

SECOND DIVISION

[G.R. No. 220030, March 18, 2019]

**SAMEER OVERSEAS PLACEMENT AGENCY, INC., PETITIONER, V.
JOSEFA GUTIERREZ, RESPONDENT.**

DECISION

J. REYES, JR., J.:

This is a Petition for Review^[1] assailing the Decision^[2] dated January 22, 2015 and the Resolution^[3] dated August 5, 2015 of the Court of Appeals in CA-G.R. SP No. 130134.^[4] The assailed Decision had dismissed petitioner Sameer Overseas Placement Agency, Inc.'s motion to quash the writ of execution issued in an illegal dismissal case that had long been finally decided in favor of respondent Josefa Gutierrez. The assailed Resolution denied reconsideration.

Undisputed are the facts.

In 2001, petitioner Sameer Overseas Employment Agency, Inc. (Sameer) deployed respondent Josefa Gutierrez (Gutierrez), a registered Filipino nurse, to Ireland on a two-year employment in a nursing home. The contract stipulated her salary in the Irish Pound. After merely two months, however, she was unceremoniously repatriated, urging her to file for unlawful termination. In its Decision dated February 10, 2003, the Labor Arbiter found for Gutierrez and declared Sameer^[5] liable to pay the money judgment^[6] as follows:

WHEREFORE, premises considered, judgment is hereby rendered:

1. finding the dismissal of complainant Josefa Docuyan Gutierrez to be illegal;
2. ordering respondents Sameer Overseas Placement Agency, Rizalina Lamzon and Irish Nursing Home Organization Limited to pay complainant jointly and solidarity, the following:
 - a. Salary (2 1/2 mos.) 2,083.02 Pounds
 - b. Unexpired Portion (6 mos.) 6,250.02 Pounds (Payable in Philippine peso at the rate of exchange prevailing at the time of payment)
 - c. Refund of Placement Fee PHP23,000.00
3. declaring individual respondents Rizalina Lamzon to be properly impleaded; and to be likewise personally liable for this award; and
4. dismissing all other claims for lack of merit.

SO ORDERED.^[7]

On appeal, the National Labor Relations Commission (NLRC) reversed the Labor Arbiter's Decision and denied reconsideration. Then, on *certiorari*, the Court of Appeals reinstated the judgment of the Labor Arbiter. Sameer immediately filed an appeal^[8] before this Court which, however, was denied in a minute resolution^[9] and in a subsequent resolution^[10] on motion for reconsideration. Finally, the entry of judgment issued on October 8, 2010.^[11]

On July 31, 2012, at the instance of Gutierrez,^[12] the Labor Arbiter issued a Writ of Execution^[13] containing a re-computation of the original monetary award and a conversion thereof into the Euro currency. The writ materially reads:

NOW, THEREFORE, you are hereby directed to proceed to the premises of respondents Sameer Overseas Placement Agency, Rizalina Lamzon and Irish Nursing Home Organization Limited, located at Rizal Tower, 4474 Singian Street corner Makati Avenue, Makati City, Metro Manila, or wherever they may be found in the Philippines, to collect the total amount of **TEN THOUSAND FOUR HUNDRED FIFTY THREE & 804/100 EUR (10,453.804 EUR)** or its Peso equivalent prevailing at the time of actual payment representing the complainant's monetary awards pursuant to the Decision dated 10 February 2003, and to deposit the same to the NLRC Cashier for disposition.

x x x x

SO ORDERED.^[14]

Sameer moved to recall and/or quash the writ of execution^[15] believing that the Labor Arbiter, in converting the award into Euro on execution, had illegally varied the terms of the final and executory Decision in the termination case. The writ was sustained in an Order dated December 12, 2012.^[16] Then, on January 18, 2013, Sameer filed with the NLRC a petition to annul^[17] the December 12, 2012 Order and insisted on the nullification of the writ. The NLRC dismissed said petition in a Decision dated February 25, 2013.^[18]

Upon denial of its motion for reconsideration,^[19] Sameer elevated the matter to the Court of Appeals on *certiorari*.^[20] The Court of Appeals dismissed the petition for lack of merit,^[21] and likewise denied reconsideration.^[22]

Hence, this petition.

Sameer posits that the Court of Appeals erred (a) in not finding grave abuse of discretion on the part of the Labor Arbiter when it changed the currency of the monetary award to Euro; (b) in not finding grave abuse of discretion on the part of the NLRC when the latter did not grant the petition to annul the December 12, 2012 Order; and (c) in validating the manner by which the monetary award was converted from Irish Pound to the Euro.^[23]

For her part, Josefa points out in her Comment^[24] that the Euro currency had already replaced the Irish Pound in Ireland at the time the Decision in the illegal dismissal case became final and executory. She considers this change in currency as

a supervening fact or event that authorized the Labor Arbiter to make modifications on the money judgment even on execution.^[25]

Replying, Sameer advances the notion that a modification of the judgment is indeed allowed in exceptional circumstances but not where the modification is made in a writ of execution.^[26] It reiterates the elementary rule that a writ of execution must conform to the dispositive portion of the decision, otherwise the execution is void if it is in excess of and beyond the original judgment.^[27]

Verily, the focal issue to be addressed in this case is whether or not the original monetary award in the final Decision may, by the ensuing writ of execution, be legally re-computed and translated from Irish Pound to the Euro. As this Court responds in the affirmative, it hereby finds the subject writ of execution to be fully in order.

We preface the disquisition with the necessary dissection of the final judgment rendered in the unlawful termination case between Sameer and Gutierrez.

Fundamental is the rule that the dispositive portion of a judgment, order or decision is what determines and declares the rights and obligations of the parties to a dispute as against each other. It is the dispositive portion that must be enforced to make for a valid execution, and a judgment must be implemented according to its letter. Except in well-recognized exceptions, a final judgment, order or decision may not be validly altered, amended or modified even if it is meant to correct a perceptibly erroneous conclusion of fact or law. This, because any insertion, change or addition to the dispositive portion violates the rule on immutability of judgments.^[28]

A case for illegal dismissal or unlawful termination - which is the underlying case in this petition - is one that relates purely to the status of the parties. Hence, the decision or ruling therein is essentially declaratory of the rights and obligations of the parties, and the monetary award that flows from the declared status, such as payment of separation pay and backwages, is but a necessary and legal consequence of the said declaration.^[29] A look at the dispositive portion of affirmative decisions rendered in illegal dismissal cases tells that it is always comprised of two distinct parts: *first* is the definitive finding of illegal dismissal and the incidental monetary awards sanctioned by law in such case and, *second*, is the assessment and computation of what the first part of the disposition has already established. The second part, being merely a computation of what the first part of the decision has already pronounced, may, by its nature, be re-computed.^[30]

The Court takes notice that Ireland joined the European Union in January 1, 1973^[31] and, in January 1999, became one of the Euro Area member-states that began replacing their national currencies with the Euro.^[32] After its gradual adaptation to the new economic and monetary regime, its national currency, the Irish Pound, finally departed and ceased to be legal tender on February 9, 2002.^[33] Inasmuch as the monetary award in this case has been fixed in the Irish Pound but to be paid in its Philippine Peso equivalent, the Labor Arbiter, in issuing the subject writ of execution on July 31, 2012, has made a practical, consequential and logical call when she re-computed and converted the final Decision's money award into the prevailing currency that replaced the previous - not to say demonetized and, hence,