

CHANROBLES PUBLISHING COMPANY

**SUPREME COURT
FIRST DIVISION**

ANTONIO P. MIGUEL,
Petitioner,

-versus-

**G.R. No. 78993
June 22, 1988**

**THE NATIONAL LABOR RELATIONS
COMMISSION (FIRST DIVISION) AND
FIRST HOLDING INTERNATIONAL,
INC.,**

Respondents.

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DECISION

GANCAYCO, J.:

The right of a laborer or employee to due process before he is dismissed from the service is the primordial issue in this petition for certiorari against a decision of the National Labor Relations Commission.

Petitioner was appointed personnel officer by the private respondent on November 26, 1982 for its electrification project in Hail, Saudi Arabia. After requiring him to render service at the Makati office of the private respondent, on January 26, 1983, petitioner was sent by private respondent to its overseas project in Saudi Arabia after he

signed an employment contract dated January 25, 1983 for a period of twenty-four (24) months effective from the date of his departure at a monthly base salary of U.S.\$800.00.

On April 3, 1983 while he was performing his job at the Al Jifah campsite, the petitioner was served a memorandum dated March 29, 1983 signed by the project manager Oscar C. Guevarra and Deputy Project Manager Guillermo Santos stating as follows:

“Please be advised that appraisal/evaluation of your performance as Personnel Officer of Hail B Electrification Project showed that you did not meet Company standards for the period of your incumbency from 26 January 1983 to present. Be informed that your probationary employment is hereby terminated.’

‘We are now expediting processing of your Exit Visa, Plane Tickets and other pertinent travel papers in connection with your repatriation.’”

Petitioner questioned the memorandum but was not given any answer. He was asked instead to pack his clothes, after which he was taken out of the campsite and brought to the Hail Liason Office where petitioner again invoked his right to due process and his right to be terminated only for just cause. He also questioned the characterization of his employment as probationary. Again no explanation was given. He even asked to be allowed to call up the labor attache at Jeddah by long distance telephone but his request was also denied. His IQAMA or work permit was confiscated so his movement was confined to the Hail office premises. On April 7, 1983, he was transported overland on the company vehicle to Riyadh. He requested to be allowed to pass by the company’s Riyadh office but this was denied. Instead, he was brought directly to the airport where he was given his passport and plane ticket and a letter to the FHI-AVP/Comptroller, Mr. Mel Macalintal.

After his arrival in Manila, he reported to Mr. Macalintal on April 11, 1983 and he was told that all payments due him will be paid on April 15, 1983. He was actually paid on April 18, 1983, after being required to sign a quitclaim in favor of the company.

Thus, on July 27, 1983, petitioner filed a complaint with the National Labor Relations Commission (NLRC) for illegal dismissal and unfair labor practice against the private respondent and filed another complaint with the Workers Assistance and Adjudication Office of the Philippine Overseas Employment Administration (POEA) for illegal dismissal and for non-registration of contract with the MOLE, praying for backwages, reinstatement, and prosecution of the company for falsification of documents.

The complaint of petitioner filed in the NLRC was dismissed by the labor arbiter for lack of jurisdiction on January 11, 1984.

In the POEA case, however, after the parties filed their pleadings and position papers, a decision was rendered on April 21, 1986, the dispositive part of which reads as follows:

“WHEREFORE, judgment is hereby rendered ordering the respondent First Holdings International to pay to complainant within ten (10) calendar days from receipt hereof, the sum of US DOLLARS SEVENTEEN THOUSAND FOUR HUNDRED TWELVE AND 10/100 (US\$17,412.10) or its equivalent in Philippine Currency at the time of actual payment as salary corresponding to the unexpired portion of the employment contract.

No other pronouncement.”

Private respondent appealed to the NLRC wherein in due course a decision was rendered on May 8, 1987 reversing and setting aside the decision of the POEA and dismissing petitioner’s claim for lack of merit.

Hence, the herein petition wherein petitioner alleges as reasons for the allowance of the petition as follows:

- “1. The respondent Commission gravely abused its discretion when it set aside the decision of the POEA in which decision there was a finding that petitioner was dismissed without due process of law, the respondent Commission

disregarding in the process not only the uncontradicted evidence on the matter but likewise disregarding the established jurisprudence that the due process requirement is not a mere formality that may be dispensed with at will.

2. The respondent Commission gravely abused its discretion when it reversed the decision of the POEA which decision specified that petitioner's dismissal was without lawful cause, such reversal NOT being based on any direct evidence on the supposed participation of the petitioner in the alleged alteration of the salary mentioned in Arabejo's contract.
3. The respondent Commission gravely abused its discretion when it ruled that 'complainant's claim for illegal dismissal is stoutly negated by the Release Certificate executed on April 7, 1985,' considering the ruling long made and consistently reiterated by this Honorable Court that quitclaims and releases signed by employees are considered null and void."

The petition is impressed with merit.

In the appealed decision of the public respondent, what appears to be the ground for the dismissal of petitioner from the service of the private respondent was the alleged unauthorized alteration of the employment contract of Odon Arabejo as chief for administration with a monthly base salary of \$1,600.00 which was increased to \$1,800.00 showing the unworthiness of petitioner from continuing in the service of private respondent. Reference is also made to the Release Certificate that private respondent signed on April 7, 1983 when he received payment of his salary from the private respondent discharging private respondent from any other claim or action.^[1]

Nevertheless, the Court finds and so holds that what is clear from the record of the case is that the petitioner was dismissed from the service without affording him due process. He was not even informed of the reason and cause for his removal nor was he given an opportunity to explain or defend himself accordingly. Instead, he was promptly repatriated to the Philippines inspite of his protestations.

After a few days, he was given his salary for the services he had rendered after he was made to sign a quitclaim.

Petitioner denies that he had anything to do with the alteration of the appointment papers of Arabejo who was his superior. He also questioned the validity of the alleged quitclaim he signed. In fact, what appears is that Arabejo admitted his guilt and tendered his resignation without implicating the petitioner. Arabejo did not receive the increased amount of the salary but only \$1,600.00 a month.

The Court reproduces with approval the observation in the decision of the Officer-in-Charge of the Workers Assistance and Adjudication Office of the POEA:

“Indeed, it appears in the light of the above factual observation, that he (complainant) had been terminated without proper observance of the due process of law and virtually without any lawful cause. Resultantly, justice only demands payment of the compensation lawfully due him had he not been dismissed. Instant quitclaim (Release Certificate) clearly appears to have been forced upon complainant completely against his will. For, truly, we are convinced he would not be paid any amount if he would not execute such a deed of quitclaim. As the respondent itself alleged, complainant would not admit his guilt unlike Arabejo and so his dismissal.

“It is also of interest to mention in complainant’s favor his previous employment with the respondent’s Makati office. It is our thinking that he would not be extended overseas assignment had he been of questionable integrity. In fine, we are convinced that complainant had been illegally dismissed.

“Based upon the foregoing backdrop, it is but legally proper to award to complainant his salary corresponding to the unexpired portion of his employment contract. His contract was for a definite period of two (2) years; he merely served a period of sixty-seven (67) days or from January 26, 1983 up to April 3, 1983, leaving unserved 21 months and 23 days. With a salary of US\$800.00 a month, he should be paid the sum of

US\$17,412.10 (as unpaid salary corresponding to the unexpired portion of the employment contract).”

The due process requirement is not a mere formality that may be dispensed with at will. Its disregard is a matter of serious concern since it constitutes a safeguard of the highest order in response to man’s innate sense of justice.^[2]

The Court is persuaded that the dismissal of the petitioner without any formal investigation was arbitrary and unwarranted. He should be afforded due process. His dismissal must not be oppressive and abusive.^[3]

WHEREFORE, the Decision appealed from is hereby **REVERSED** and **SET ASIDE** and the Decision of the Workers Assistance and Adjudication Office of POEA dated April 21, 1986 is hereby reinstated and **AFFIRMED** in toto. This Decision is immediately executory and no motion for extension of time to file a motion for reconsideration shall be entertained.

SO ORDERED.

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

[1] Annex I to respondent’s position paper.

[2] *Natividad vs. Workmen’s Compensation Commission*, 85 SCRA 115, at 119-120, citing *Luzon Surety Co., Inc. vs. Beson*, 31 SCRA 313, 318.

[3] *Phil. Movie Pictures Workers’ Association vs. Premiere Productions, Inc.*, 92 Phil. 843.