

SECOND DIVISION

[G.R. No. 160474, July 09, 2008]

**PHILIPPINE LONG DISTANCE TELEPHONE COMPANY, INC.,
PETITIONER, VS, ANTONIO T. REUS, RESPONDENT.**

DECISION

BRION, J.:

Before us is the Petition for Review on *Certiorari* under Rule 45 of the Rules of Court filed by the Philippine Long Distance Telephone Company, Inc. (*petitioner*). It seeks to set aside:

(a) the decision of the Court of Appeals (CA) dated March 28, 2003 which granted Antonio T. Reus' (*respondent*) petition for *mandamus* and ordered the execution of the decision of the Labor Arbiter dated July 24, 1991, as modified by the decision of the National Labor Relations Commission (NLRC) dated October 7, 1993; and,

(b) the CA Resolution dated October 17, 2003 denying the motion for reconsideration that the petitioner subsequently filed.

THE ANTECEDENTS

The dispute has its roots in a complaint for illegal dismissal with claims for moral and exemplary damages filed in 1990 by the respondent against the petitioner. The respondent had been in the petitioner's employ for sixteen (16) years and three (3) months when he was dismissed from employment on October 31, 1990 for shortages in his collections.^[1] He was at that time a long distance booth attendant assigned to the petitioner's Taft Avenue Office.

On July 24, 1991, Labor Arbiter Cornelio L. Linsangan upheld the respondent's dismissal, but required the petitioner to pay the respondent Php 2,000.00 as indemnity for the failure to afford the respondent a hearing. While he sustained the dismissal, the Labor Arbiter noted that the petitioner had an existing retirement plan and ordered the petitioner to pay the respondent "*any retirement benefit complainant may be entitled under the plan.*"^[2]

Both the petitioner and the respondent appealed to the NLRC. On October 7, 1993, the NLRC promulgated its decision (*1993 NLRC decision*) modifying the decision of Arbiter Linsangan (*Linsangan decision*). It affirmed the respondent's dismissal, but ordered him paid benefits under the petitioner's retirement plan, less the amount of the lost collection and other outstanding obligations of respondent.^[3]

The parties' attempt to secure a reconsideration of the 1993 NLRC decision both proved fruitless, prompting them to elevate the case to this Court through their respective petitions for *certiorari*. We dismissed the respondent's petition - G.R. No.

113737 - for nonpayment of sheriff's fees and clerk's commission as required by Revised Circular 1-88 and for the petitioner's failure to show that the NLRC gravely abused its discretion in its ruling.^[4] We likewise dismissed the petitioner's petition - G.R. No. 113335 -for its own failure to establish that the assailed decision was tainted with grave abuse of discretion. The Court's resolutions of dismissal became final on March 15, 1995 and were entered in the Book of Entry of Judgment.^[5]

The respondent forthwith moved for the execution of the 1993 NLRC decision. On November 2, 1995, Arbiter Linsangan issued an order directing the petitioner to pay the respondent retirement benefits in the amount of Php 158,849.60 based on the computation made by the Research and Information Unit of the NLRC. ^[6] In issuing the order, Arbiter Linsangan relied on the 1993 NLRC decision that he had found to have become final and executory. The respondent moved for the issuance of a writ of execution which the petitioner opposed on the contention that it had not received a copy of Arbiter Linsangan's November 2, 1995 Order.

Arbiter Linsangan issued the requested writ on December 12, 1995 ^[7] while Labor Arbiter Ramon Reyes (who took over the case upon the retirement of Arbiter Linsangan) issued on May 14, 1996 an order directing the sheriff of the NLRC to proceed with the execution of the award.^[8] On September 27, 1996, Sheriff Conrado O. Gaddi issued a Notice of Garnishment to the PCI Bank, Makati Branch.

On May 28, 1996, the petitioner appealed Arbiter Reyes' order to the NLRC with the submission that it never received a copy of the November 2, 1995 Order of Arbiter Linsangan, and that the respondent was not entitled to the benefits program of the company because he was only 36 years old and had rendered only 16 years of service at the time of his dismissal.^[9]

The NLRC found merit in the petitioner's appeal and resolved on July 29, 1998 to vacate Arbiter Linsangan's Order of November 2, 1995. It ordered that the records of the case be remanded for the computation of the respondent's benefits under the retirement plan and that a Writ of Execution be issued if he is entitled to benefits thereunder.^[10] The respondent did not question this July 29, 1998 NLRC decision (the *1998 NLRC decision*).

On October 27, 1998, the respondent filed a motion for the issuance of a third alias writ of execution of the 1993 NLRC decision.^[11] After the parties' submissions, Arbiter Reyes granted the motion on September 3, 1999 and ordered the petitioner to pay the respondent retirement benefits as computed by the NLRC. He declared as null and void the 1998 NLRC decision.

On February 14, 2000, the petitioner appealed the Order of Arbiter Reyes to the NLRC, contending that Arbiter Reyes had acted in excess of authority and without jurisdiction in declaring the 1998 NLRC decision null and void; had committed palpable error in granting the motion for issuance of the third alias writ; and had gravely erred in ordering the petitioner to pay the respondent retirement benefits.
^[12]

Again, the respondent moved for the execution of the 1993 NLRC decision and the September 3, 1999 Order of Arbiter Reyes. The Labor Arbiter this time refused to

issue the writ, consequently forcing the respondent to seek relief from the CA *via* a petition for *mandamus* and prohibition. [13]

On December 14, 2001, while the respondent's petition for *mandamus* was pending before the CA, the NLRC granted the petitioner's appeal and annulled the September 3, 1999 Order of Arbiter Reyes. [14] The NLRC reiterated the modifications it made in its 1993 NLRC decision, clarifying that the respondent's retirement benefits are to be paid after determination of his qualification to receive these benefits under the company retirement plan. Again, the respondent did not appeal.

In the meantime, the CA, in a Decision dated March 28, 2003, granted the respondent's petition for *mandamus*. [15] It directed the Labor Arbiter to execute the Linsangan decision as modified by the 1993 NLRC decision. The petitioner moved for the reconsideration of the CA Decision, but the CA denied this motion. [16]

On July 18, 2003, the respondent filed a motion for the issuance of a writ of execution [17] which Labor Arbiter Joselito C. Villarosa granted in an Order dated September 2, 2003. [18] On September 23, 2003, Arbiter Ramon Reyes issued a third alias writ of execution. [19] The sheriffs of the NLRC garnished on October 13, 2003 the petitioner's *supersedeas* bond corresponding to the computed award of Php 158,849.40. [20] On October 16, 2003, the petitioner moved to quash the writ.

The surety company issued and deposited in the NLRC's account RCBC Check No. 000711787 dated November 3, 2003 for the full awarded amount. [21] In an Order dated December 16, 2003, Arbiter Reyes directed the Cashier of the NLRC to release to the respondent the garnished award. [22] On January 26, 2004, respondent manifested before this Court [23] that pursuant to the Order of Arbiter Reyes, the NLRC released to him (the respondent) the check representing the awarded benefits.

THE PETITION

Petitioner submits that in the absence of a showing that the respondent had a clear right to the payment of retirement benefits, the CA seriously erred in granting the respondent's petition for *mandamus* and in ordering the Labor Arbiter to issue a writ of execution. It contends that the respondent is clearly not entitled to benefits under the plan and hence should not be paid benefits thereunder.

The petitioner likewise argues that the assailed CA Decision and Resolution are null and void for having been issued in excess of the Linsangan decision, as modified by the 1993 NLRC decision. It admits though that the 1993 NLRC decision had already attained finality and the CA Decision of March 28 2003, as well as the subsequent Orders of the Labor Arbiter, was mainly intended to implement the 1993 NLRC decision. It posits that the execution of the judgment should conform strictly with the decision being implemented [24] and asks the question "what is the decision to be executed and how should it be implemented?"

In answering this question, the petitioner points out that the Linsangan decision ordered payment under the retirement plan if the respondent is entitled to benefits

under the plan, while the 1993 NLRC decision modified this aspect of the Linsangan decision by simply ordering the petitioner to pay the respondent benefits under the company retirement plan.^[25] Under this reading, the petitioner claims that the respondent must be qualified for retirement benefits under the plan in order to be entitled to payment. It then proceeds to show that the respondent, who was 36 years old and had served for 16 years, was not qualified under the plan which required that an employee be 65 years of age for compulsory retirement, or at least 50 years of age or has completed 30 years of service for optional retirement.

The petitioner adds that the writ of execution issued by the Labor Arbiter pursuant to the March 28, 2003 CA Decision should not be allowed because it was issued in excess of the terms of the decision being implemented; otherwise, the CA would have effectively amended or reversed the Linsangan decision that had lapsed to finality.

Finally, the petitioner submits that the anomalous situation could have been avoided had the CA simply considered the two (2) final Resolutions of the NLRC dated July 29, 1998 and December 14, 2001 which both ruled that the respondent is not entitled to a writ of execution because his right to payment of retirement benefits has yet to be determined in accordance with the petitioner's retirement plan. The petitioner stresses that the two Resolutions became final when the respondent did not question them before the NLRC or the higher courts.

In its Comment with Motion to Dismiss the Petition dated January 15, 2004,^[26] the respondent points out that this Court has long ruled on the 1993 NLRC decision, and that this Court's Decision of February 6, 1995 had long become final and executory as evidenced by the Entry of Judgment dated March 15, 1995. He thus insists that his legal right to the benefits under the petitioner's retirement plan has been clearly recognized by this Court. He contends that the 1998 NLRC decision that modified the 1993 NLRC decision is null and void and should have no legal effect.

The respondent bewails that the NLRC took cognizance of the petitioner's appeal from the Order of Labor Arbiter Ramon Reyes of May 14, 1996 when this order was interlocutory and was therefore not an appealable ruling. He points out that the only issue raised in the appeal was whether Labor Arbiter Ramon Reyes gravely abused his discretion in holding that petitioner actually and physically received the Order of Arbiter Linsangan dated November 2, 1995.

OUR RULING

We deny the petition as the CA committed no reversible error in granting the respondent's petition for *mandamus*. The execution of the 1993 NLRC decision has long been overdue; it became final and executory more than a decade ago when this Court dismissed the petitions for *certiorari* filed by both the petitioner and the respondent to assail this decision. To reiterate, this Court's own resolutions of dismissal that upheld the 1993 NLRC decision were entered in the Book of Entry of Judgment on March 15, 1995 or more than thirteen (13) years ago.

We find it significant that the petitioner itself admits that the 1993 NLRC decision to be implemented in this case is already final. The petition itself states: