

EIGHTEENTH DIVISION

[CA-G.R. SP. NO. 06698, November 27, 2014]

**MA. STELLA G. LEGASPI AND LIBERTINE G. TRONCOSO,
PETITIONERS, VS. NATIONAL LABOR RELATIONS COMMISSION
(SEVENTH DIVISION), VENTURES LINK INTERNATIONAL, INC.
(REPRESENTED BY ITS PRESIDENT AND CEO PETRONILO R.
MERCADO AND ERICKSON MAR B. RAVELO, NATIONAL
OPERATIONS MANAGER), RESPONDENTS.**

D E C I S I O N

INGLES, G. T., J.:

This is a Petition for Certiorari under Rule 65 of the Rules of Court assailing the Decision^[1] dated October 28, 2011 and the Resolution^[2] dated December 29, 2011, all issued by the respondent National Labor Relations Commission in NLRC Case No. VAC-06-000440-2011.

Factual and Procedural Antecedents

This petition stems from a case for illegal dismissal filed by the petitioners Ma. Stella G. Legaspi and Libertine G. Troncoso (hereafter referred to as Legaspi and Troncoso for brevity) against the private respondent Ventureslink International, Inc., Petronilo Mercado and Erickson Mar Ravelo (hereafter referred to as Ventureslink for brevity).

Petitioners allege that private respondent Ventureslink is a marketing, human resource and service provider. Ventureslink is represented by its CEO and President, Petronilo Mercado, in the employment contract signed between the company and petitioners Legaspi and Troncoso. Ventureslink was contracted by Smartmatic-TIM to train and supply supervisors and technicians as support personnel during the 2010 Automated Election. The private respondent Erickson Ravelo is the National Operations Manager of respondent company and was the one who signed the termination notice of Legaspi and Troncoso.

Petitioners were employed as Technical Training Consultants tasked to train the supervisors and technicians who will be deployed by Smartmatic-TIM as support personnel during election day. To qualify as trainer, one has to be Smartmatic-certified, and to be certified by Smartmatic, one has to pass the written examination on knowledge of the PCOS machines and most importantly, the simulation of actual training.

Sometime in January 2010, petitioners went to Manila to train with Smartmatic-TIM on how to operate the Precinct Count Optical Scanner (PCOS) machine that will be used in the May 10, 2010 election. In the post-evaluation after the training, both Legaspi and Troncoso passed with flying colors

Thereafter, the petitioners and the trainers were given an orientation by respondent Ventureslink, and were made to sign a Technical Training Consultant Agreement. During the orientation, petitioners were informed that the contract will take effect from the time actual training starts in the area of their assignment until the completion of the project. In a circular dated January 30, 2010 addressed to the trainers sent through email, the period of the project was from February 1, 2010 and will remain in full force and effect until the completion of the training activity.

During the duration of the employment, petitioners dutifully complied with all the requirements of respondent company. They were the earliest to report at the training venue to start the training and had an almost complete attendance requirement of 12 trainees per day. Petitioners also submitted reports punctually. During the first four days when Ventureslink was short of two trainers, petitioners even took it upon themselves to handle the training in their assigned training rooms single-handedly until the additional trainers arrived, without asking for any additional compensation.

It came, therefore, as a big surprise, when in the afternoon of February 13, 2010, the Lead Trainer, Stella A. Tipanan, relayed respondent Ravelo's instruction to terminate Legaspi and Troncoso effective February 15, 2010. Aware that their Agreement with respondent company contained a clause on abandonment which will hold them liable for damages if they leave their posts, petitioners opted to wait for the written notice of termination.

In the morning of February 17, 2010, a notice of termination signed by respondent Ravelo was served upon complainants by Cresencio Dionio III and Gary Trespeces, the same persons who were sent by Ventureslink to replace the petitioners.

The termination was effective immediately, in violation of the Agreement which provided for a 15-day notice prior to termination. The notice did not also provide for any reason for the termination, again, in violation of the Agreement.

On the other hand, Ventureslink states that it is one of the service providers engaged by Smartmatic-TIM Corporation. The latter won the bidding conducted by the Commission on Elections for the purpose of fully automating the recently concluded May 2010 elections.

Ventureslink's contract with Smartmatic was merely for a limited or fixed period since it is tied solely to the May 10, 2010 elections.

Under the contract with Smartmatic, Ventureslink was mandated to provide and handle the technical training of PCOS Supervisors, CCS Technicians and PCOS Technicians nationwide. Accordingly, Ventureslink is in charge of training the required number of manpower by Smartmatic who shall be deployed to the different regions of the country anent the implementation of the first fully automated elections in Philippine history.

Pursuant to its contract with Smartmatic, Ventureslink engaged the services of several Technical Training Consultants, which included Legaspi and Troncoso. Petitioners rendered service from February 1, 2010 until February 15, 2010. Ventureslink stress that these Technical Consultants were engaged for the sole and

limited purpose of providing assistance to Ventureslink in connection with the training of the required manpower for the 2010 automated election.

The engagement by Ventureslink of Technical Training consultants was for a limited duration of only 6 weeks since this is the maximum period imposed by Smartmatic on Ventureslink to complete the training of the required manpower.

These Technical Consultants are paid on a weekly basis at the rate of P1,000.00 per day, plus a *per diem* of P200.00, or a total of P1,200.00 per day.

As a matter of procedure and owing Ventureslink's accounting system, the release of the payments for services rendered by Technical Training Consultants for the week is done the following week, provided, these consultants are able to comply with their documentary deliverables to Ventureslink such as the submission of their trainer's report and SMS attendance.

Unfortunately, petitioners, who rendered services for a period of only two weeks were too impatient with Ventureslink's payment protocol. Complainants started to begrudge the delay in the release of their checks by bad-mouthing Ventureslink before their fellow Technical Training Consultants and to the rest of the community.

To make matters worse, petitioners, at one point, even threatened Ventureslink officers with their intention of going to the media to report their so-called angst against the company in order to ruin its name and reputation.

Notwithstanding the explanation given by Ventureslink and despite receipt of payment for their services, petitioners continued with their untoward and unjustified behavior, which were already inimical to the interest of Ventureslink as they could cause a disruption to the operations of Ventureslink.

In view of the irrational and unjustified behavior of petitioners, Ventureslink was constrained to terminate their engagement on February 15, 2010.

On February 18, 2010, petitioners Legaspi and Troncoso filed a complaint for illegal dismissal before the Labor Arbiter in Iloilo City.

On December 3, 2010, the Labor Arbiter rendered a Decision in favor of petitioners. In its ruling, the Labor Arbiter found Ventureslink liable for failure to observe the procedural requirements in the termination of Legaspi and Troncoso. The dispositive portion of the Labor Arbiter's Decision is hereunder quoted as follows:

"WHEREFORE, premises considered, We render judgment holding Ventureslink International Incorporated liable to complainants Ma. Stella G. Legaspi and Libertine G. Troncoso in the aggregate sum of Php139,920.00, comprising the latter's unexpired portion of the contract, nominal damages for failure to comply with procedural due process and attorney's fees and direct said respondent to deposit the foregoing sum with the Cashier of this Sub-Regional Arbitration Branch within ten (10) days from receipt of this Decision.

All other claims are dismissed for lack of merit.

SO ORDERED.”^[3]

Dissatisfied with the Labor Arbiter's ruling, the private respondent Ventureslink appealed before the National Labor Relations Commission Seventh Division, which, in turn, reversed the Labor Arbiter's ruling. The respondent NLRC ruled that there was no illegal dismissal since Legaspi's and Troncoso's *"improper behavior or perverse attitude in dealing with the alleged delay in the compensation of their services is a lawful ground for their dismissal from service."*^[4] Thus, on October 28, 2011, the NLRC rendered the assailed Decision, the dispositive portion of which, states:

“WHEREFORE, the decision appealed from is hereby REVERSED and SET ASIDE and a NEW ONE ENTERED declaring that complainants were validly terminated from employment. However, for failure to observe procedural due process, respondent Ventureslink International, Inc. is hereby ordered to pay each complainant the amount of P20,000.00 as nominal damages.

SO ORDERED.”^[5]

Legaspi and Troncoso filed a Motion for Reconsideration which was denied by the public respondent NLRC in its Resolution dated December 29, 2011^[6]. Hence, this petition.

On April 25, 2012^[7], this Court dismissed this case due to procedural infirmities found in the petition. The petition was subsequently reinstated in a Resolution dated March 19, 2013^[8] following the timely filing of a Motion for Reconsideration^[9] by petitioners Legaspi and Troncoso.

The private respondents did not file their comment to the petition, despite notice of a Resolution requiring them to submit the same.^[10] This case was declared submitted for decision on March 26, 2014.^[11]

Argument for the Petitioners

Legaspi and Troncoso now come before this Court to seek the nullification of the assailed NLRC Decision and raise the following grounds in their petition:

1. That the NLRC committed grave abuse of discretion amounting to lack or excess of jurisdiction when it reversed and set aside the decision of the Honorable Labor Arbiter finding the termination of the petitioner illegal;

2. That the respondent NLRC committed grave abuse of discretion amounting to lack or excess of jurisdiction in finding that there was sufficient proof to establish the fact of petitioners' improper behavior and perverse attitude to warrant their dismissal.

Petitioners contend that the NLRC's findings that Legaspi's and Troncoso's "*improper behavior or perverse attitude in dealing with the alleged delay in the compensation of their service is a lawful ground for their dismissal from service*" is not supported by the evidence on record. In fact, the sworn statements submitted by Ventureslink does not specify the acts allegedly committed and the words allegedly spoken by Legaspi and Troncoso against their employer that would tend to ruin the reputation of the latter.

Moreover, a perusal of the sworn statements submitted by Ventureslink would show that – (1) the affidavit of Cresencio C. Diono was not notarized, hence, it can not be considered as a "sworn statement"; and, (2) the sworn statement of Erickson Mar Ravelo is hearsay and self-serving. That would leave only the sworn statements of Regina Biazon as admissible evidence for Ventureslink as against the sworn statement of petitioners' witness, Stella Tipanan, who happened to be the lead trainor of the respondent company. Between these two witnesses, the sworn testimony of Stella Tipanan should have been given more credence. Petitioners argue that Tipanan stood to gain nothing by making such statements tending to favor the position of herein petitioners Legaspi and Troncoso.

Petitioners argue that the burden of proof to show that validity of an employee's dismissal rests upon the employer. If doubt exists between the evidence presented by the employer and the employee, the scales of justice must be tilted in favor of the latter.

RULING OF THIS COURT

The resolution of this petition requires a full review of the factual findings of the respondent NLRC. More specifically, whether or not there exists on record sufficient proof to establish the fact of petitioners' improper behavior and perverse attitude to warrant their dismissal.

This court's power to 'look into the records of the case and re-examine the questioned findings of the respondent NLRC has been articulated by the Supreme Court in a long line of cases including *Oriental Petroleum vs. Fuentes, et. al.*,^[12] viz:

"Ordinarily in certiorari proceedings, judicial review does not go far as to examine and assess the evidence of the parties and to weigh the probative value thereof. However, in *St. Martin Funeral Homes v. NLRC, supra*, it was held that the special civil action of certiorari is the mode of judicial review of the decisions of the NLRC either by this Court or the Court of Appeals, although the latter court is the appropriate forum for seeking the relief desired in strict observance of the doctrine on the hierarchy of courts and that, in the exercise of its power, the Court of