, there being no more reason not to reinstate the petition for *certiorari* based on procedural defects which have already been corrected. Needless to state, liberal construction of procedural rules is the norm to effect substantial justice, and litigations should, as much as possible, be decided on the merits and not on technicalities.

While as a general rule, only errors of law are reviewed by the Court in petitions for review under Rule 45, one of the well-recognized exceptions to this rule is when the factual findings of the NLRC contradict those of the labor arbiter.²³ In the interest of substantial justice, judicial economy and efficiency, and given that the records on hand are sufficient to make a determination of the validity of Doble's dismissal, the Court may re-evaluate and review the factual findings of the labor tribunals, instead of remanding the case before the CA for the resolution of the case on the merits.

On the substantive issue of whether Doble was illegally dismissed, the Court holds that he voluntarily resigned, and was not constructively dismissed.

In illegal dismissal cases, the fundamental rule is that when an employer interposes the defense of resignation, the burden to prove that the employee indeed voluntarily resigned necessarily rests upon the employer.²⁴ The concepts of constructive dismissal and resignation are discussed in *Gan v. Galderma Philippines, Inc.*,²⁵ thus:

To begin with, constructive dismissal is defined as quitting or cessation of work because continued employment is rendered impossible, unreasonable or unlikely; when there is a demotion in rank or a diminution of pay and other benefits. It exists if an act of clear discrimination, insensibility, or disdain by an employer becomes so unbearable on the part of the employee that it could foreclose any choice by him except to forego his continued employment. There is involuntary resignation due to the harsh, hostile, and unfavorable conditions set by the employer. The test of constructive dismissal is whether a reasonable person in the employee's position would have felt compelled to give up his employment/position under the circumstances.

On the other hand, "[r]esignation is the voluntary act of an employee who is in a situation where one believes that personal reasons cannot be sacrificed in favor of the exigency of the service, and one has no

²¹ *Rollo*, p. 358.

²² *Id.* at 361.

²³ *Philippine Savings Bank v. Barrera*, G.R. No. 197393, June 15, 2016.

²⁴ *San Miguel Properties Phils., Inc. v. Gucaban*, 669 Phil. 288, 297 (2011).

²⁵ 701 Phil. 612 (2013).

other choice but to dissociate oneself from employment. It is a formal pronouncement or relinquishment of an office, with the intention of relinquishing the office accompanied by the act of relinquishment. As the intent to relinquish must concur with the overt act of relinquishment, the acts of the employee before and after the alleged resignation must be considered in determining whether he or she, in fact, intended to sever his or her employment.”²⁶

Guided by these principles, the Court agrees with the NLRC that ABB, Inc. and Desai were able to prove by substantial evidence that Doble voluntarily resigned, as shown by the following documents (1) the affidavit of ABB, Inc.’s HR Manager Miranda;²⁷ (2) the resignation letter;²⁸ the letter of intent to purchase service vehicle;²⁹ and ABB, Inc.’s acceptance letter,³⁰ all dated March 13, 2012, (3) the Employee Clearance Sheet;³¹ (4) the Certificate of Employment dated March 23, 2012;³² (5) photocopy of Bank of the Philippine Islands manager’s check³³ in the amount of ₱2,009,822.72, representing the separation benefit; (6) Employee Final Pay Computation,³⁴ showing payment of leave credits, rice subsidy and bonuses, amounting to ₱805,399.35; and (7) the Receipt, Release and Quitclaim for a consideration of the total sum of ₱2,815,222.07.³⁵

For his part, Doble insisted that he was constructively dismissed because he was threatened, detained as if he were a prisoner, unreasonably pressured and compelled to write a resignation letter for more than eight (8) hours inside the company office. Because of the incident, which supposedly besmirched his reputation, he claimed to have suffered embarrassment before his staff and other personnel, sleepless nights, moral shock and anxiety. He even claimed to have received calls and text messages from customers, competitors, colleagues and friends because of what the company did to him. Apart from his bare and self-serving allegations, however, Doble failed to present substantial documentary or testimonial evidence to corroborate the same. It is well settled that bare allegations of constructive dismissal, when uncorroborated by the evidence on record, cannot be given credence.³⁶ Neither can it be held that Doble was constructively dismissed because there is no evidence on record of any act of clear discrimination, insensibility, or disdain towards him which rendered his continued employment unbearable or forced him to terminate his employment from

²⁶ *Gan v. Galderma Philippines, Inc., et al., supra*, at 638-639. (Citations omitted.)

²⁷ *Rollo*, pp. 163-165

²⁸ *Id.* at 123.

²⁹ *Id.* at 124.

³⁰ *Id.* at 125.

³¹ *Id.* at 126.

³² *Id.* at 99.

³³ *Id.* at 128.

³⁴ *Id.* at 129.

³⁵ *Id.* at 130-131.

³⁶ *Paredes v. Feed The Children Philippines, Inc.*, G.R. No. 184397, September 9, 2015, 730 SCRA 203, 220.

ABB, Inc., much less a claim of demotion in rank or a diminution of pay and other benefits.

Since Doble claims to have been forced to submit a resignation letter, it is incumbent upon him to prove with clear and convincing evidence that his resignation was not voluntary, but was actually a case of constructive dismissal, *i.e.*, a product of coercion or intimidation.³⁷ Coercion exists when there is a reasonable or well-grounded fear of an imminent evil upon a person or his property or upon the person or property of his spouse, descendants or ascendants.³⁸ The requisites for intimidation to vitiate one's consent are stated in *St. Michael Academy v. NLRC*,³⁹ thus:

. . . (1) that the intimidation caused the consent to be given; (2) that the threatened act be unjust or unlawful; (3) that the threat be real or serious, there being evident disproportion between the evil and the resistance which all men can offer, leading to the choice of doing the act which is forced on the person to do as the lesser evil; and (4) that it produces a well-grounded fear from the fact that the person from whom it comes has the necessary means or ability to inflict the threatened injury to his person or property x x x.

After a careful review of the records, the Court finds that the above-stated requisites are absent, and that the NLRC has exhaustively discussed that Doble was not coerced into submitting a resignation letter, thus:

“ [c]omplainant has been employed with Respondent-ABB for nineteen (19) years. He is holding one of the top positions in the company and answerable only to the President, herein Respondent-Desai. He is a highly educated man. It is improbable that a man of his stature may be pressured into doing something that he does not want to do. Being a man of high educational attainment and qualifications, he is expected to know the import of everything he executes. His claim that he was forced to resign by HR Miranda is unbelievable. **The Complainant is the Vice-President and Local Division Manager of the Power System Division of the Respondent-ABB, while HR Miranda is the Country HR Manager. The latter does not outrank the former. It is likewise unbelievable that the HR Manager would prevent the Complainant from leaving the premises of the company nor prevent him from taking his lunch wherever he wants to take it. HR Miranda simply does not have that power and she cannot possibly do that to a high-ranking officer who has served the company for nineteen (19) years.** The event of 13 March 2012 is undoubtedly stressful to the Complainant as the top management had already expressed displeasure with his performance. But such degree of tension is expected in a corporation environment where the primordial consideration is to earn profit. **As stated in the sworn statement of HR Miranda, the Complainant was**

³⁷ *Gan v. Galderma Philippines, Inc.*, *supra* note 25, at 640.

³⁸ *Id.*

³⁹ 354 Phil. 491, 509-510 (1998).

given the option to resign by Respondent-Desai. Her statement that the Complainant negotiated for a higher benefit is more attuned with what actually transpired on 13 March 2012. The retirement plan for Respondent-ABB only gives a retiree 75% of his monthly pay for every year of service. The Complainant was able to get a higher rate equivalent to one (1) month salary for every year of service.

The Complainant prepared his resignation letter in his own office. His first letter was not accepted by HR Miranda because it gave the impression that he was being directed or ordered to resign. HR Miranda made it clear to him that he is not being ordered to resign as it is his own decision whether to resign or not. The Complainant submitted another resignation letter which was accepted by Respondent-ABB through its Country HR Manager. Thereafter, the Complainant no longer reported for work as his resignation was effective immediately. It was ten (10) days after he submitted his resignation letter that he again met with HR Miranda to get his retirement benefits. The meeting took place outside the company premises. **If, indeed, the resignation of the Complainant was involuntary, he could have easily sought legal counsel or advice right after he left the company premises on 13 March 2012. Instead, he waited for his clearance to be processed and his check prepared. He cannot claim that he was still under duress from March 14 to 22, 2012. The Complainant waited to be given his benefits first, and three (3) days thereafter filed his complaint before this Office. This is hardly the mindset of a person who is not in control of his life.**⁴⁰

On the other hand, the Court disagrees with the findings of the Labor Arbiter that Doble's resignation was not voluntary based on the following events, to wit: (1) on March 2, 2012, Doble's Performance and Development Approval rating in 2011 is unsatisfactory; (2) there are no prior circumstances that may show his intention to resign; (3) on March 13, 2012, Desai raised the option for him to resign, after explaining that due to the extent of losses and level of discontent among the ranks of the PS Division, the Global and Regional management have demanded for a change in leadership; (4) from the circumstances surrounding his resignation, the option to resign did not originate from Doble but from Desai, whose actuations was not a mere suggestion but a directive or order that was effected on the same day of March 13, 2012; (5) HR Manager Miranda's affidavit clearly show that Doble underwent pressure to resign because starting 11:00 a.m. until 6:00 p.m. of even date, the option to resign was reiterated and repeated until he handed a revised resignation letter; and (6) Doble was not given the opportunity or option to stay in the service.

Even if the option to resign originated from the employer, what is important for resignation to be deemed voluntary is that the employee's intent to relinquish must concur with the overt act of relinquishment. There can be no doubt as to the drastic and shocking nature of the abrupt decision of ABB, Inc. to let Doble resign on March 13, 2012 after almost 19 years of

⁴⁰ Emphasis added.



dedicated and satisfactory service, on account of the extent of losses, the level of discontent among the ranks of PS Division, and the ABB, Inc. Global and Regional management's demand for a change in leadership. It bears emphasis, however, that between the start of the conference at around 11:00 a.m. and about eight (8) hours later in the evening when he left the company premises, Doble negotiated for a higher separation pay, *i.e.*, from 75% of the monthly salary for every year of service allowed under the company retirement plan up to double that amount, or 1.5 month's pay for every year of service. In fact, Doble tendered a resignation letter only after being offered a better separation benefit of 1-month pay for every year of service, and even submitted a separate letter expressing his intent to buy his service vehicle. After considering the acts of Doble before and after his resignation, the Court is convinced of Doble's clear intention to sever his employment with ABB, Inc.

Doble claimed that while inside the conference room at about 2:00 p.m. of March 13, 2012, "he was aware that respondents were actually terminating his services illegally and without due process, that the letter of resignation he was being made to prepare was only a '*palusot*' (to borrow the word of Cong. Fariñas) of respondents (ABB, Inc. and Desai)."⁴¹ Despite being aware of the illegality of his dismissal, Doble submitted a resignation letter and a letter of intent to purchase his service vehicle, allowed Miranda to process his resignation papers, met her outside company premises on March 23, 2012 to sign a waiver and quitclaim and to receive his separation benefits. In view of the lapse of considerable period between his resignation until the execution of a quitclaim and receipt of his separation benefits about ten (10) days later, the Court is inclined to rule that the filing of his complaint for illegal dismissal on March 26, 2012 is a mere afterthought, if not a mere pretention.

Doble further cited the supposed propensity of ABB, Inc. to illegally dismiss its employees, who had filed a complaint for illegal dismissal against the company and were eventually awarded backwages and separation pay. Suffice it to state that Doble failed to prove that he is similarly situated with his co-workers, and that they, likewise, voluntarily executed a resignation letter and a waiver and quitclaim, and received a reasonable separation pay, before filing their respective complaints for illegal dismissal against the company. Instead of presenting copies of final decisions of the labor tribunals to substantiate his claim, Doble merely submitted photocopies⁴² of vouchers and checks, showing that his co-workers were paid certain amounts of money on account of their labor cases. Verily, such checks and vouchers are inadequate to prove that he was illegally dismissed and should likewise be awarded monetary claims.

⁴¹ *Rollo*, p. 71.

⁴² *Id.* at 100-102, Marked as Annexes "I," "J" and "K".



It is curious to note that despite his allegations that “under the extreme pressure and threat of Mrs. Miranda, he went to his office and prepared the letter of resignation”⁴³ and that “she gave instruction to the security guard of the gate not to allow him to go outside the company,”⁴⁴ Doble neither impleaded her as respondent in the complaint for illegal dismissal nor sought to hold her jointly and severally liable, together with the company and its President, for monetary claims and damages. The Court is befuddled that Doble is not prosecuting his claim against HR Manager Miranda, who was the only one who personally dealt with him during the crucial moments before and after his claimed forced resignation on March 13, 2012, as well as facilitated the release of his separation benefits upon his execution of a waiver and quitclaim on March 23, 2012. Accordingly, the Court has no reason to doubt and thus gives more credence to the affidavit of Miranda regarding the circumstances of Doble’s voluntary resignation rather than his version of constructive dismissal and forced resignation, which are based on bare and self-serving allegations.

Concededly, under prevailing jurisprudence, a deed of release of quitclaim does not bar an employee from demanding benefits to which he is legally entitled.⁴⁵ Employees who received their separation pay are not barred from contesting the legality of their dismissal, and the acceptance of such benefits would not amount to estoppel. The basic reason for this is that such quitclaims and/or complete releases are null and void for being contrary to public policy.

Be that as it may, not all quitclaims are invalid and against public policy. “If the agreement was voluntarily entered into and represents a reasonable settlement, it is binding on the parties and may not later be disowned simply because of a change of mind. It is only where there is a clear proof that the waiver was wangled from an unsuspecting or gullible person, or the terms of settlement are unconscionable on its face, that the law will step in to annul the questionable transaction.”⁴⁶ Cases abound where the Court gave effect to quitclaims executed by the employees when the employer is able to prove the following requisites: (1) the employee executes a deed of quitclaim voluntarily; (2) there is no fraud or deceit on the part of any of the parties; (3) the consideration of the quitclaim is credible and reasonable; and (4) the contract is not contrary to law, public order, public policy, morals or goods customs, or prejudicial to a third person with a right recognized by law.⁴⁷ ABB, Inc. and Desai proved by substantial evidence the presence of all these requisites through the following documents: (1) the affidavit of ABB, Inc.’s HR Manager Miranda;⁴⁸ (2) the Certificate of

⁴³ *Id.* at 30.

⁴⁴ *Id.* at 29.

⁴⁵ *Sari Sari Group of Companies v. Piglas Kamao*, 583 Phil. 564, 580-581 (2008).

⁴⁶ *Periquet v. National Labor Relations Commission*, 264 Phil. 1115, 1122 (1990).

⁴⁷ *Goodrich Manufacturing Corp. v. Ativo*, 625 Phil. 102, 107 (2010).

⁴⁸ *Rollo*, pp. 163-165

Employment;⁴⁹ (3) photocopy of Bank of the Philippine Islands manager's check⁵⁰ in the amount of ₱2,009,822.72, representing the separation benefit; (4) Employee Final Pay Computation,⁵¹ showing payment of leave credits, rice subsidy and bonuses, amounting to ₱805,399.35; and (5) the Receipt, Release and Quitclaim for a consideration of the total sum of ₱2,815,222.07.⁵²

Doble can hardly claim that he was forced to execute the Receipt, Release and Quitclaim on March 23, 2012, because he met Miranda alone outside company premises at McDonalds, Alabang Town Center, Muntinlupa City. He cannot also claim that there was fraud or deceit nor that the consideration for the waiver and quitclaim was unjust and unreasonable. That no portion of his retirement pay will be released or his urgent need for funds does not constitute the pressure or coercion contemplated by law as a valid reason to nullify a quitclaim.⁵³ While "dire necessity" may be an acceptable ground to annul quitclaims if the consideration is unconscionably low and the employee was tricked into accepting it, the same is not an acceptable ground for annulling the release when it is not shown that the employee has been forced to execute it.⁵⁴ As aptly pointed out by the NLRC, Doble is a Vice-President of the company, a highly educated person, *i.e.*, a duly-licensed engineer, who had worked with the company for almost 19 years, and the benefits he received from his resignation in the total amount of ₱2,815,222.07 are undisputedly more than that allowed under the company retirement plan. As a person of high educational attainment and managerial employment stature, Doble is expected to know the import of everything he executes,⁵⁵ and cannot be easily duped into signing a quitclaim against his will.

There is also no merit in Doble's contention that the Receipt, Release and Quitclaim is void because it was made to appear that he appeared before a notary public on April 10, 2012 when in fact he already filed an illegal dismissal complaint on March 26, 2012. Regardless of the fact that it was improperly notarized, the said quitclaim is a valid and binding contract between him and ABB, Inc., since the authenticity and due execution thereof is undisputed. Such lack of proper notarization does not render a private document void or without legal effect, but merely exposed the notary public to prosecution for possible violation of notarial laws, as well as the one who caused the same for falsification of public document.

⁴⁹ *Id.* at 99.

⁵⁰ *Id.* at 128.

⁵¹ *Id.* at 129.

⁵² *Id.* at 130-131.

⁵³ *Aujero v. Philippine Communications Satellite Communication*, 679 Phil. 463, 479 (2012).

⁵⁴ *Id.*

⁵⁵ *AMKOR Technology Philippines, Inc. v. Juangco*, 541 Phil. 312, 316 (2007)



Anent his monetary claims for 13th month pay, yearly bonus of about ₱750,000.00, 15 days vacation leave, 3 days long service leave, recreational allowance of ₱180,000.00 per year, and rice subsidy of ₱20,400.00, Doble argued that he is entitled thereto in light of the rule that where there is a finding of illegal dismissal, an employee who is unjustly dismissed shall be entitled to reinstatement without loss of seniority rights, benefits and other privileges or its monetary equivalent computed from the time compensation was withheld up to the time of actual reinstatement. Suffice it to stress that there being no illegal dismissal in this case, Doble's monetary claims must be denied for lack of legal basis.

Finally, since the Decision of the NLRC finding Doble to have voluntarily resigned is supported by substantial evidence and in accord with law and prevailing jurisprudence, no grave abuse of discretion, amounting to lack or excess of jurisdiction may be imputed against the NLRC for having dismissed his complaint for illegal dismissal against ABB, Inc. and Desai.

WHEREFORE, the petition for review on *certiorari* is **PARTLY GRANTED** for being impressed with merit on procedural issues and **PARTLY DENIED** for lacking merit on substantial issues. Accordingly, the assailed Resolutions dated November 29, 2013 and November 28, 2014 of the Court of Appeals are **REVERSED** and **SET ASIDE**, while the Decision dated June 26, 2013 and Resolution dated August 14, 2013 of the National Labor Relations Commission are **AFFIRMED**.

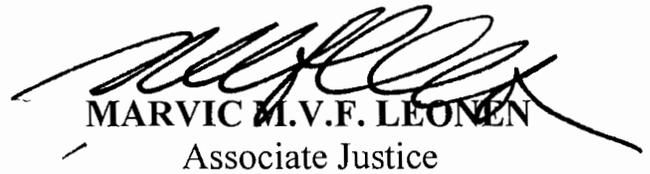
SO ORDERED.


DIOSDADO M. PERALTA
Associate Justice

WE CONCUR:


ANTONIO T. CARPIO
Associate Justice
Chairperson

On official leave
JOSE CATRAL MENDOZA
Associate Justice



MARVIC M.V.F. LEONEN
Associate Justice

On wellness leave
SAMUEL R. MARTIRES
Associate Justice

ATTESTATION

I attest that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.



ANTONIO T. CARPIO
Associate Justice
Chairperson, Second Division

CERTIFICATION

Pursuant to Section 13, Article VIII of the Constitution and the Division Chairperson's Attestation, I certify that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.



MARIA LOURDES P. A. SERENO
Chief Justice