

CHANROBLES PUBLISHING COMPANY

**SUPREME COURT  
THIRD DIVISION**

**CFC CORPORATION, VIC FADRILAN  
and ROBERTO DOMINGO,**  
*Petitioner,*

*-versus-*

**G.R. No. 128276  
November 24, 1998**

**HONORABLE NATIONAL LABOR  
RELATIONS COMMISSION, HON.  
EMERSON C. TUMANON, and  
JOSEDARIO M. CALURA,**  
*Respondents.*

X-----X

**RESOLUTION**

**PURISIMA, J.:**

At bar is a Petition for Certiorari under Rule 65 of the Revised Rules of Court filed on April 18, 1997.

On August 14, 1998, the petitioners and respondent Josedario Calura, with the assistance of counsel, sent in a “Motion for Approval of Compromise Agreement” together with the proposed compromise agreement attached thereto, for the consideration of the court. The full text of the said Compromise Agreement, reads:

“1. That petitioners were the party-respondents in NLRC-NCR Case No. 05-01891-84, filed by herein private respondent Josedario Calura for reinstatement to his former position as Section Manager, DPD Sales Department and for money claims arising from his alleged constructive dismissal, which case is now the subject matter of this petition.

2. That to the best and mutual interests of the herein parties, they have mutually agreed and conceded on the need to settle the instant case amicably under the following terms and conditions:

2.1. That herein private respondent expressly confirms his earlier reinstatement as a Bonded Merchandiser and has always been receiving and entitled to the corresponding employment benefits consistent with the applicable laws, rules and regulations, as well as, the policies of the company, attached to the said position.

2.2. That in the spirit of benevolence and as a full settlement of the issues and claims herein by the parties against one another, the parties hereby expressly agree as follows:

i. The petitioner company hereby appoints and names Josedario Calura to the position of Acting Senior Van Salesman, effective August 1, 1998, a position equivalent to his former position, and shall receive and be entitled to all the employment benefits attached to the position consistent with applicable laws, rules and regulations and policies of the company. His appointment is hereto attached as Annex “A” and shall form part of this Compromise Agreement.

ii. That as a full and final settlement of issues and claims that Josedario Calura may or might have against the company and Mssrs. Fadrilan and Domingo, insofar as this case is concerned, the company hereby extends to Josedario Calura, in the form of financial assistance, the amount of P20,000.00, upon the signing of this Compromise Agreement.

iii. That Josedario Calura, on his part, by this compromise agreement, fully aware of and consistent with his rights and obligations as provided for by law, hereby expressly, freely and voluntarily releases and forever discharges the Company and Mssrs. Fadrilan and Domingo, from any and all claims, of whatever nature, that he has or may have against the company Mssrs. Fadrilan and Domingo, insofar as this case as concerned.

2.3. It is hereby expressly understood that the financial assistance, as well as, any and all undertaking granted herein by the company is the result of this Compromise Agreement to put an end to this litigation and does not in any way amount to any admission of any liability to Mr. Josedario Calura, either direct or indirect, on the part of the Company and Mssrs. Fadrilan and Domingo.

2.4. That the parties herein have read and understood the contents of this Compromise Agreement, have fully apprised of the substance and consequences of the execution, hereof, and have, with the assistance of their respective counsels, unconditionally agreed thereto.

3. That by reason of the due execution of this Compromise agreement which is not contrary to laws, morals, customs and public policy, the parties herein hereby jointly move that a judgment be rendered on the basis hereof.

WHEREFORE, premises considered, it is most respectfully prayed of this Honorable Court that a judgment be rendered in accordance with the Compromise Agreement between the parties herein which is not contrary to laws, moral, customs and public policy, and that the parties be enjoined to strictly abide by the terms thereof.

The parties herein pray for such other relief as may be just and equitable in the premises.

RESPECTFULLY SUBMITTED.

Quezon City for Manila, 01 July 1998.

CFC CORPORATION, ET. AL.,  
*Petitioner*

BY:

LANCE Y. GOKONGWEI  
Assisted by:

JOSEDARIO CALURA  
Assisted by:

JUANITAS, PEREZ, BOLOS  
AND ASSOCIATES  
*Counsel for Petitioners*  
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N. Garcia St., Makati City

APOSTOL, UMARU & BALGUA  
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*Counsel for Private Respondent*  
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Quezon City

By:  
*(signed)*

DANILO T. BOLOS  
IBP NO. 452296/1-21-98/QC  
PTR NO. 0271884/1-21-98/QC

By:  
*(signed)*

MARIANO B. BALGUA  
IBP NO. 450961/1-7-98/Laguna  
PTR NO. 1243925/1-8-98/Makati”

**IN VIEW OF THE FOREGOING**, it appearing that what the parties entered into is not contrary to law, morals, good customs, public order and public policy<sup>[1]</sup>, the same is approved and the parties are hereby enjoined to comply therewith. No pronouncement as to costs.

**SO ORDERED.**

**Narvasa, C.J., Romero, Kapunan and Pardo, JJ., concur.**

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[1] Art. 1306, New Civil Code.

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