

## SECOND DIVISION

[ G.R. No. 199931, September 07, 2015 ]

**INC SHIPMANAGEMENT, INC., INTERORIENT NAVIGATION  
COMPANY LTD. AND REYNALDO RAMIREZ, PETITIONERS, VS.  
RANULFO CAMPOREDONDO, RESPONDENT.**

### D E C I S I O N

**DEL CASTILLO, J.:**

This Petition for Review on *Certiorari*<sup>[1]</sup> assails the July 29, 2011 Decision<sup>[2]</sup> of the Court of Appeals (CA) in CA-GR. SP No. 112079 which annulled and set aside the July 31, 2009 Decision<sup>[3]</sup> and October 23, 2009 Resolution<sup>[4]</sup> of the National Labor Relations Commission (NLRC) and reinstated the April 27, 2009 Decision<sup>[5]</sup> of Labor Arbiter (LA) Thelma M. Concepcion in OFW (M) 08-12020-08 (LAC No. 06-000303-09). Likewise assailed is the January 2, 2012 Resolution<sup>[6]</sup> of the CA which denied petitioners' Motion for Reconsideration.<sup>[7]</sup>

***Factual Antecedents***

On July 19, 2007, INC Shipmanagement, Inc. (INC), for and in behalf of Interorient Navigation Company Ltd. (Interorient), hired respondent Ranulfo Camporedondo (respondent) as chief cook on board the vessel M/V Fortunia for a period of 10 months with a monthly salary of US\$578.50 and allowance of US\$80.00.<sup>[8]</sup> On July 25, 2007, respondent boarded the vessel.<sup>[9]</sup>

As chief cook, respondent's tasks included food preparation and meals of the ship crew, custody, inventory, and budgeting of food supplies of the vessel.<sup>[10]</sup> Allegedly, keeping in mind his duties, respondent inquired from the captain the budget for the vessel; he also reported to the latter the insufficiency and poor quality of some of the supplies. These inquiries enraged the captain. As a result, he reprimanded respondent on a daily basis.<sup>[11]</sup>

Furthermore, respondent stated that on September 11, 2007, the captain gave him a return ticket to the Philippines to take a vacation. He was purportedly promised to be transferred to another vessel.<sup>[12]</sup> On September 12, 2007 or about a month and a half into his contract, respondent was given a report<sup>[13]</sup> of dismissal, which he refused to accept.<sup>[14]</sup>

On August 27, 2008, respondent filed a Complaint<sup>[15]</sup> for illegal dismissal, non-payment of overtime pay and attorney's fees against INC, Interorient and Reynaldo Elamirez, corporate officer of INC<sup>[16]</sup> (collectively referred hereunder as petitioners).

In his Position Paper,<sup>[17]</sup> respondent alleged that he began working as seafarer in August 2001. From 2001 to 2005, he worked for other employers and finished his contracts with them in good standing. In August 2005, he started working for INC and prior to his July 19, 2007 contract, he completed two contracts with INC without issue. He stated that petitioners were claiming that he was dismissed due to his stiff arm. However, he contended that he passed the medical and physical examination and despite his condition, petitioners engaged his services. Furthermore, he asserted that he was made to sign a report that terminated his contract without giving him the opportunity to explain or defend himself.

For their part, petitioners stated in their Position Paper<sup>[18]</sup> that respondent joined the vessel on July 25, 2007 but was repatriated on December 12, 2007.

They contended that the captain complained about his incompetence and/or poor performance. In particular, due to his stiff right hand, respondent was allegedly unable to serve meals and maintain the cleanliness of the kitchen, store room and mess room. They averred that eventually the captain served upon him the above-cited Report entitled as "Report of incompetent action/insubordination/ indiscipline" which he refused to receive.

In addition, petitioners stated that the previous ship captain, under whom respondent was deployed, likewise complained about his poor performance. They asserted that because they wanted to give respondent another chance, they deployed him to M/V Fortunia. Allegedly, respondent was allowed to re-apply for assignment in another vessel and he readily agreed to be repatriated.

Petitioners argued that respondent admitted his faults as he did not outrightly file a case; he even followed up his re-deployment with their fleet personnel officer. They also emphasized that the complaint against them was barred by respondent's voluntary execution of a quitclaim;<sup>[19]</sup> and that respondent's complaint was "absolutely malicious and an afterthought on his part because if he was truly aggrieved by his repatriation, he should not have executed such quitclaim."<sup>[20]</sup>

### ***Riding of the Labor Arbiter***

On April 27, 2009, the LA rendered a Decision declaring that petitioners illegally dismissed respondent, the decretal portion of which reads:

WHEREFORE, foregoing premises considered, we find the complaint against respondents impressed with merit. Accordingly the latter is held liable to pay complainant the salaries equivalent to eight months unexpired portion of the ten[-]month employment contract. Further awarded is ten percent of the total judgment award as attorney's fees, the computation of which is shown in Annex 'A' and made an integral part hereof.

The rest of complainant's monetary claims are dismissed for lack of merit including respondents' counterclaim against the complainant.

SO ORDERED.<sup>[21]</sup>

## ***Ruling of the National Labor Relations Commission***

In its Decision dated July 31, 2009, the NLRC set aside the Decision of the LA and dismissed the case for lack of merit.

The NLRC was convinced that respondent's performance as chief cook was below the company's standard. It declared that the delay in filing the case proved the weakness of respondent's claim. It likewise held against respondent his execution of a quitclaim discharging petitioners from any liability in his favor.

The NLRC also denied respondent's Motion for Reconsideration<sup>[22]</sup> in a Resolution dated October 23, 2009.

Respondent thus filed a Petition for *Certiorari*<sup>[23]</sup> before the CA ascribing grave abuse of discretion on the part of the NLRC in finding that he was legally dismissed and was afforded due process of law.

## ***Ruling of the Court of Appeals***

On July 29, 2011, the CA rendered the assailed Decision, the dispositive portion of which reads:

FOR THESE REASONS, the petition is GRANTED. The NLRC Decision and Resolution dated July 31, 2009 and October 23, 2009, respectively, are ANNULLED and SET ASIDE. The Decision of Labor Arbiter Thelma M. Concepcion dated April 27, 2009 is REINSTATED.

SO ORDERED.<sup>[24]</sup>

The CA noted that petitioners dismissed respondent because of his alleged incompetence and/or poor performance, as indicated in the Report of incompetent action/insubordination/indiscipline. The CA, however, found that this Report was neither authenticated nor supported by credible evidence. It also found that the Report did not explain or give details as regards the circumstances surrounding the supposed incompetence and poor performance of respondent.

The CA further emphasized that electronic evidence, such as electronic mails (e-mails), must first be proved and authenticated before they are received in evidence. It also held that even if such e-mails were admitted in evidence, they could not support respondent's dismissal as they were based upon the self-serving statements of the officers of petitioners.

The CA likewise held that the subject quitclaim did not preclude the filing of an illegal dismissal case against petitioners. It also held that while respondent executed a quitclaim, the same was invalid for want of fair and credible consideration.

In the assailed Resolution dated January 2, 2012, the CA denied petitioners' Motion for Reconsideration.<sup>[25]</sup>

Hence, petitioners filed this Petition raising the following issues:

## **Issues**

1. WHETHER xxx THE RESPONDENT IS ESTOPPED OR BARRED BY LACHES FROM CLAIMING THAT HE WAS ILLEGALLY DISMISSED SINCE IT TOOK HIM ALMOST TWO (2) YEARS TO MAKE SUCH CLAIM AGAINST THE PETITIONERS.
2. WHETHER xxx RESPONDENT'S CLAIMED ILLEGAL DISMISSAL IS NEGATED BY HIS ACT OF APPLYING FOR RE-DEPLOYMENT WITH THE PETITIONERS AND WHICH HE EVEN ARBITRARILY DECLINED WHEN HE WAS SO SCHEDULED TO JOIN THE CROWLEY VESSEL.
3. WHETHER xxx RESPONDENT'S CLAIMED ILLEGAL DISMISSAL IS NEGATED BY HIS VOLUNTARILY EXECUTED QUITCLAIM AFTER HIS REPATRIATION AND IN FAVOR OF THE PETITIONERS.
4. WHETHER xxx PETITIONERS' ADDUCED EVIDENCE WOULD NOT CONSTITUTE AS SUBSTANTIAL EVIDENCE TO PROVE THE RESPONDENT'S INCOMPETENCE AND POOR PERFORMANCE AND xxx JUSTIFIED HIS DISMISSAL FROM EMPLOYMENT.<sup>[26]</sup>

Petitioners maintain that respondent was aware of the reason for his repatriation and accepted the cause thereof as shown by his failure to immediately file a claim against them. Besides, he repeatedly followed up his possible redeployment with them. He was in fact scheduled for deployment in January 2008, but declined it.

Petitioners also contend that respondent voluntarily executed a quitclaim. This quitclaim was based on sufficient consideration because they paid him his accrued benefits.

Petitioners likewise posit that respondent's incompetence and poor performance were supported by substantial evidence; that even in his Position Paper respondent admitted that his work performance did not sit well with the captain; that if it were not for his poor work performance then the captain would have no reason to reprimand him everyday; and that respondent could not deny that he was hampered by his stiff right arm in performing his duties. Petitioners assert that they informed respondent of his poor performance through the aforesaid Report which he declined to receive. They likewise argue that the entries in the Report were based on entries in the vessel's logbook that deserve consideration.

Petitioners moreover argue that the captain of the previous vessel where respondent was deployed also complained about his poor performance.

Respondent counters that petitioners illegally dismissed him on September 12, 2007 and he filed a Complaint against them on August 27, 2008 and that in the intervening dates he claimed from petitioners what was rightfully his but to no avail; and that the filing of this case against petitioners after more than one year from his repatriation did not prove that his action was weak.

Respondent also argues that the allegation that he repeatedly followed up his possible re-deployment was petitioners' very own uncorroborated assertion; and that what he actually followed up with petitioners was his monetary claim for benefits unjustifiably withheld; that even assuming that he did follow up his possible re-deployment, that does not amount to a waiver of his right to contest his illegal