

## SPECIAL TWELFTH DIVISION

[ CA-G.R. SP. No. 115853, February 14, 2014 ]

**GALILEE INTEGRATED SCHOOL AND/OR SEVERINO A. GABUYO,  
PETITIONERS, V. NATIONAL LABOR RELATIONS COMMISSION,  
AND RITZEL BERNADETTE M. CABANIZAS, RESPONDENTS.**

### D E C I S I O N

**ELBINIAS, J.:**

For disposition is a Petition for Certiorari<sup>[1]</sup> filed under Rule 65 of the Rules of Court. The Petition assails the Resolution<sup>[2]</sup> dated January 28, 2010 of public respondent National Labor Relations Commission ("NLRC" for brevity) in NLRC CA NO. 11-002965-09 (NLRC CN. RAB II 07-0089-09), which dismissed petitioners' Appeal. The Petition also questions the Resolution<sup>[3]</sup> dated June 11, 2010, which affirmed the Labor Arbiter's Decision<sup>[4]</sup> of September 28, 2009 and which addressed petitioner's eventual Motion for Reconsideration<sup>[5]</sup>.

Among the salient facts are those as stated in public respondent NLRC's Resolution<sup>[6]</sup> dated June 11, 2010, which are as follows:

"Complainant (*private respondent here*) was hired as a **pre-school teacher of respondent (petitioner here) school sometime in May 2006 with a monthly salary of six thousand pesos (P[hp]6,000.00).**

Complainant (*private respondent*) averred that on May 5, 2009, **the school directress, Esther Gabuyo Pangilinan, called her a (*sic*) forced her to resign for fear of the former that the complainant (*private respondent*) will become pregnant in the middle of the school year.** Despite assurances from the complainant (*private respondent*) that she is not pregnant and is very much passionate with her job, Ms. Pangilinan retorted '**You should resign. You should leave and learn to let go.**' Aggrieved complainant (*private respondent*) instituted the instant complaint.

**Respondents (*petitioners*) on the other hand vehemently deny terminating the services of the complainant (*private respondent*) as it was the latter who abandoned her post.** They were surprised when complainant (*private respondent*) brought all her thing (*sic*) home on May 9, 2009 thus they sent her a letter dated June 8, 2009 signed by Mr. Severino Gabuyo, Chairman, Board of Trustee xxx

xxx

**On July 5, 2009, respondents wrote complainant (*private respondent*) anew reiterating their previous letter.**

**In her reply complainant (*private respondent*) pointed out that the letters were mere afterthoughts as a replacement had already been hired.** To bolster her claim, complainant (*private respondent*) submitted **in evidence the affidavit of Ms. Armie M. Chang-A, attesting that sometime in the first week of June 2009, she learned from Ms. Esther Gabuya that complainant (*private respondent*) will no longer be teaching at Galilee School and that a replacement had already been hired.**"<sup>[7]</sup> (*Emphasis Supplied*)

Private respondent Ritzel Bernadette M. Cabanizas ("private respondent" for brevity) filed a Complaint before the Labor Arbiter for "illegal dismissal, separation pay in lieu of reinstatement, damages, as well as, attorney's fees"<sup>[8]</sup> against petitioner Galilee Integrated School, and Severino A. Gabuyo, who was sued in his capacity as Chairman of the Board of Trustees<sup>[9]</sup> ("petitioners" for brevity).

On September 28, 2009, the Labor Arbiter rendered a Decision<sup>[10]</sup>, which found private respondent to have been illegally dismissed by petitioners, and which ordered petitioners to pay backwages, separation pay, salary differential, and Attorney's Fees to private respondent. The dispositive portion of the Decision stated:

**"WHEREFORE**, foregoing premises considered, judgment is hereby rendered declaring that complainant was illegally dismissed from the service. Consequently, respondents Galilee Integrated School and/or Severino A. Gabuyo are hereby ordered to pay complainant **Ritzel Bernadette M. Cabanizas** the following:

**Backwages** P30,000.00  
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**Separation**  
**pay----- 18,000.00**  
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**TOTAL -----**  
**P48,000.00**

plus **P4,800.00** as attorney's fees. Thus a total award of **FIFTY TWO THOUSAND EIGHT HUNDRED (P52,800.00)**, Philippine Currency.

All other claims are hereby dismissed for lack of merit.

**SO ORDERED.**"<sup>[11]</sup> (*Emphasis was made in the original*)

Petitioners filed an appeal with public respondent NLRC. On January 28, 2010, public respondent NLRC issued its first assailed Resolution<sup>[12]</sup>, which dismissed petitioners' Appeal because the "verification was signed by a certain Daniel P. Gabuyo without any evidence to show that he was duly authorized to sign for and in behalf of the [petitioners]. Likewise, the appeal was not accompanied by a certificate of non-forum shopping."<sup>[13]</sup>

Upon petitioners' Motion for Reconsideration<sup>[14]</sup>, public respondent NLRC rendered its other assailed Resolution<sup>[15]</sup> of June 11, 2010. In such assailed Resolution, public respondent NLRC reconsidered its Resolution<sup>[16]</sup> dated January 28, 2010 but still

dismissed the appeal on the merits, and affirmed *in toto* the Labor Arbiter's Decision.

Petitioner then filed the Petition<sup>[17]</sup> at bench praying as follows:

**"WHEREFORE**, premises considered, it is most respectfully prayed of this Honorable Court of Appeals that judgment be rendered granting the instant petition and reversing and setting aside the assailed Resolution dated 11 June 2010.

Other just and equitable relief under the premises is also prayed for."<sup>[18]</sup>  
(*Emphasis was made in the original*)

Petitioners raised the following grounds:

#### **"GROUNDS FOR THE PETITION**

**[1] PUBLIC RESPONDENT NATIONAL LABOR RELATIONS COMMISSION COMMITTED GRAVE ABUSE OF DISCRETION AMOUNTING TO LACK OR EXCESS OF JURISDICTION IN AFFIRMING IN TOTO THE LABOR ARBITER'S DECISION DATED 28 SEPTEMBER 2009;**

**[2] PUBLIC RESPONDENT NATIONAL LABOR RELATIONS COMMISSION COMMITTED GRAVE ABUSE OF DISCRETION AMOUNTING TO LACK OR EXCESS OF JURISDICTION IN RULING THAT THE LABOR ARBITER DID NOT ERR IN FINDING THAT PRIVATE RESPONDENT WAS ILLEGALLY DISMISSED;**

**[3] PUBLIC RESPONDENT NATIONAL LABOR RELATIONS COMMISSION GRAVELY ABUSED ITS DISCRETION AMOUNTING TO LACK OR EXCESS OF JURISDICTION IN AFFIRMING THE AWARD OF BACKWAGES, SEPARATION PAY AND ATTORNEY'S FEES IN FAVOR OF THE PRIVATE RESPONDENT."**<sup>[19]</sup> (*Emphasis was made in the original*)

Contrary to petitioners' arguments in their *assigned grounds 1 and 2*, private respondent was illegally dismissed by petitioners.

Petitioners had argued as follows:

"xxx records show that **herein petitioner never had the intention to terminate the services of the private respondent for whatever reason. The letters dated 08 June 2009 and 05 July 2009 xxx clearly show that private complainant (*respondent*) was never dismissed by herein respondents, much less on the alleged ground of abandonment. Even the Position Paper and Reply of herein petitioner readily reveal the utter absence of statement or argument that complainant was terminated for abandonment of her job.**

Petitioner's lack of intention to terminate the services of the private respondent is reflected in its afore-said letters to the latter. While the **private complainant (*respondent*) was requested, not directed or ordered, to submit her resignation in writing**, a reading of the entire

contents of the letter reveals the clear intention of the management to hear from her and to ascertain her response or explanation in connection with her act of bringing home her materials and belongings. **In fact, the last paragraph of the 08 June 2009 letter conveyed the expectation of herein petitioner for a response from the private respondent, totally bereft of insinuation for a mandatory tender of resignation letter from the latter,** xxx

xxx

**Private respondent, however, opted to remain silent despite receipt of the said letter** xxx and ignored the request therein of herein petitioner xxx

xxx

Keen in securing her explanation and knowing her stance relative to the previous letter of 08 June 2009 and due to her failure to report to her job on 15 June 2009, **petitioner wrote another letter to the private complainant (*respondent*) on 05 July 2009, which was received by her on 07 July 2009** xxx requesting her to submit her plan in writing or to personally go (*sic*) the school to thresh out matters affecting her and the latter. It was also stated therein that her position is still vacant, open and waiting for her xxx

Said written communications unequivocally indicate that complainant (*private respondent*) was never actually terminated or considered to have abandoned her job as of July 5, 2009 when the second letter was sent to her and more so, when private respondent instituted the instant complaint xxx

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**For the record, even now, complainant (*private respondent*) can still report to her job and she would be treated under the same terms and conditions when she left, if she so desires.**

xxx

In affirming the Decision of the Labor Arbiter dated 29 September 2009 on appeal, the National Labor Relations Commission xxx relied on **the alleged statement of petitioner school's directress, 'You should resign. You should leave and learn to let go.'** (*Italics was made in the original*)

The National Labor and Relations Commission gravely erred and abused its discretion when it believed hook, line and sinker **such unsubstantiated, uncorroborated and self-serving allegation of the private complainant notwithstanding the strong and vehement denial thereof by the petitioner's directress, MS. ESTHER G. PANGILINAN, in her Affidavit** dated 29 August 2009 that was attached and marked as Annex "1" of petitioner's Reply dated 01 September 2009.

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