



Republic of the Philippines
Supreme Court
Manila

FIRST DIVISION

NOTICE

Sirs/Mesdames:

Please take notice that the Court, First Division, issued a Resolution dated November 18, 2020 which reads as follows:

“G.R. No. 252188 — RAYMUND D. LEDESMA and RUPERTO M. MONTINOLA,¹ petitioners, versus CONVERGYS PHILIPPINES, INC., respondent.

The core issue raised in this Petition² for Review on *Certiorari* is whether the Resolution³ dated August 28, 2018 of the National Labor Relations Commission (NLRC), which has already attained finality, can be modified in view of an alleged supervening event.

Raymund D. Ledesma and Ruperto M. Montinola (petitioners) admit that they did not assail the NLRC Resolution through a petition for *certiorari* because they thought that it is in their best interest to have the monetary award executed, which would not be possible if they elevated the case before the Court of Appeals (CA). Petitioners recognize that having forgone the opportunity to question the NLRC Resolution, they are now barred from obtaining affirmative relief other than those contained in the said NLRC Resolution. Nevertheless, they argue that “jurisprudence admits of exceptions to this rule, such as when strict adherence thereto shall result in the impairment of the substantive rights of the parties concerned.”⁴

Petitioners narrate that, while the judgment award was already paid to them, the reinstatement order was only executed on July 5, 2019 through no fault on their part. When they received the report to

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¹ Also “Ruperto M. Montinola, Jr.” in other pleadings and orders.

² *Rollo*, pp. 3-32.

³ *Id.* at 316-319.

⁴ *Id.* at 20, citing *Century Property, Inc. v. Babiano*, G.R. No. 220978, July 5, 2016, 795 SCRA 671.

work notices from respondent⁵ on said date, they were already working for new employers. Considering that they have already been regularized, they opted to keep their present employment. They also added that they no longer wish to be reinstated to their former positions with respondent because they no longer enjoy the trust and confidence of the latter. Petitioners argue that their subsequent employment, which transpired after the finality of the NLRC Resolution, renders its execution unjust and inequitable.⁶

Petitioners also argue that should the Court find the modification of the NLRC Resolution in order, consequently, (i) the backwages and other benefits due to petitioner Ledesma should be recomputed reckoned from his illegal dismissal until finality of the Court's decision, (ii) interest at the rate of 6% *per annum* should be added computed from the finality of the Court's decision until full payment, and (iii) "Concentrix" should be held solidarily liable with respondent following the former's acquisition of the latter.

The Court is not convinced.

A judgment that has become final is immutable and unalterable—impervious to any attack, and may not be reviewed either by the tribunal which rendered it or even this Court.⁷ This rule, nonetheless, admits of the following exceptions: (1) the correction of clerical errors; (2) the so-called *nunc pro tunc* entries which cause no prejudice to any party; (3) void judgments; and (4) whenever circumstances transpire after the finality of the decision rendering its execution unjust and inequitable.⁸

Petitioners invoke the fourth exception—supervening events. In *Go v. Echavez*,⁹ the Court elaborated on this exception in the following manner:

Supervening events, on the other hand, are circumstances that transpire after the decision's finality rendering the execution of the judgment unjust and inequitable. It includes matters that the parties were not aware of prior to or during the trial because such matters were not yet in existence at the time. In such cases, courts are allowed to suspend execution, admit evidence proving the

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⁵ Already "Concentrix" at this time.

⁶ *Rollo*, p. 22, citing *FGU Insurance Corp. v. Regional Trial Court of Makati City, Branch 66*, G.R. No. 161282, February 23, 2011, 644 SCRA 50.

⁷ *National Power Corporation v. Delta P, Inc.*, G.R. No. 221709, October 16, 2019.

⁸ *Id.*, citing *FGU Insurance Corp. v. Regional Trial Court of Makati City, Branch 66*, *supra* note 5 at 56.

⁹ G.R. No. 174542, August 3, 2015, 764 SCRA 505.

event or circumstance, and grant relief as the new facts and circumstances warrant.

To successfully stay or stop the execution of a final judgment, the supervening event: (i) must have altered or modified the parties' situation as to render execution inequitable, impossible, or unfair; and (ii) must be established by competent evidence; otherwise, it would become all too easy to frustrate the conclusive effects of a final and immutable judgment.¹⁰

Here, petitioners failed to adduce any evidence—either before the CA or the Court—to substantiate their allegation that they each have secured new employment pending the execution of the reinstatement order. As declared by the Court in the case cited above, the existence of such supervening event must be established as a fact through competent evidence. It bears emphasis that to grant petitioners' prayer will result in material prejudice on the part of respondent because the latter will be required anew to pay petitioners additional amounts. All the more reason that the existence of the supervening event herein needs to be substantiated.

The CA, therefore, committed no reversible error when it denied petitioners' motion for partial reconsideration and prayer to modify the NLRC Resolution.

In view of the foregoing, there is no more reason to discuss the rest of the issues raised by petitioners.

WHEREFORE, premises considered, the Petition for Review on *Certiorari* dated June 1, 2020 is hereby **DENIED**. The Decision dated September 27, 2019 and Resolution dated March 2, 2020 of the Court of Appeals in CA-G.R. SP No. 158457 are hereby **AFFIRMED**.

The petitioners' manifestation (with leave of court), praying, among others, that after due consideration an order be issued granting their request for leave of Court in the instant case, is **NOTED**; and the petitioners are hereby required to **SUBMIT**, within five (5) days from notice hereof, a soft copy in compact disc, USB or e-mail containing the PDF file of the signed manifestation (with leave of court) pursuant to A.M. Nos. 10-3-7-SC and 11-9-4-SC.

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¹⁰ Id. at 519-520. Citations omitted.

SO ORDERED.” Carandang, J., on official leave.

By authority of the Court:


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Division Clerk of Court *for*

by:

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Deputy Division Clerk of Court
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(NLRC Case No. NCR-01-00943-17)

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