

CHANROBLES PUBLISHING COMPANY

**SUPREME COURT
FIRST DIVISION**

CHONA P. TORRES,
Petitioner,

-versus-

**G.R. No. 107014
April 12, 2000**

**NATIONAL LABOR RELATIONS
COMMISSION, LABOR ARBITER
DANIEL C. CUETO, NLRC CASHIER, (E
& R SECURITY AGENCY, INC. and/or
MRS. ENEIDA MONILLA),**
Respondents.

X-----X

DECISION

PARDO, J.:

The case is a Petition for *Certiorari*^[1] to set aside the Resolution of the National Labor Relations Commission^[2] denying the appeal from the Labor Arbiter's Decision^[3] ordering petitioner's reinstatement as

security guard with full back wages, on the ground that it was issued with grave abuse of discretion.

The facts are as follows:

On January 5, 1989, respondent E & R security agency hired petitioner Chona P. Torres as a security guard.

On October 27, 1989, during a routinary meeting of the security guards of the agency assigned to the Philippine Aerospace Development Corporation, the issue of granting a P25.00 pay increase pursuant to Republic Act No. 6727 was taken up and questions were raised as to the date of implementation of the increase. Petitioner Chona P. Torres stood up and uttered aloud at the presiding officer: “BAKIT ANG SASABIHIN NINYO SA OPISINA AT DITO AY MAGKAIBA!” to which remark the presiding officer replied: “WALA NAMAN PAGKAKAIBA, DI BA?”. The presiding officer also asked: “BAKIT AYAW MO DOON SA OPISINA?” Then petitioner shouted: “WALA NA AKONG TIWALA SA INYO AT SA AGENCY KASI SINUNGALING KAYO. EH, KUNG LALAKI LANG AKO, BAKA KUNG ANO PA ANG NAGAWA KO SA INYO NGAYON!”^[4]

On October 27, 1989, respondent agency sent petitioner a letter which states:

“To: SG CHONA TORRES
 PADC/ERSAI DETACHMENT
 Pasay Road, Domestic Airport

“SUBJECT: Suspension

“Effective immediately, upon receipt hereof, you are hereby suspended from your duty as Security Guard for a period of fifteen (15) days for gross violation of Rules and Regulations implementing Republic Act No. 5487 as amended by Presidential Decree No. 1919, Section three (3) hereof and Standard Operating Procedures of the Agency, tantamount to discourtesy, disloyalty and insubordination while in the performance of your duty.

“For info, guidance and compliance.

“CAPT MANUEL M GOMEZ JR (IA) PC
“OPERATIONS MANAGER ERSAI”^[5]

On October 30, 1989, petitioner filed with the National Labor Relations Commission, Arbitration Branch, against respondent E & R Security Agency, Inc. a complaint for illegal suspension and violation of R.A. No. 6727, and for having been required to sign on a blank payroll.^[6]

On November 10, 1989, petitioner received a letter from the agency informing her that she was re-assigned and required to report at the respondent’s Manila office for further instructions.^[7]

On November 27, 1989, respondent agency terminated her services for abandonment when she failed to report for work in her new assignment.^[8]

On November 30, 1989, petitioner filed with the Labor Arbiter an amended complaint charging respondent with underpayment of wages under R.A. No. 6640 and harassment.^[9]

On June 26, 1990, Labor Arbiter Daniel C. Cueto rendered a decision the dispositive portion of which states:

“WHEREFORE, viewed from the foregoing facts and considerations, this office declares the dismissal of the complainant not in accordance with law. Hence, respondent is hereby ordered:

- “1. To immediately reinstate Complainant to her former position as security guard without prejudice to reassignment in the exigency of the service, with full backwages from the time she was placed under preventive suspension on October 27, 1989 up to the time of her reinstatement.
- “2. To pay the salary of the Complainant for October, 1989.

- “3. To pay Complainant the adjusted salary differential for services rendered for the period January 1 to May 25, 1989, May 26 to August 25, 1989, August 26 to September 30, 1989 under R.A. 6640; and salary differentials under R.A. 6727 for work rendered covering July 6, 1989 to October 28, 1989 in the aggregate total of P15,523.48.

“Other claims are denied for lack of merit.

“SO ORDERED.”^[10]

On July 20, 1990, respondent E & R Security Agency, Inc. filed with the National Labor Relations Commission, National Capital Region, its Appeal Memorandum, in support of its appeal from the decision of the Labor Arbiter.

On June 25, 1991, the National Labor Relations Commission issued a resolution denying the appeal on the ground of non-perfection due to lack of appeal bond and that there was “no compelling reason or sufficient justification to disturb the contested decision, it being substantially supported by the established facts and applicable law and jurisprudence.”^[11]

On October 7, 1991, the decision having become final, on petitioner’s motion, the Labor Arbiter issued a writ of execution on the reinstatement aspect, but it was not implemented because the monetary aspect of the decision remained to be determined.^[12]

On November 8, 1991, petitioner asked the Labor Arbiter to issue an alias writ of execution based on the completed computation of back wages in the amount of P104,396.00 worked out by NLRC’s Research and Information Unit. On November 19, 1991, NLRC Sheriff Max L. Lago issued a Notice of Garnishment which was served on private respondent’s deposit account with the Philippine National Bank, PNC compound Branch, Diliman, Quezon City, in the amount of P105,296.00 inclusive of the execution fee of P1,000.00.

On November 27, 1991, the Labor Arbiter directed the Philippine National Bank to release the garnished amount and to make it payable to the NLRC cashier for the account of petitioner pending ultimate release to her. Accordingly, the PNB issued Manager's Check No. AF 90-8881 dated December 6, 1991.

Meantime, on December 3, 1991, respondent E & R Security Agency, Inc. filed with the Labor Arbiter^[13] an Urgent Ex-Parte Motion to Quash the Alias Writ of Execution on the ground that there has been a change in the situation of the parties which makes the execution inequitable. Respondent contended that petitioner Torres accepted employment from another security agency without previously resigning from it.

On February 2, 1992, the Labor Arbiter issued an order for partial execution directing the release of the uncontested salary differential amounting to P15,523.48, to be deducted from the amount of P105,396.00, and to withhold the balance thereof, pending resolution of the Motion to Quash the alias Writ of Execution.^[14]

On March 19, 1992, petitioner filed with the National Labor Relations Commission a petition for mandamus and injunction to compel the Labor Arbiter to issue an order directing the NLRC Cashier to release the entire amount deposited with the latter to petitioner.

On August 11, 1992, the National Labor Relations Commission issued a resolution denying the petition for mandamus and injunction and ordered Labor Arbiter Daniel C. Cueto to immediately resolve respondent E & R Security Agency's Urgent Motion to Quash Writ of Execution.

Hence, this petition.^[15]

The sole issue raised is whether or not the NLRC committed grave abuse of discretion in ordering the Labor Arbiter to resolve the motion to quash alias writ of execution.

Petitioner contends that the release of the judgment award is purely a ministerial duty of the Labor Arbiter.

The petition is impressed with merit.

Execution is the final stage of litigation, the end of the suit. It can not be frustrated except for serious reasons demanded by justice and equity.^[16] In this jurisdiction, the rule is that when a judgment becomes final and executory, it is the ministerial duty of the court to issue a writ of execution to enforce the judgment. A writ of execution may however be refused on equitable grounds as when there was a change in the situation of the parties that would make execution inequitable or when certain circumstances, which transpired after judgment became final, rendered execution of judgment unjust.^[17] The fact that the decision has become final does not preclude a modification or an alteration thereof because even with the finality of judgment, when its execution becomes impossible or unjust, it may be modified or altered to harmonize the same with justice and the facts.^[18]

The respondent agency's contention that there has been a change in the situation of the parties making execution inequitable because petitioner accepted employment from another agency without resigning from it is patently without merit. In the recent ruling of the Court, we said that the rule enunciated in *Pines City*^[19] no longer controls. Now, the rule is that back wages awarded to an illegally dismissed employee shall not be diminished or reduced by the earnings derived by him elsewhere during the period of his illegal dismissal.^[20]

In this particular case, the decision is final and, in fact, the amount of P105,396.00 representing the sum total of the salary differentials and back wages awarded to petitioner has been garnished from the account of respondent agency with the Philippine National Bank (PNB) with no opposition or resistance and it is the ministerial duty of the Labor Arbiter to release the money to petitioner.

WHEREFORE, the Court **GRANTS** the petition. The resolution of the National Labor Relations Commission in NLRC NCR Case No. 00-01-00137-90 is hereby **SET ASIDE**. The Court **DIRECTS** the Labor Arbiter to order the immediate release of the balance of the judgment award to petitioner.

No costs.

SO ORDERED.

**Davide, Jr., C.J., Puno, Kapunan and Ynares-Santiago, JJ.,
concur.**

- [1] Under Rule 65, 1964 Revised Rules of Court.
- [2] In NLRC-NCR Case No. 00-01-00137-90. Putong, Com., ponente, Carale, Pres. Com. and Veloso, Com.
- [3] Penned by Daniel C. Cueto.
- [4] Original Record, p. 18.
- [5] Original Record, p. 9.
- [6] Original Record, p. 21.
- [7] Original Record, p. 67.
- [8] Original Record, p. 68.
- [9] Original Record, p. 25.
- [10] Original Record, pp. 83-90.
- [11] Original Record, pp. 93-97.
- [12] Original Record, pp. 118-119.
- [13] Original Record, pp. 141-144.
- [14] Original Record, pp. 132-134.
- [15] Filed September 25, 1992; Rollo, pp. 2-16.
- [16] Original Record, pp. 197-198.
- [17] Republic vs. NLRC, 244 SCRA 564 [1995].
- [18] Rodriguez vs. Project 6 Market Service Cooperative, Inc., 247 SCRA 528 [1995].
- [19] Pines City Educational Center vs. NLRC, 227 SCRA 655 [1993].
- [20] Surima vs. NLRC, 291 SCRA 260, 268-269 [1998], citing Bustamante vs. NLRC, 265 SCRA 61 [1996].