

SECOND DIVISION

[G.R. NO. 150668, December 15, 2005]

FORTUNY GARMENTS/ JOHNNY CO., PETITIONER, VS. ELENA J. CASTRO, RESPONDENT.

D E C I S I O N

CALLEJO, SR., J.:

Assailed before the Court on petition for review on *certiorari* is the Decision^[1] of the Court of Appeals (CA) in CA-G.R. SP No. 56153 granting the petition of Elena J. Castro and nullifying the rulings of the Labor Arbiter and the National Labor Relations Commission (NLRC).

Then 58-year old Elena J. Castro was employed as a sewer by the Fortuny Garments Corporation sometime in 1985. Petitioner Johnny Co was then its president. Elena was paid her salaries and other emoluments for the period up to December 21, 1996.^[2]

On December 16, 1996, Elena's daughter gave birth by caesarian operation. Since nobody would take care of her daughter, she then went on leave of absence.

When Elena reported to work on December 23, 1996, Elsa Co, co-manager of the company and wife of petitioner, told her that she had to stop working because "she was already old." Elena insisted that she could still work and perform her duties despite her age. She was told, this time, that she was already dismissed because of her failure to report for work for several days after her leave of absence. Nevertheless, Elena reported for work during the first week of January 1997, only to be informed again that she had already been dismissed.^[3]

Elena forthwith filed a complaint against the corporation and Johnny Co, for illegal dismissal and payment of monetary benefits inclusive of unpaid overtime pay.

For his part, the petitioner averred that the complainant was not dismissed but that she resigned voluntarily, as evidenced by a cash voucher dated January 30, 1996.^[4]

By way of reply, the complainant alleged that sometime in 1995, she and her co-workers were made to sign blank vouchers, allegedly as proof that their employer had paid their Social Security Service (SSS) premiums. She insisted that she could not have resigned on January 30, 1996 because she was still working for the corporation up to December 23, 1996 when she was illegally dismissed.^[5] She did not receive a centavo from the petitioner by way of separation pay, salary, allowance, bonus or overtime pay.

On December 21, 1998, the Labor Arbiter rendered judgment ordering the dismissal

of the complaint, holding that Elena had voluntarily resigned.^[6] The Labor Arbiter reasoned out that:

... Moreover, complainant's desire to resign was spurred by the giving birth of her child through caesarian operations, and obviously complainant cannot take care of her grandchild and attend to her job at the same time. In all probability, complainant gave priority to her family by opting to resign to give her time, love and care to her daughter and grandchild, but at the same time receiving separation benefits for the years she devoted to the company.

As regards complainant's money claims, it is clear that she entered into a package deal with respondents. Basic [is] the fact that when one resigns, the worker forfeits whatever benefits she is entitled to on account of the past services she has rendered to the company, unless there is an agreement policy or practice in the company granting separation benefits to the resigning worker. In this regard, complainant failed to prove the existence of the same.

Upon the other hand, respondents presented a document whereby complainant admitted that "during her stay with Fortuny Garment Manufacturing Co., she was treated well and fairly; that she was given all her salaries, allowances, bonuses and overtime [pay] rendered from the time she started working up to the last day of her service. In addition, complainant acknowledge[d] receipt of the sum of P35,000.00. (Annex A, *ibid*).

In addition, as proof that complainant was paid her benefits like 13th month pay, and weekly salary, respondents attached samples of the payrolls (Annexes B, B-1 to B-23) to show compliance with the Labor Standard benefits.^[7]

Elena appealed the decision to the NLRC, which rendered judgment on July 21, 1999 affirming the decision of the Labor Arbiter.^[8] This prompted Elena to file a petition for *certiorari* with the CA for the reversal of the decision. On June 28, 2001, the appellate court rendered judgment granting the petition and reversing the assailed decision. It held that the only documentary evidence presented to prove that the respondent had voluntarily resigned, in fact, belied the petitioner's claim.^[9]

The petitioner filed a motion for the reconsideration of the decision, alleging that it even issued a certification and filed the same with the SSS to the effect that the respondent was no longer connected with the company effective January 31, 1996.^[10] The appellate court denied the said motion.^[11]

The petitioner thus filed the instant petition, alleging that

I

THE HONORABLE COURT A QUO COMMITTED SERIOUS AND REVERSIBLE ERROR WHEN IT REVERSED THE NLRC AND THE LABOR ARBITER, THEREBY REPLACING THEIR FINDINGS OF FACTS WITH SPECULATIONS,

SURMISES AND INFERENCES WHICH ARE MANIFESTLY MISTAKEN.

II

THE HONORABLE COURT A QUO COMMITTED SERIOUS ERROR AND GRAVE ABUSE OF DISCRETION IN FINDING THAT RESPONDENT WAS ILLEGALLY DISMISSED.

III

THE HONORABLE COURT A QUO COMMITTED SERIOUS ERROR AND GRAVE ABUSE OF DISCRETION IN FINDING RESPONDENT TO BE ENTITLED TO HER MONEY CLAIMS, INCLUDING ATTORNEY'S FEES.^[12]

The petition has no merit.

A perusal of the petition shows that the petitioner's arguments are a mere reiteration of its arguments before the CA. The petitioner was burdened to prove its defense that the respondent had voluntarily resigned and was not dismissed from her employment, and relies principally on the cash voucher which the respondent purportedly signed, to wit:

R.C. No.

Date

Place.....

CASH VOUCHER

No. _____

Date January
30, 1996

Paid to Elena Castro

Address _____

PARTICULARS

I, Elena J. Castro voluntarily tendered my resignation as employee of Fortuny Garment Manufacturing. That during my stay with Fortuny Garment Mfg., I was treated well and fairly; that I was given all my salaries, allowances, bonuses and overtime rendered from the time I started working up to the last day of my service.

That thru the generosity of my said employer, I was given the amount of THIRTY-FIVE THOUSAND PESOS (P35,000.00) for consideration and separation fee (sic).

RECEIVED from FORTUNY GARMENT MFG. the amount of PESOS THIRTY-FIVE THOUSAND ONLY (P35,000.00) in full payment of amount described above.

Signature (Illegible).
Approved

By: SIGNED)
ELENA J. CASTRO^[13]

Thus, it appears in the cash voucher that the respondent resigned on January 30, 1996 which was approved by the petitioner, and that she received separation pay of P35,000.00 on the same date. The petitioner maintains that the respondent ceased