

## **SPECIAL FIFTEENTH DIVISION**

**[ CA-G.R. SP No. 119826, May 23, 2014 ]**

**OSCAR GARCIA, PETITIONER, V. NATIONAL LABOR RELATIONS COMMISSION, GLOBAL EXPERTISE MANAGEMENT, INC./PARK INN HOTEL/FROSERPHINA CALANOG, RESPONDENTS.**

### **D E C I S I O N**

#### **GALAPATE-LAGUILLES, J:**

The validity of the amicable settlement is the main issue in this Petition for *Certiorari* seeking the reversal of the December 30, 2010 Decision and the March 30, 2011 Resolution of the National Labor Relations Commission.

The facts are of record.

On March 4, 2009, Global Expertise Management, Inc., a local manning agency, for and in behalf of its principal, Park Inn Hotel, employed Oscar Garcia to work as Waiter Captain at Park Inn Hotel in Al-Khobar, Saudi Arabia with a salary of 1500 Saudi Riyals. On July 8, 2009, Fadi Al-Muhaisin, the Rooms Division Manager of the hotel, accused Garcia of offering prostitution services to a hotel guest. Garcia was later threatened that his IQAMA would be confiscated and that he would no longer be allowed to work. Consequently, with the help of the Philippine Overseas Labor Office (POLO) in Riyadh, Garcia filed a complaint against Park Inn with the Al-Khobar Urgent Court.

Meanwhile, on July 10, 2009, Garcia failed to report for work. Park Inn, through a written misconduct form warned Garcia that a subsequent violation of the rules and policies of Park Inn and the labor laws of the Kingdom would deprive him of his employment rights. The next day, Garcia was again absent. This was followed by consecutive absences which took place from August 4-15, 2009. On August 15, 2009, the General Manager of Park Inn wrote to the POLO Manager to report Garcia's unauthorized absences. For his absenteeism, Garcia was terminated from employment.

Garcia's complaint earlier filed with the Al-Khobar Urgent Court prospered. During the January 6, 2010 hearing, the court asked Garcia for his demands. Garcia asked for SR50,000 for moral damages but the court denied the claim. Instead, Garcia was asked to choose between lashes or imprisonment for his accuser, Al-Muhaisin. The HR Manager of Park Inn thereafter informed the court that the management was willing to give Garcia all his benefits in exchange for the withdrawal of the complaint. Despite the advice of the POLO Case Officer Abdulgaffhor Bacaraman, Garcia agreed to withdraw the complaint. A final settlement agreement was drafted and eventually signed by both parties in the presence of the judge and Case Officer Bacaraman. On January 10, 2010, Garcia signed a settlement form stating that some of his personal belongings were returned to him by Park Inn, and he received all his benefits from the owner of the hotel. Two days later, he signed an Employee

Clearance, and certified that he had received Six Hundred Fifty Saudi Riyals from Park Inn in full settlement of all his claims regarding his employment, and that he had no further claim against Park Inn. Afterwards, Garcia was repatriated to the Philippines.

On January 20, 2010, Garcia filed a complaint for illegal dismissal, nonpayment of salary and overtime pay plus damages and attorney's fees.

In his position paper, Garcia claimed that he was terminated from employment without justifiable reason. He asserted that there was no abandonment as he did not go to work because he felt that it was dangerous for him to do so and he was afraid, confused and desperate. The management took advantage of the situation and preterminated his contract.

Respondents, on the other hand, alleged that Garcia's allegations are baseless. They maintained that Garcia was not illegally dismissed but abandoned his work without giving any notice to his employer and without the intention of returning. Also, his behavior and work attitude, *i.e.*, discriminating other employees/staff, disobedience, not sleeping in the designated sleeping quarter, disharmonious relationship with co-employees, etc. would have all the more justified Park Inn to terminate him.

In a Decision dated June 25, 2010, the Labor Arbiter ruled that Garcia already amicably settled his case and accepted his benefits from respondents, hence, there is no basis for the charge of illegal dismissal. On appeal, the NLRC affirmed the Labor Arbiter's decision, thus:

x x x

In one of the documentary evidences (sic) submitted by the complainant himself, it appears that on February 22, 2010, Labor Attache David Des T. Dicang issued a Memorandum addressed to the OWWA Administrator, Hon. Carmelita S. Dimzon, where the case of the complainant was chronicled including the amicable settlement before the Al-Khobar Lower Court, as follows:

"6 January 2010- Both parties were summoned by the Al-Khobar Court. Post accompanied OFW Garcia, who again presented his case and was asked by Judge Fahd Dokhail Al-Judaie for his demands. Subject reiterated payment of SR50,000 for moral damages but was denied by the judge. Instead, he was asked to choose between lashes or imprisonment for his accuser. Three times subject worker requested remuneration, but was denied each time.

The H.R. Manager then informed the court that management is willing to give subject OFW all his benefits (unpaid salaries, unused vacation leave pay and severance award) if he withdraws his complaint. Mr. Fadi Al-Muhaisin also interjected that OFW Garcia absconded several months ago. xxx.

Despite post's advice, OFW Garcia agreed to withdraw his complaint in exchange for the release of his benefits. A final settlement agreement was drafted and signed by both parties in the presence of the judge. With the case concluded, Case