

THIRD DIVISION

[G.R. No. 206316, March 20, 2019]

**PANASONIC MANUFACTURING PHILIPPINES CORPORATION
(FORMERLY MATSUSHITA ELECTRIC PHILIPPINES CORP.),
PETITIONER, VS. JOHN PECKSON, RESPONDENT.**

DECISION

REYES, A., JR., J.:

Challenged before this Court *via* this Petition for Review on *Certiorari*^[1] under Rule 45 of the Rules of Court is the Decision^[2] dated December 7, 2012 of the Court of Appeals (CA) in CA-G.R. SP No. 118641, and its Resolution^[3] dated March 15, 2013, which set aside the Decisions dated May 11, 2010^[4] and September 30, 2010^[5] of the National Labor Relations Commission (NLRC) affirming the ruling of the Labor Arbiter (LA), which dismissed respondent John V. Peckson's (Peckson) complaint for lack of merit.

The facts are aptly summarized by the CA. Peckson was formerly employed as a Sales Supervisor for the Battery Department of petitioner Panasonic Manufacturing Philippines Corporation (Panasonic). The legal controversy started when, in a letter dated September 16, 2003, Peckson expressed his intention to resign effective on October 30, 2003.^[6] The contents of said letter read, thus:

TO: PERSONNEL DEPARTMENT
FROM: JOHN PECKSON
RE: RESIGNATION
DATE: SEPTEMBER 16, 2003

I am tendering my resignation effective October 30, 2003. I would like to thank this company for giving me the opportunity to work here.

I would like to thank also the few people who tried to support me namely Mr. Tiongson and some of my friends in NBP.

Sincerely yours,

(Sgd.)

JOHN PECKSON^[7]

In a subsequent letter dated September 25, 2003, Peckson informed Panasonic that he wished to change the effectivity of his resignation instead to October 15, 2003:^[8]

TO: PERSONNEL DEPARTMENT
FROM: JOHN PECKSON
RE: RESIGNATION
DATE: SEPTEMBER 25, 2003

I would like to change the date of my resignation from MEPCO to October 15, 2003, my earlier resignation letter stated October 30, 2003. I am doing this so that I could attend to some personal matters. Again, I would like to thank MEPCO for all the support it has given and also the people who became my friends in the company.

Good luck to the battery business and I wish you all the best in your future endeavors.

Sincerely yours,

(Sgd.) JOHN PECKSON^[9]

On April 11, 2005, Peckson filed a complaint for constructive dismissal with the NLRC, with claims for payment of separation pay in lieu of reinstatement with full backwages, non-payment of 13th month pay and other benefits, moral and exemplary damages and attorney's fees against Panasonic and Jose De Jesus (De Jesus) in the latter's personal capacity as Manager of Peckson's former Battery Sales Department. In the complaint, Peckson alleged that he was forced to resign by De Jesus after the latter accused him of falsifying De Jesus' signature in an "Authority to Travel" form dated August 20, 2003.^[10] In an effort to disprove De Jesus' accusations, Peckson had proceeded to the Philippine National Police (PNP) to have the controversial "Authority to Travel" form examined, and also submitted several other documents signed by De Jesus as a way to compare the signatures and prove that it was De Jesus who had indeed signed the form.

Based on its findings, the PNP Crime Laboratory reported that the signature of De Jesus appearing on the "Authority to Travel" form and on the other submitted documents was written by one and the same person.^[11] Peckson alleged that he submitted the report findings alongside two Affidavit-Complaints informing the Personnel Department of the lack of merit in De Jesus' claim of falsification, and that he, Peckson, was placed on "floating status" solely to be the subject of ridicule.^[12] However, De Jesus allegedly told Peckson that he was disregarding the PNP report and threatened to terminate Peckson's employment the very next day,^[13] prompting Peckson to end his employment with the company and subsequently file the complaint.

To these allegations, Panasonic maintained that Peckson voluntarily resigned from work, as seen in the tenor of his two resignation letters, his willing completion of the exit interview and the clearance procedure, as well as his signing of a quitclaim and release.^[14]

Proceedings in the LA and the NLRC

LA Danna M. Castillon dismissed the complaint for lack of merit, ruling that Peckson's resignation was a voluntary act. The LA found that Peckson's submission

of not one, but two resignation letters, as well as his complete performance of the exit procedure, clearly showed the voluntariness on his part. The LA also pointed to Peckson's alleged conduct during his exit interview when asked his reason for leaving, wherein he answered that he would be working in another company. Also, the fact that Peckson filed his complaint 18 months after his resignation did not escape the notice of the LA, who opined that the lapse of a considerably long period of time erodes the integrity of Peckson's claim, as it did not seem to be the actuation of an aggrieved party.^[15]

The dispositive portion of the LA's Decision^[16] dated November 28, 2006 reads:

WHEREFORE, premises considered, the complaint filed by [Peckson] is hereby ordered DISMISSED for lack of merit.

SO ORDERED.^[17]

On April 25, 2007, Peckson filed an appeal with the NLRC, which was however dismissed for being filed out of time. In dismissing the appeal for being filed beyond the ten-day prescriptive period, the NLRC reasoned that while Peckson alleged that he received a copy of the LA's decision only on April 18, 2007, the records showed the mail bearing the decision was served at Peckson's given address on January 4, 2007, but the same was not delivered since the addressee moved out.^[18]

Notwithstanding the foregoing, the NLRC gave due course to the appeal. However, it concurred with the finding of the LA that Peckson's act of resigning was clearly voluntary and belied his claim of constructive dismissal. The NLRC found that there was nothing on record to prove the allegations in the complaint, and that even on appeal, Peckson failed to present evidence substantial enough to support any of his claims.^[19] As such, the NLRC affirmed the decision of the LA *in toto*, in its Decision^[20] dated September 30, 2010:

WHEREFORE, the appealed decision is AFFIRMED and the appeal is dismissed for lack of merit.

SO ORDERED.^[21]

Proceedings in the CA

Finding merit in Peckson's appeal, the CA reversed the decisions of the lower courts in a Decision^[22] promulgated on December 7, 2012.^[23] The CA found that Panasonic did not sufficiently discharge its burden to prove that Peckson's resignation was voluntary, and that it failed to overcome the burden to prove that Peckson was validly placed on "floating status."^[24] As De Jesus made Peckson believe that the latter would be reinstated after he filed his resignation, the CA found that Peckson was constructively dismissed, and as such he was entitled to his full backwages including his 13th month pay and other benefits.

Likewise, since Peckson specifically prayed for the relief of separation pay in lieu of reinstatement in his Complaint, and considering the CA's finding that actual animosity existed between Peckson and De Jesus, the CA directed Panasonic and De

Jesus, found as solidarily liable, to pay backwages, separation pay, and damages to Peckson, the dispositive portion reading, to wit:

WHEREFORE, premises considered, the petition is GRANTED. The Assailed Decisions dated May 11, 2010 and September 30, 2010, respectively, both rendered by the [NLRC] in NLRC CA No. 052522-07, NLRC Case No. RAB-IV 04-20622-05-RI are hereby SET ASIDE. Accordingly, private respondents [Panasonic] and [De Jesus] are solidarily liable to pay [Peckson] the following: (a) full backwages reckoned from October 15, 2003 up to April 11, 2005 based on a salary of Php 21,345.00 a month, including 13th month pay and other benefits; (b) the additional sum equivalent to one (1) month salary for every year of service, with a fraction of at least six (6) months considered as one whole year, from August 1, 2002 to April 11, 2005, as separation pay; (c) Php 50,000.00 as moral damages; (d) Php 50,000.00 as exemplary damages and (e) Attorney's Fees equivalent to 10% of the total award.

SO ORDERED.^[25]

Panasonic's Motion for Reconsideration was denied.^[26] Hence, this Petition.

The Issues

The issues can be melded into two: Whether or not Peckson's resignation was voluntary, and if so, whether or not Panasonic and De Jesus are guilty of constructive dismissal.

The Parties' Arguments

Panasonic argues first and foremost that the CA erred in ruling that Peckson's resignation was not voluntary, despite the facts on record allegedly proving otherwise, namely: (1) Peckson's submission of not only one, but two resignation letters where he clearly indicated his desire to work for another company as his main reason for resigning; (2) the tenor of those resignation letters, wherein Peckson allegedly expressed his profound gratitude to the officers of the company; (3) Peckson's accomplishment of the necessary exit interview for resigning employees; (4) Peckson's signing of the quitclaim and release, as well as his receipt of his final pay; and (5) the almost two years delay before he filed his complaint for constructive dismissal.^[27]

In essence, Panasonic argues that the facts show the completely voluntary nature attendant to Peckson's resignation, and that the filing of a complaint for constructive dismissal was merely an afterthought.^[28] According to Panasonic, the circumstances likewise provide the true state of mind of Peckson at the time of his resignation, buoyed by his pleasant relationship with the officers of the company. These, taken cumulatively, negate any indication that Peckson was under any duress when he resigned, contrary to his assertions. Because of the same, Panasonic cannot be held guilty of constructive dismissal, and therefore, the company is not liable to Peckson for damages, including moral, exemplary, and attorney's fees.^[29]

On the part of Peckson, he counters that the C A correctly reversed the decision of

the LA and the NLRC. Peckson alleges that the LA and the NLRC, in dismissing his complaint for constructive dismissal, failed to take cognizance of his affidavit dated September 5, 2003, wherein Peckson stated that De Jesus took away Peckson's supervisory functions, his office laptop, and mentioned that the latter could no longer attend the sales meeting, do his usual field work, and sign any business documents.^[30] Peckson contends that his resignation was not voluntary, and that he highlighted the reason for leaving as his "personality conflict with manager" in his exit interview form, contrary to Panasonic's statement that Peckson left in order to find work in another establishment.^[31]

Peckson also alleges that Panasonic failed to address his accusation that he was invalidly put on floating status.^[32] More grievously, Peckson points to his contention that he was accused by De Jesus of forging his signature, despite the PNP Crime Laboratory report purportedly proving otherwise. Peckson, likewise, decries Panasonic's production of the quitclaim he allegedly signed, as Peckson was allegedly deceived into signing the same as he never received his final pay.^[33]

Ruling of the Court

The petition is meritorious. Peckson's resignation was voluntary and, thus, Panasonic is not guilty of constructive dismissal.

The Court is behooved to take a look at the records of the case to determine whether or not Peckson's resignation was through the latter's own volition or was necessarily effected by Panasonic's allegedly hostile treatment. While only errors of law are generally reviewable on *certiorari*, the Court may look into the factual issues in labor cases when the findings of the LA, the NLRC, and the CA are conflicting.^[34] In this case, the findings of the LA and the NLRC, while in resonance with the other, conflict the findings of the CA.

Panasonic faults the CA for reversing these findings of the respective administrative agencies that Peckson's resignation was voluntary, which would mean that the company is not guilty of constructive dismissal. However, the Court emphasizes the well-settled doctrine that for dearth of substantial basis, the factual findings of administrative agencies such as the NLRC cannot be given the stamp of finality and conclusiveness normally accorded to it, as even the decisions of administrative agencies which are declared final by law are not exempt from judicial review, when so warranted.^[35]

Panasonic's misguided assumption aside, the Court disagrees with the finding of the CA that Panasonic failed to prove that Peckson resigned out of his own volition and without any outside influence from the company. As such, since Peckson resigned willingly, Panasonic and De Jesus are not guilty of constructive dismissal.

Constructive dismissal *vis-a-vis* its relation to forced or voluntary resignation, was discussed in *Gan v. Galderma Philippines, Inc., et al.*^[36] to wit:

Constructive dismissal is defined as quitting or cessation of work because continued employment is rendered impossible, unreasonable or unlikely; when there is a demotion in rank or a diminution of pay and other benefits. It exists if an act of clear discrimination, insensibility, or disdain