



REPUBLIC OF THE PHILIPPINES
SUPREME COURT
Manila

SECOND DIVISION

NOTICE

Sirs/Mesdames:

*Please take notice that the Court, Second Division, issued a Resolution dated **28 April 2021** which reads as follows:*

“G.R. No. 198092 (PNOC Energy Development Corporation v. Igmedio J. Tumanda)

G.R. No. 201462 (Igmedio J. Tumanda v. PNOC Energy Development Corporation, Manuel A. Estrella and Paul W. Limgenco) — We resolve the Motion for Clarification¹ dated January 15, 2013 filed by Igmedio J. Tumanda in G.R. Nos. 198092 and 201462.

G.R. No. 198092 stemmed from Tumanda’s complaint for illegal dismissal against PNOC Energy Development Corporation, Manuel Estrella and Paul W. Limgenco. By Decision² dated January 20, 1997, the labor arbiter granted the complaint, thus:

WHEREFORE, in view of all the foregoing, judgment is hereby rendered in favor of the complainant and against the respondents as follows:

1. Respondents are ordered to reinstate complainant to his former position or substantially equivalent position without loss of seniority rights and to pay jointly and severally the complainant his full backwages, other privileges, and benefits due to him computed from May 1991 until he is actually reinstated. And as of December 1996, it is amounting to ONE MILLION FIVE HUNDRED FORTY-SEVEN THOUSAND FIVE HUNDRED SEVENTY-ONE & 25/100 (P1,547,571.25) PESOS;
2. Respondents are further ordered to pay jointly and severally, moral damages in the sum of Two Hundred Thousand (Ps200,000.00) Pesos;

¹ G.R. No. 198092, *rollo*, p. 221 and G.R. No. 201462, *rollo*, p. 615.

² G.R. No. 198092, *rollo*, p. 53.

3. Respondents are also ordered to pay jointly and severally exemplary damages in the sum of One Hundred Thousand (Ps100,000.00) Pesos; and
4. Respondents are finally ordered to pay jointly and severally attorney's fees in the amount equivalent to ten (10) percent of the monetary award herein.

SO ORDERED.

The National Labor Relations Commission (NLRC) reversed the ruling on July 30, 2004,³ only to be reinstated with modification by the Court of Appeals under Decision⁴ dated April 5, 2011 in CA GR SP No. 106925, *viz.*:

IN VIEW OF THE FOREGOING, the assailed NLRC decision and resolution are set aside. The decision of the labor arbiter is reinstated with the modification excluding the respondents Estrella and Limgenco from liability and deleting moral and exemplary damages against the respondent PNOC Energy Development Corporation.

SO ORDERED.

PNOC appealed to the Supreme Court which affirmed by Resolution⁵ dated September 5, 2011. The Court denied reconsideration on November 29, 2011,⁶ allowing its ruling to lapse into finality on January 18, 2012.⁷

G.R. No. 201462 is an offshoot of G.R. No. 198092. Records bear that under Letter dated May 8, 1997 and in compliance with the ruling of the labor arbiter, PNOC reinstated Tumanda pending appeal and ordered him to return to work within fifteen (15) days from notice. Tumanda claimed, however, that instead of reinstating him to his former position as Head of the Drilling and Cementing Department, he was reduced to a mere helper or assistant, in violation of his right to reinstatement without loss of seniority right. Thus, he filed a complaint against PNOC a second time for constructive dismissal.⁸

The labor arbiter initially granted the complaint and declared Tumanda to have been constructively dismissed.⁹ But on appeal, the NLRC voided the labor arbiter's ruling.¹⁰ This was affirmed by the Court of Appeals in CA GR SP No. 116394¹¹ where it found that contrary to Tumanda's claim, he was never Head of the Drilling and Cementing Department, thus:

First, it cannot be said that petitioner was not reinstated to his former position pending appeal. Petitioner claims that he was not

³ *Id.* at 98.

⁴ *Id.* at 40.

⁵ *Id.* at 185.

⁶ *Id.* at 234.

⁷ *Id.* at 236.

⁸ G.R. No. 201462, *rollo*, p. 79.

⁹ *Id.* at 145.

¹⁰ *Id.* at 231.

¹¹ *Id.* at 77.

reinstated to the same position as Head of the Cementing and Drilling Department. However, he never alleged nor has he proven that prior to his dismissal he occupied the position of Head of the Cementing and Drilling Department of EDC. As a matter of fact, it is clear from his own words and admissions that he merely occupied the position of Cementing/Drilling Engineer prior to his dismissal xxx Clearly, he was admitted back to work under the same terms and conditions prevailing prior to his dismissal or separation, as a Cementing/Drilling Engineer.

Second, petitioner's arguments that since he is the most senior and experienced engineer, he should be the Head of the Cementing and Drilling Department and should receive a salary of P60,000.00 a month deserves scant consideration. **Petitioner cannot complain of discrimination amounting to constructive dismissal just because he was reinstated pending appeal to a position which is against his wishes and not commensurate to his self-worth or personal qualifications.** On the basis of the qualifications, training and performance of the employee, the prerogative to determine the place or station where he or she is best qualified to serve the interests of the company belongs to the employer. This is in addition to the fact that the law merely requires private respondents to admit him back to work pending appeal under the same terms and conditions prevailing prior to his dismissal or separation, that is, as Cementing/Drilling Engineer.¹² (emphases added)

Verily, there was no constructive dismissal to speak of as Tumanda was reinstated to his former or substantially equivalent position.

Under Resolution¹³ dated January 18, 2012 in G.R. No. 201462, the Court affirmed the aforesaid ruling of the Court of Appeals. The Court also denied reconsideration on October 17, 2012,¹⁴ allowing the dismissal of Tumanda's complaint for constructive dismissal to lapse into finality.

Hence, Tumanda now seeks clarification on how the Court's ruling in G.R. No. 201462 bears upon his established rights under G.R. No. 198092, particularly to his right to reinstatement without loss of seniority rights and other privileges or, in the alternative, separation pay.

In its Comment¹⁵ dated May 12, 2014, PNOC essentially argues that despite reinstatement, Tumanda abandoned his job to work for BJ Philippines, Inc. Thus, it prays for the Court to declare that Tumanda is not entitled to reinstatement nor to separation pay.

By Reply¹⁶ dated May 27, 2014, Tumanda countered that he never abandoned his work. On the contrary, he moved for execution pending appeal of the labor arbiter's order of reinstatement in the first illegal dismissal case. As it was, however, he was "reinstated" to a lower rank with lower pay, resulting in his constructive dismissal.

¹² *Id.* at 85-86.

¹³ *Id.* at 580.

¹⁴ *Id.* at 601.

¹⁵ *Id.* at 631.

¹⁶ *Id.* at 640.

Ruling

We deny the motion.

The Court finds nothing unclear, confusing or contradictory between the rulings in G.R. Nos. 198092 and 201462.

In G.R. No. 198092, PNOC was held liable for the illegal dismissal of Tumanda. Thus, PNOC was ordered to pay Tumanda his full backwages, other privileges and benefits due him from May 1991 **until his actual reinstatement** to his former position or substantially equivalent position without loss of seniority rights; should reinstatement no longer be feasible, PNOC was supposed to pay Tumanda separation pay equivalent to one (1) month salary for every year of service. In either case, PNOC must pay attorney's fees of ten percent (10%).¹⁷

Meanwhile, the main issue in G.R. No. 201462 was whether Tumanda **was actually reinstated** to his former or substantially equivalent position pending appeal when PNOC ordered him to report to work through Letter dated May 8, 1997. The Court ruled in the affirmative.

It is therefore clear that PNOC is liable to Tumanda for backwages, other privileges and benefits due to him from his illegal dismissal in May 1991 until May 8, 1997 when he was actually reinstated to his former or substantially equivalent position. Tumanda is not entitled to separation pay since he was actually reinstated pending appeal as held in G.R. No. 201462. PNOC, however, must pay attorney's fees equivalent to ten percent (10%) of the monetary award. These are consistent with the pronouncements of the Court of Appeals as affirmed by this Court. No amendatory ruling is necessary to "clarify" these dispositions.

There is simply no inconsistency between G.R. Nos. 198092 and 201462. The fact that the Court favored Tumanda in G.R. No. 198092, on the one hand, and PNOC in G.R. No. 201462, on the other, does not render the rulings in these cases inconsistent. As shown above, the rulings of the Court of Appeals, as affirmed, are actually complementary to each other.

All that needs to be done and can be done in these consolidated cases that had long attained finality is to faithfully execute the dispositions and adhere to their letter. Any deviation therefrom would be nothing less than a violation of the doctrine of immutability of judgment.¹⁸

¹⁷ G.R. No. 198092, *rollo*, p. 48.

¹⁸ *Mercury Drug Corporation v. Sps. Huang*, 817 Phil. 434, 445 (2017): It is a fundamental principle that a judgment that lapses into finality becomes immutable and unalterable. The primary consequence of this principle is that the judgment may no longer be modified or amended by any court in any manner even if the purpose of the modification or amendment is to correct perceived errors of law or fact. This principle known as the doctrine of immutability of judgment is a matter of sound public policy, which rests upon the practical consideration that every litigation must come to an end.

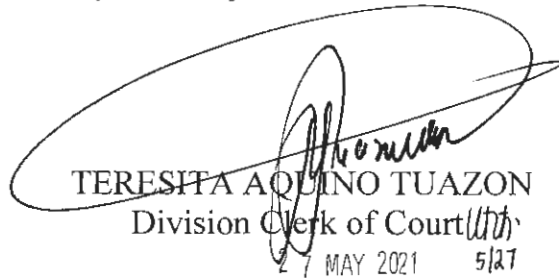
April 28, 2021

A final word. Parties must accept and respect the final and executory decisions of this Court. They are not at liberty to continue filing clarificatory motions in disregard of a previous directive that no further pleadings would be entertained,¹⁹ as here. To stress, these consolidated cases had already been resolved with finality as early as 2012, but were seemingly revived through the present motion for clarification. Curiously though, there was absolutely nothing which required clarification. The rulings of the Court of Appeals, as affirmed, were simple and straightforward. Tumanda and PNOC are therefore warned to take the Court's statement that "no further pleadings would be entertained" more seriously. For it is actually a directive to the parties to **desist** from filing any further pleadings or motions. Like all other orders of this Court, it must be strictly observed rather than circumvented through motions ill-disguised as requests for clarification.²⁰

WHEREFORE, the Motion for Clarification is **DENIED**. The parties are hereby **WARNED** not to file any further pleadings or motions under pain of contempt.

SO ORDERED."

By authority of the Court:



TERESITA AQUINO TUAZON
Division Clerk of Court
27 MAY 2021 5:27

¹⁹ *Republic v. Unimex Micro-Electronics GmbH*, 592 Phil. 275, 276 (2008).

²⁰ *Id.* at 278.

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Please notify the Court of any change in your address.
GR198092 & 201462. 04/28/2021(194)URES *Aslv*