

THIRD DIVISION

[G.R. NO. 152616, March 31, 2006]

**PHILEMPLOY SERVICES AND RESOURCES, INC., PETITIONER, VS.
ANITA RODRIGUEZ, RESPONDENT**

DECISION

CARPIO, J.:

The Case

This is a petition for review^[1] to annul the Decision^[2] dated 15 March 2002 of the Court of Appeals in CA-G.R. SP No. 54386. The Court of Appeals reversed the 11 June 1998 Decision^[3] and the 3 February 1999 Resolution^[4] of the National Labor Relations Commission ("NLRC") in NLRC NCR Case No. ADJ(L)-95-01-0306. The Court of Appeals reinstated the 26 December 1996 Decision of Labor Arbiter Manuel R. Caday.

The Facts

The facts, as summarized by the Labor Arbiter and adopted *in toto* by the Court of Appeals and the NLRC, are as follows:

In March 1994, complainant Anita Rodriguez applied with respondent Philempl[o]y Services and Resources, Inc. at 36 Main Ave. cor. 8th Ave., Cubao, Quezon City for deployment abroad as a factory worker.

After her interview, complainant secured the necessary documentation for her travel, such as passport, medical certificate, NBI clearance, among others, to which she expended the sum of P2,000.00.

In December 1994, she set out from Cotabato to Manila to report to the office of respondent after she had received a telegram (Annex "A") requiring her to report.

Ms. Brenda Castro, an official of respondent, demanded from complainant the sum of P60,000.00 as placement fee. Since she could not afford such amount, they agreed that she would have to pay initially the amount of P30,000.00 as downpayment and the balance of P30,000.00, plus 7% interest every month thereafter through salary deductions.

After she had pledged her motorcycle and a necklace, she paid Ms. Castro the amount of P30,000.00 plus 10% interest on December 29, 1994, but she was not issued any receipt.

Thereafter, she executed a contract of employment as a domestic helper

of one Chao Hung Ching of Taipei, Taiwan with a monthly salary of NT\$14,010, plus free food and accommodation for a period of one (1) year. (Annexes "A" and "B")

On January 11, 1995, she again reported to the office of respondent where another sum of P900.00 for Medicare was required on complainant. After she had pledged her College ring, she paid respondent said amount.

On January 13, 1995, she was deployed by respondent to the latter's principal arriving in Taiwan later that day. (Annex "D")

As such domestic helper, she worked from 5:00 a.m. until 10:00 p.m. Among her chores were to carwash the vehicle of her master, cook the meals, housecleaning and babysitting.

For her desire to improve her lot, as well as those she left behind, she weathered all the hardships and loneliness working abroad.

In the morning of January 24, 1995, she wrote her family in the Philippines of her difficulties as a DH in Taiwan and of her desire to return home after her one-year contract. She requested the wife of [her] master to mail said letter. Later that evening, she had a talk with her master where she was told that she is sending her home on account of certain problems. Complainant pleaded that she continue her employment, confronted as she was with the debts she had to pay.

On January 25, 1995, complainant was accompanied to the airport by a certain Ms. Go to whom she inquired why she was being repatriated to the Philippines. All that Ms. Go answered was that there was some kind of a problem. While at the airport, Ms. Go forced complainant to sign an Affidavit where it stated, among others, that her leaving as a DH was voluntary and that she would assume all the obligations for her travel back to the Philippines. Since complainant did not want to sign said Affidavit, Ms. Go took complainant to the Office of the Foreign Affairs where, through an immigration police, complainant's passport and plane ticket were given to her. Two policemen accompanied complainant board the plane bound for the Philippines.

From January 13 to 24, 1995 or a period of twelve (12) days, complainant was only paid the sum of NT\$1,931.00.

In resisting complainant's allegations, respondent, in its Position Paper with an accompanying Affidavit of Bayani Fontanilla, Jr. and annexes, asserted the following material averments, to wit:

Complainant was hired and deployed for Taiwan as a domestic helper for a one-year contract with principal Chao Hung Ching in Taiwan with a monthly salary of NT\$14,010.00. Among other stipulations of the contract, it was agreed that she would undergo a forty (40) days probationary period before she becomes a regular domestic helper.

In the course of her recruitment, complainant was personally interviewed through telephone calls by her principal and apprised of the terms and conditions of her employment as a domestic helper in Taiwan.

Complainant was charged of her placement fees as allowed by law and by the POEA rules and regulations.

On January 13, 1995, complainant departed for Taiwan. It was only on January 15, 1995 when she actually performed her work as a domestic helper after she had undergone an orientation.

During the first ten (10) days of her probationary period, complainant was observed to be inattentive and incompetent to perform her duties and responsibilities. She could not cook and do simple things as washing clothes. It was the principal's mother-in-law who did most of the household chores, like babysitting of the child. Worse, complainant was already complaining of the cold weather. However, the principal was nonetheless optimistic that complainant would improve her chores, but to no avail as complainant kept insisting that she be allowed to go home on account of her incapability to perform her job. The complainant even told her foreign employer that "she had hired a housemaid in their house for more than ten years to do the task."

After the first ten (10) days' work with the principal employer, complainant returned to the Philippines.^[5]

On 26 December 1996, the Labor Arbiter rendered his decision with the following dispositive portion:

WHEREFORE, premises considered, judgment is hereby rendered ordering respondents jointly and severally to pay complainant the sum of P10,900.00 representing the excess placement fee paid by her; the amount of NT\$161,115.00 or its peso equivalent in the amount of P155,411.15 representing her unearned wages corresponding to the unexpired portion of her contract; NT\$3,492.22 or its peso equivalent in the amount of P3,368.59 representing salary differentials; and ten percent (10%) of the total monetary award due complainant as attorney's fees.

SO ORDERED.^[6]

Philemploy Services and Resources, Inc. ("petitioner") and Chao Hung Ching appealed to the NLRC. The NLRC rendered its decision on 11 June 1998. The pertinent parts of the decision read as follows:

Right from the time complainant was accepted as an applicant for the position of Caretaker/Domestic helper, she has already a second thought about said position. Her reason is that it is not the position she applied for. (see No. 7 of complainant's Sinumpaang Salaysay, page 30, record). This statement is not found in the Arbiter's translation into English of such Sinumpaang Salaysay which was adopted by complainant as part of her position paper, and upon which the Labor Arbiter's a quo factual antecedents have been derived.

Indeed, such omitted material facts coming from complainant herself, is pregnant of bold manifestation that in fact she had difficulty in adjusting herself to the nature of her accepted position different from what was intended. It reinforces thus, respondents' observation that complainant misrepresented herself to her foreign employer that she knows the household chores.

Yet, despite all of these misgivings shown by complainant, her foreign employer was willing to give her time to organize and learn herself the duties and responsibilities attendant to the position of house helper. But the same becomes naught when she insisted to be repatriated before the end of the one-year contract.

Normally, this Commission does not disturb the factual finding of the Labor Arbiter a quo when supported by substantial evidence. (Union of Filipino Workers vs. NLRC, G.R. No. 98111, April 7, 1993).

But in this case, We find it more prudent to deviate from said decisional rule to avoid injustice.

We sympathize with the misfortune of complainant, but factual as well as corroborative circumstances speak loudly against the charge of dismissal. Complainant preferred to go back home earlier than expected. As such, she should not be allowed to utilize this forum as a convenient avenue to enforce a claim which is devoid of factual or legal basis.^[7]

The dispositive portion of the decision of the NLRC reads:

WHEREFORE, in view thereof, the appealed decision is hereby modified deleting the award of P155,411.15 representing unearned wages corresponding to the unexpired portion of the contract, there being no illegal dismissal that took place.

In all other respects, the decision is affirmed.

SO ORDERED.^[8]

Anita Rodriguez ("Anita") filed a motion for reconsideration on 3 September 1998.^[9]

On 15 September 1998, Anita filed before the NLRC a Manifestation^[10] asserting, *inter alia*, that —

While it is conceded that respondents had filed their appeal within the period permitted by law yet, it is submitted that the said appeal should not have been entertained on the very simple ground that the surety bond it submitted to perfect their appeal is a "FAKE" and "FORGERIES" as certified to by no less than NORMA A. VILLANO, Assistant Vice President of the Eastern Assurance & Surety Corporation in her letter dated September 11 and 14, 1998 regarding the surety bonds Nos. G(16)54276 B-2772 in the amount of P118,779.69 and G(16)54194/B-2691 in the amount of P50,000.00, respectively.^[11]

Anita asserted that since petitioner failed to comply with the requirements for perfecting an appeal, no appeal was perfected from the decision of the Labor Arbiter and petitioner's appeal should have been "outrightly dismissed."^[12]

The NLRC denied Anita's motion for reconsideration in its assailed 3 February 1999 Resolution.^[13]

On 17 August 1999, Anita filed a petition for certiorari^[14] before the Court of Appeals assailing the decision and resolution of the NLRC. On 23 August 1999, the Court of Appeals issued the following resolution:

Before We act on the instant petition for certiorari, the petitioner is directed to inform this Court in writing, within five (5) days from receipt hereof, the date when C. S. Cruz and Associates, her counsel, received a copy of the Resolution dated February 3, 1999 in the case before the National Labor Relations Commission.

SO ORDERED.^[15]

On 17 April 2000, Anita's new counsel, Emerson C. Tumanon ("Atty. Tumanon"), filed with the Court of Appeals his Entry of Appearance and Compliance.^[16] Atty. Tumanon asserted that Anita engaged his services as counsel in the present case in view of the death of Anita's former counsel, Ciriaco S. Cruz ("Atty. Cruz"), on 26 June 1999. Atty. Tumanon stated that upon verification with the records of the NLRC, he found out that Atty. Cruz never received a copy of the assailed 3 February 1999 Resolution.

The Ruling of the Court of Appeals

On 15 March 2002, the Court of Appeals rendered judgment as follows:

WHEREFORE, premises considered, the decision of the NLRC dated June 11, 1998, as well as its Resolution of February 3, 1999 is hereby REVERSED and SET ASIDE. In lieu thereof, the decision of the Labor Arbiter dated December 26, 1996 is hereby REINSTATED.

SO ORDERED.^[17]

The Court of Appeals ruled that, contrary to the view of the NLRC, the fact that Anita "had a second thought about her position as a caretaker or domestic helper as it was not the position she applied for, was not pregnant of bold manifestation that in fact she had difficulty in adjusting herself to the nature of her accepted position." The Court of Appeals stated that neither would Anita's "second thoughts" bolster petitioner's allegation that Anita "misrepresented to her foreign employer that she knows the house chores."

The Court of Appeals held that petitioner's allegation that Anita did not know her job was incredible. The Court of Appeals stated that the nature of the work given to Anita "such as car-washing the vehicle of her master, cooking the meals, housecleaning and babysitting, was too simple and menial for an ordinary person of average intelligence to easily learn, especially so for Anita, who is a registered midwife and a family woman." The Court of Appeals ruled that even granting that