

CHANROBLES PUBLISHING COMPANY

**SUPREME COURT
FIRST DIVISION**

**EDUARDO TALLA,
*Petitioner,***

-versus-

**G.R. No. 79913
July 19, 1989**

**NATIONAL LABOR RELATIONS
COMMISSION (NLRC), THIRD
DIVISION, AND FIRST UNITED METAL
WORKS CORPORATION,
*Respondents.***

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D E C I S I O N

GANCAYCO, J.:

Is an employee precluded from filing any claim against the employer after his resignation and the execution of a quitclaim accompanying the same? This is the issue raised in this petition.

Petitioner was employed as a salesman of private respondent on or about December 1, 1982, with a monthly salary of P1,300.00 and a 3% commission on all of his sales. On August 31, 1984 he submitted his letter of resignation and a quitclaim releasing the private respondent from any money claims he may have. After some time, petitioner filed a complaint in the Ministry of Labor and Employment against private

respondent for non-payment of commission, sick and vacation leaves and 13th month pay. The matter was referred to a labor arbiter who, after requiring the parties to submit their position papers, rendered a decision dated March 18, 1986 awarding the petitioner the amount of P35,273.92 for unpaid commissions/overprice. The other claims relating to 13th month pay, vacation and sick leaves and service incentive leave of petitioner were dismissed. Private respondent appealed to the National Labor Relations Commission (NLRC), wherein in due course a decision dated June 30, 1987 was rendered reversing the appealed decision and dismissing the complaint for lack of merit.

Hence, the herein petition wherein petitioner urges that he is not precluded from filing a money claim against the private respondent despite the resignation letter and quitclaim he executed.

The petition is impressed with merits. The general rule is that once an employee resigns and executes a quitclaim in favor of the employer, he is thereby estopped from filing any further money claims against the employer arising from his employment. It is only when the voluntariness of the execution of the quitclaim or release is put into issue or when it is established that there is an unwritten agreement between the employer and employee upon resignation entitling the employee to other remuneration or benefits when such a money claim of the employee may be given due course.

In this case, it is not denied that after the resignation of the petitioner he nevertheless received three checks from the private respondent dated October 10, 1984, October 16, 1984 and October 26, 1984.^[1] He was able to encash one (1) check in the amount of P2,080.00 but the payment of the other two was stopped by private respondent.

Private respondent admitted that during the employment of petitioner he was paid a salary of P1,300.00 monthly and he was also entitled to a 3% commission but not to overprice. However, it denied owing petitioner any amount as in fact the petitioner executed a quitclaim and release. Private respondent also points out that the three checks payable to cash were commissions to be given to certain third parties for the sale of its products.

The Court finds no merit in this pretension of private respondent. Since petitioner had resigned as early as August 31, 1984, there was no reason why said three (3) checks would fall into his hands after he severed connections with private respondent if it were not intended as payment to him. Indeed, petitioner encashed one of the checks. The only logical conclusion is that there was a parallel agreement between the parties upon the execution of the quitclaim and release that private respondent shall pay petitioner the commissions due him for the sales he made.

The Court, however, is not persuaded that aside from the commission, the petitioner is entitled to an overprice. An examination of the original complaint filed by petitioner with the Ministry of Labor and Employment shows that he was only seeking the payment of commissions.^[2] There is no mention of an overprice.

However, when petitioner was referred to the labor arbiter he was made to submit his position paper he claimed not only the commissions but for the first time the alleged overprice. The private respondent traversed this claim by asserting that only a 3% commission and not an overprice was allowed petitioner during his employment.

Suffice it to state that petitioner can not ask for relief not alleged and prayed for in his complaint. Since he was only claiming his commission, he cannot claim other alleged amounts due him.^[3]

In the appealed decision of the labor arbiter petitioner was awarded the total amount of P35,273.92, as follows:

“Complainant’s total unpaid commission/overprice is P35,273.92, computed as follows:

3% Commission for Saniwares	—	P 4,515.00
Saniwares Remaining overprice	—	21,250.00
Saniwares Additional	—	2,560.00
Warner Lambert	—	248.92

California Mfg.	—	4,000.00
Saniwares	—	<u>2,700.00</u>
		P35,273.92”
		=====

In the above summary, P4,515.00 represents the 3% commission for Saniwares; P248.92 is the commission due from Warner Lambert; P4,000.00 represents the commission from California Manufacturing which was paid by check No. CBC 840500 in the amount of P3,600.00 after deducting 10% tax payment, the encashment of which was stopped by private respondent; P2,700.00 representing the commission from Saniwares paid by check No. CBC 840502 dated November 16, 1984 but which was returned unpaid as payment was stopped by private respondent, or a total amount of P11,463.92. Deducting therefrom the amount of P2,080.00 which was the amount of the check encashed by petitioner, private respondent should pay the balance of P9,383.92 to petitioner as unpaid commissions.

WHEREFORE, the petition is **GRANTED**. The questioned decision of the respondent National Labor Relations dated June 30, 1987 is hereby **SET ASIDE**. In lieu thereof, another decision is hereby rendered ordering the private respondent to pay petitioner his unpaid commissions in the amount of NINE THOUSAND THREE HUNDRED EIGHTY-THREE PESOS AND NINETY-TWO CENTAVOS (P9,383.92). No costs. This decision is immediately executory.

SO ORDERED.

Narvasa, Cruz, Griño-Aquino and Medialdea, JJ., concur.

[1] Annexes A, B, and C of the petition of the Solicitor General.

[2] Annex A to the Petition.

[3] Gotamco vs. Chan Seng and Razon, 46 Phil. 542, at 550 (1924).