



Republic of the Philippines
 Supreme Court
 Manila

THIRD DIVISION

SILVERTEX WEAVING
 CORPORATION/ARMANDO
 ARCENAL/ROBERT ONG,

Petitioners,

G.R. No. 211411

Present:

VELASCO, JR., J.,
Chairperson,
 PERALTA,
 PEREZ,
 REYES, and
 JARDELEZA, JJ.

- versus -

TEODORA F. CAMPO,

Respondent.

Promulgated:

March 16, 2016

x-----*Dipud Sigita*-----x

RESOLUTION

REYES, J.:

Before the Court is a petition for review on *certiorari*¹ filed by Silvertex² Weaving Corporation (STWC), Armando Arcenal (Arcenal) and Robert Ong (petitioners) assailing the Decision³ dated June 13, 2013 and Resolution⁴ dated February 12, 2014 of the Court of Appeals (CA) in CA-G.R. SP No. 124881.

¹ Rollo, pp. 10-21.

² Also referred to as Silver Tex in the case records.

³ Penned by Associate Justice Mariflor P. Punzalan Castillo, with Associate Justices Amy C. Lazaro-Javier and Zenaida T. Galapate-Laguilles concurring; *rollo*, pp. 27-40.

⁴ Id. at 42-43.

A

Facts of the Case

The case stems from a complaint for illegal dismissal and monetary claims filed by Teodora F. Campo (respondent) against the petitioners, wherein she claimed that she worked for STWC as a weaving machine operator beginning June 11, 1999, until she was unlawfully dismissed from employment on November 21, 2010. Prior to her dismissal, she was suspended for one week beginning November 14, 2010 after a stitching machine that she was operating overheated and emitted smoke on November 13, 2010. When the respondent tried to report back to work on November 21, 2010, she was denied entry by the STWC's security guard, reportedly upon the instructions of Arcenal.⁵

For their defense, the petitioners argued that the respondent, who was hired only in June 2009, voluntarily resigned from STWC after she was reprimanded for poor job performance. They submitted a handwritten resignation letter⁶ allegedly executed by the respondent on November 13, 2010, together with the Waiver, Release and Quitclaims Statement⁷ that she supposedly signed following her receipt of ₱30,000.00 from STWC.⁸ The respondent, however, denied having executed the resignation letter, the quitclaim, and the supposed receipt of the ₱30,000.00.⁹

Ruling of the Labor Arbiter and National Labor Relations Commission

After finding merit in the documentary evidence presented by the petitioners, Labor Arbiter Fatima Jambaro-Franco (LA Franco) rendered on June 30, 2011 a Decision¹⁰ dismissing the respondent's complaint for lack of merit.

Dissatisfied, the respondent appealed to the National Labor Relations Commission (NLRC). On November 29, 2011, the NLRC issued its Resolution¹¹ initially granting the appeal. It ruled that the respondent's signatures on the petitioners' documentary evidence appeared to be mere forgeries.¹² During the conciliation proceedings, the petitioners also failed to raise the existence of the documents,

⁵ Id. at 27-28.

⁶ Id. at 90.

⁷ Id. at 144.

⁸ Id. at 28.

⁹ Id.

¹⁰ Id. at 148-152.

¹¹ Penned by Commissioner Pablo C. Espiritu, Jr., with Presiding Commissioner Alex A. Lopez and Commissioner Gregorio O. Bilog III concurring; id. at 183-192.

¹² Id. at 187.

leading the NLRC to conclude that they were merely fabricated to suit the interests of STWC.¹³ In conclusion, the respondent was found to have been constructively dismissed, and thus entitled to reinstatement and monetary awards. Accordingly, the dispositive portion of the NLRC resolution reads:

WHEREFORE, premises considered, the instant appeal is **GRANTED**, and the assailed Decision dated June 30, 2011 is **REVERSED** and **SET ASIDE** to the effect that the [respondent] was illegally dismissed, and the [petitioners] are hereby held solidarily liable to the [respondent] as follows:

1. REINSTATE the [respondent] to her former or substantially equivalent position without loss of seniority rights;
2. FULL BACKWAGES – partially computed at---P135,672.09
3. PRO-RATED 13TH Month Pay for 2010 ----- -P 9,103.47
4. SILP for 2009 and 2010 ----- -P 3,605.67
5. Moral Damages ----- -P 20,000.00
6. Attorney's fees ----- -P16,838.12
equivalent to 10% of the total monetary award

SO ORDERED.¹⁴

Upon Motion for Reconsideration¹⁵ filed by the petitioners, the NLRC however issued Resolution¹⁶ dated March 19, 2012 granting the motion. It then reinstated and affirmed *in toto* the decision of LA Franco. It heavily considered a Questioned Document Report (QDR)¹⁷ from the Philippine National Police (PNP) Crime Laboratory, which purportedly indicated that upon examination, the disputed signatures on the resignation letter and quitclaim were written by the respondent.¹⁸ The burden to disprove the authenticity of the submitted documents allegedly fell upon the respondent, through evidence other than a bare denial.¹⁹

¹³ Id. at 188.

¹⁴ Id. at 191-192.

¹⁵ Id. at 195-203.

¹⁶ Id. at 231-238.

¹⁷ Id. at 218-219.

¹⁸ Id. at 233-234.

¹⁹ Id. at 236.

Ruling of the CA

Feeling aggrieved, the respondent filed with the CA a petition for *certiorari*, which was later granted by the CA in its Decision dated June 13, 2013. The decretal portion of the decision reads:

WHEREFORE, the instant petition for certiorari is **GRANTED**. The 29 November 2011 Resolution of the [NLRC] is **REINSTATED** with **MODIFICATIONS**, as follows: (1) the award of moral damages in favor of the [respondent] is increased from P20,000.00 to P50,000.00; and (2) legal interest at the rate of 6% per annum is imposed on the total monetary awards in favor of the [respondent] computed from 21 November 2010 until fully paid.

SO ORDERED.²⁰

Hence, the present petition for review on *certiorari* wherein the petitioners impute error upon the CA declaring the respondent to have been illegally dismissed, given the documentary evidence that they presented to prove the fact of the latter's resignation. They further refer to the QDR issued by the PNP Crime Laboratory, allegedly attesting to the genuineness of the respondent's signatures appearing in the resignation letter and quitclaim, waiver and release.

Ruling of the Court

The Court denies the petition.

The Court underscores the petitioners' insistent claim that the respondent was not dismissed, but had voluntarily resigned from employment with STWC. The respondent, on the other hand, consistently and vehemently denied the genuineness of the signatures in the two subject documents presented by the petitioners. She likewise denied any intention to sever her employment with the company.

Anent the foregoing circumstances, it is well-settled by jurisprudence that in labor cases, "the employer has the burden of proving that the employee was not dismissed, or, if dismissed, that the dismissal was not illegal."²¹ The NLRC's pronouncement that it was incumbent upon the respondent to dispute the genuineness of her signature on the resignation letter was then clearly misplaced. As the Court emphasized in *San Miguel Properties Philippines, Inc. v. Gucaban*:²²

²⁰ Id. at 39.

²¹ *DUP Sound Phils. and/or Tan v. Court of Appeals, et al.*, 676 Phil. 472, 479 (2011).

²² 669 Phil. 288 (2011).

Resignation – the formal pronouncement or relinquishment of a position or office – is the voluntary act of an employee who is in a situation where he believes that personal reasons cannot be sacrificed in favor of the exigency of the service, and he has then no other choice but to disassociate himself from employment. The intent to relinquish must concur with the overt act of relinquishment; hence, the acts of the employee before and after the alleged resignation must be considered in determining whether he in fact intended to terminate his employment. **In illegal dismissal cases, fundamental is the rule that when an employer interposes the defense of resignation, on him necessarily rests the burden to prove that the employee indeed voluntarily resigned.** x x x.²³ (Citations omitted and emphasis ours)

The petitioners attempted to discharge the burden of proving the respondent's resignation by referring mainly to a letter allegedly executed by the respondent. The CA, however, correctly explained that the NLRC's reliance thereon and on the QDR from the PNP Crime Laboratory to prove the letter's authenticity was unsatisfactory. In contrast with the NLRC's conclusion in its Resolution dated March 19, 2012 that the respondent actually executed the resignation letter, the full report of the PNP Crime Laboratory actually indicated that the signature appearing on the alleged resignation letter did not appear to be written by the same person who signed the several payroll slips and Philhealth records, respectively marked as "S-1" to "S-14" and "S-15" to "S-17", that were submitted by the petitioners as reference on the respondent's true handwriting.²⁴ Thus, pertinent portions of the report read as follows:

FINDINGS:

x x x x

3. Scientific comparative examination and analysis of the questioned signature TEODORA CAMPO marked "Q-4" appearing on a Resignation letter and the submitted standard signatures of TEODORA CAMPO marked "S-1 to S-17" inclusive reveal divergences in the manner of execution, line quality, stroke structures and other individual handwriting characteristics.

x x x x

CONCLUSIONS:

x x x x

²³ Id. at 297.

²⁴ *Rollo*, pp. 33-34.

3. The questioned signature of TEODORA CAMPO marked “Q-4” appearing on the above mentioned documents and the submitted standard signatures of TEODORA CAMPO marked “S-1” to “S-17” inclusive **WERE NOT WRITTEN BY ONE AND THE SAME PERSON.**

x x x x²⁵ (Emphasis in the original)

Although the same report from the PNP provided that the signature on the resignation letter matched the supposed handwriting of the respondent in her bio-data dated April 1, 2009,²⁶ the conflicting findings and the fact that only one of the 18 documents used as reference for the examination matched the signature in the letter only supported the respondent’s claim that she did not execute the resignation letter. Furthermore, there was no showing that the sample signature considered by the PNP Crime Laboratory was a genuine signature of the respondent, rendering it insufficient basis for the conclusion arrived at by the document examiner and relied upon by the NLRC.

Clearly then, given the vehement claim of the respondent that her signature on the resignation letter was a mere forgery, the evidence presented by the petitioners to establish their defense of voluntary resignation failed to suffice. Several other indicators cast doubt on the letter’s authenticity, as the NLRC itself cited in its Resolution dated November 29, 2011 that:

As shown on records, the [respondent’s] original and genuine signature appeared for several times in her documents, evidence and pleadings x x x. The signatures of the [respondent] therein manifest a similar stroke with an upper loop, downslide on the letter “t”, letters “c” and “a” not distinct from each other, downslide on the letter “p” and an upward loop on the letter “o”. By a careful examination, the said signatures are far and different from the alleged [respondent’s] signatures on the “resignation letter, Waiver, Release and Quitclaims Statement and payslips” x x x presented by the [petitioners]. In the resignation letter in particular x x x, the letter “t” does not have an upper loop. Also in the said documents x x x the letters “c” and “a” are distinct from each other, and the letter “p” x x x contains an outside downward loop which obviously differ from the original signature of the [respondent]. On the same tack, the [respondent] specifically denied under oath the genuineness of her signatures in the [petitioners’] documents as well as [their] truthfulness x x x.²⁷

The foregoing observations of the NLRC appeared consistent with the PNP Crime Laboratory’s report that the signature on the resignation letter did not match the several other documents supposedly executed by the respondent.

²⁵ Id. at 219.

²⁶ Id.

²⁷ Id. at 187.

The authenticity and due execution of the undated Waiver, Release and Quitclaims Statement purportedly signed by the respondent was also not sufficiently established. The QDR was not conclusive on the issue of its genuineness. Even granting that such document was actually executed by the respondent, its execution was not fatal to the respondent's case for illegal dismissal. The finding of illegal dismissal could still stand, as jurisprudence provides that "[a]n employee's execution of a final settlement and receipt of amounts agreed upon do not foreclose his right to pursue a claim for illegal dismissal."²⁸

All told, the Court finds no cogent reason to reverse the CA's finding that the respondent was illegally dismissed and thus entitled to reinstatement and monetary awards plus interest. The reckoning date for the computation of the awarded interest, however, needs to be modified after the CA ruled that it should be at the rate of six percent (6%) *per annum*, to be computed from the date of dismissal on November 21, 2010 until full payment. To conform with prevailing jurisprudence, interest on the monetary awards shall only be computed from the date this Resolution becomes final and executory, until full satisfaction.²⁹

WHEREFORE, the petition is **DENIED**. The Decision dated June 13, 2013 and Resolution dated February 12, 2014 of the Court of Appeals in CA-G.R. SP No. 124881 are **AFFIRMED with MODIFICATION** in that the interest of six percent (6%) *per annum* of the total monetary award is to be computed from the date of finality of this Resolution, until full payment.

SO ORDERED.


BIENVENIDO L. REYES
Associate Justice

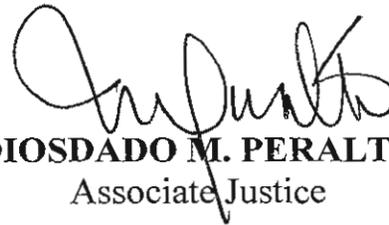
²⁸ *Londonio, et al. v. Bio Research, Inc., et al.*, 654 Phil. 561, 569 (2011).

²⁹ *University of Pangasinan, Inc., Cesar Duque/Juan Llamas Amor/Dominador Reyes v. Florentino Fernandez and Heirs of Nilda Fernandez*, G.R. No. 211228, November 12, 2014; *Nacar v. Gallery Frames*, G.R. No. 189871, August 13, 2013, 703 SCRA 439.

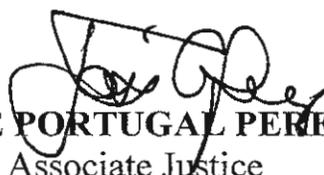
WE CONCUR:



PRESBITERO J. VELASCO, JR.
Associate Justice
Chairperson



DIOSDADO M. PERALTA
Associate Justice



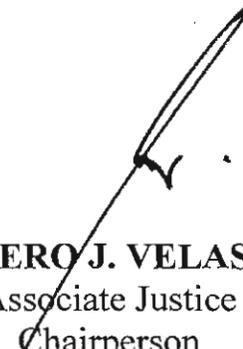
JOSE PORTUGAL PEREZ
Associate Justice



FRANCIS H. JARDELEZA
Associate Justice

ATTESTATION

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



PRESBITERO J. VELASCO, JR.
Associate Justice
Chairperson

1

CERTIFICATION

Pursuant to Section 13, Article VIII of the Constitution and the Division Chairperson's Attestation, I certify that the conclusions in the above Resolution 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

