

## **FOURTEENTH DIVISION**

**[ CA – G.R. SP No. 127851, March 20, 2014 ]**

**UNIVAN MANAGEMENT SERVICES PHILIPPINES, INC.,  
PETITIONER, VS. FELIX B. GENETE, SR. \* AND NATIONAL LABOR  
RELATIONS COMMISSION, RESPONDENTS.**

### **D E C I S I O N (JUDGMENT ON COMPROMISE)**

**GALAPATE-LAGUILLES, J:**

This is a Petition for *Certiorari* filed in accordance with Rule 65 of the Rules of Court assailing the Decision<sup>[1]</sup> dated May 31, 2012 as well as the Resolution<sup>[2]</sup> dated October 5, 2012 both of public respondent National Labor Relations Commission (NLRC) in NLRC Case No. OFW (M) 08-11121-08 essentially denying petitioner's appeal of the Labor Arbiter's Decision dated September 14, 2011 which found the dismissal of private respondent illegal.

The facts as culled from the records:

Private respondent Felix B. Genete, Sr. (Genete) was hired by petitioner Univan Management Services for the latter's principal, Belindtha Marine, Ltd., to work on board MV KOTA PERMATA as 2nd Engineer commencing last April 17, 2008. He alleged that he was faithfully performing his duties and functions as second engineer, even utilizing the engine crew under his command for his disposal.

Unknown to him, however, petitioner advised his repatriation on July 15, 2008 and that all the monetary settlements due him will be attended to at petitioner's office in Manila upon his arrival. Left with no choice, he was forced to leave MV LOTA PERMATA.

He was later on surprised to learn upon his arrival in Manila that the cost of his return ticket and that of his replacement was eight hundred dollars (\$800.00) and an unexplained agency fee was also deducted from his wages. He was then made to sign a Deed of Release/Quitclaim/Discharge upon receipt of two thousand six hundred thirty seven dollars and seven cents (\$2,637.07). Aggrieved, he filed a Complaint<sup>[3]</sup> for illegal dismissal and illegal deduction with prayer for the payment of salary corresponding to the unexpired portion of his contract of employment, damages and attorney's fees before the Regional Arbitration Branch of the National Labor Relations Commission last November 12, 2008.

Petitioner on the other hand insists that private respondent Genete committed several infractions while on board thus paving the way to his dismissal. It averred that on May 28, 2008 and July 23, 2008 respectively, Genete was reprimanded by the vessel's Chief Engineer in view of his poor performance. Genete was in fact given a final warning for his incompetence, inefficiency and poor performance by the Chief Engineer last June 30, 2008. Petitioner further maintained that the Master of

the vessel decided that Genete be replaced by a competent and efficient 2nd Engineer so as not to compromise the safety of the ship and that of its crew.

On September 14, 2011, Labor Arbiter Fatima Jambaro-Franco issued her Decision<sup>[4]</sup> ruling in Genete's favor, the dispositive portion of said ruling reads as follows:

WHEREFORE, premises considered, judgment is hereby rendered declaring the termination of the complainant illegal and accordingly, ordering the respondents Univan Management Services Phils./Belindtha Marine Ltd./Capt. Paquito M. Opelanio to pay jointly and severally complainant Felix B. Ginete, Jr. the amount of ELEVEN THOUSAND FIVE HUNDRED TWENTY FOUR US DOLLARS & 70/100 (\$11, 524.70) or its equivalent in Philippine Peso at the prevailing rate of exchange at the time of actual payment representing his salaries for the unexpired portion of the contract, refund of illegal deduction and attorney's fees.

All other claims are DISMISSED for lack of merit.

Aggrieved, petitioner filed a timely appeal before the public respondent NLRC. In its May 31, 2012 Decision<sup>[5]</sup>, the public respondent affirmed with modifications the decision of the labor arbiter, the dispositive portion is herein quoted:

WHEREFORE, premises considered, the Executive Labor Arbiter's DECISION is hereby AFFIRMED with MODIFICATION in that complainant's salary for the unexpired portion of his contract shall be computed at the rate of US\$1,239.00 per month and not at US\$1813.00 per month as previously held.

The Computation Division of this Office is hereby directed to make the necessary computation of the monetary award granted to complainant, which computation shall form an integral part of this decision.

SO ORDERED.

Undaunted, petitioner is here before Us submitting that the public respondent NLRC committed grave abuse of discretion in affirming the Labor Arbiter a quo's Decision.

On August 13, 2013, this Court issued a Resolution referring the instant case to the Philippine Mediation Center – Court of Appeals for mediation.<sup>[6]</sup>

On November 28, 2013, Atty. Jack Andrew O. Miranda, Appellate Court Mediator, submitted his Report informing this Court that the parties have successfully settled their case and that the parties have executed a compromise agreement to that effect.<sup>[7]</sup> The Compromise Agreement signed by the parties is herein quoted: