

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 Docuyanan 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, obsolete and worthless currency, but still payable to Gutierrez in Philippine Peso equivalent.

The power of the Labor Arbiter to make, at the first instance, a computation of monetary award in an illegal dismissal case is sanctioned by the NLRC Rules of Procedure.^[34] Implied from this original computation is its currency up to the finality of the decision.^[35] Indeed, on one hand, had the case purely involved an employee's claim for a specific sum of money, the computation would carry such a continuing currency that any adjustment or change might only be on the interest that would run from the finality of the decision until full satisfaction of the judgment obligation. On the other hand, in a claim that relates to status, such as in illegal dismissal cases, what is principally implemented is the declaratory finding on the status, rights and obligations of the parties, and the monetary consequence only follows as a mere incidental component of said finding.^[36]

That the Labor Arbiter has been impelled to make an allowance for the conversion of the money award to happen inspite of the demonitization of the Irish Pound, is well in accord with Republic Act No. 8183.^[37] This law authorizes obligations incurred in foreign currency to be discharged in our local money at the prevailing rate of exchange at the time of payment. In other words, because it is just and fair to preserve the real value of the foreign exchange-incurred obligation to the date of its payment,^[38] it is just as much legal and logical to take into account the fact that the exchange rate at the time of execution was already measured in terms of the Euro.

At any rate, *Session Delights Ice Cream, and Fast Foods v. Court of Appeals*^[39] instructs that a re-computation of the monetary award is indeed part of the law that is read into the decision. The re-computation of the consequences of an illegal dismissal, to accommodate the reliefs that continue to add on until full satisfaction of the award, even upon execution of the decision does not constitute an alteration or amendment of the final decision being implemented. Indeed, the ruling on the illegality of the dismissal stands, and only the computation of the monetary consequences must adapt to changes albeit without running foul to the principle of immutability of a final judgment.^[40]

With approval, we quote the observation made by the Court of Appeals on this matter:

The Writ of Execution did not alter the essential particulars of the judgment to be executed. The original *fallo* provides that the money judgment is payable in Philippine Peso at the rate of exchange prevailing at the time of payment. To be able to convert the said money judgment from Irish Pound to Philippine Peso, it is necessary to first convert it to Euro since Irish Pound

is no longer used as currency, and from Euro to Philippine Peso, which is ultimately the currency that the money judgment was made payable in the judgment sought to be executed. Hence, the writ of execution did not deviate, but is all the more in accordance with the final and executory judgment.^[41]

Finally, Sameer likewise questions the validation given by the Court of Appeals to the manner by which the Labor Arbiter has come by the re-computation of the monetary award. Yet inasmuch as it thereby would have this Court look into a deeply technical matter which is best left to the sound judgment of the labor tribunal below, we decline to address this issue further. Suffice it to say that mathematical computations are painted in jurisprudence as factual determinations^[42] and, thus, generally beyond the province of this Court, especially when supported by substantial evidence and affirmed by the appellate court.^[43] Well-recognized exceptions^[44] to this rule abound, but not one is applicable in this instant petition.

WHEREFORE, the petition is **DENIED**.

SO ORDERED.

Carpio, Acting C.J., (Chairperson), Perlas-Bernabe, Caguioa, and Lazaro-Javier, JJ., concur.

^[1] Under Rule 45 of the Rules of Court.

^[2] Penned by Associate Justice Ramon Cruz, with Associate Justices Rebecca De Guia-Salvador and Marlene Gonzales-Sison, concurring; *rollo*, pp. 36-47.

^[3] Signed by the same Third Division members, except Associate Justice Rebecca De Guia-Salvador who retired in the interim and replaced by Associate Justice Remedios Salazar-Fernando; *id.* at 33-34. *rollo*, pp. 33-34.

^[4] *Sameer Overseas Placement Agency, Inc. v. National Labor Relations Commission Sixth Division and Josefa Gutierrez*.

^[5] Sameer was declared solidarity liable with Rizalina Lamzon and the Irish Nursing Home Organization Limited. Note that among the issues that had been raised since the execution stage was the fact that the writ of execution as well as the final decision in the illegal dismissal case omitted the corporate identifier "Inc." to identify Sameer. It argued that there had been an erroneous service of the writ as it had been directed to a wrong party. This issue, however, has already been settled by the appellate court, thus, released from the main issues in the present petition.

^[6] Signed by Labor Arbiter Natividad M. Roma, *rollo*, pp. 65-66.

^[7] *Id.*

^[8] Via a petition for review on *certiorari* docketed as GR. No. 188231.

[9] Dated March 8, 2010.

[10] Dated August 16, 2010.

[11] See CA Decision, *supra* note 2, at 38.

[12] Motion for the Issuance of a Writ of Execution; *rollo*, pp. 67-72.

[13] Signed by Labor Arbiter Jenneth Mapiza; *id.* at 73-78.

[14] *Id.* at 77-78.

[15] Urgent Motion to Quash/Recall Writ of Execution dated July 31, 2012; *id.* at 79-86.

[16] *Id.* at 104-108.

[17] Under Section 1 Rule XII of the 2011 NLRC Rules; *id.* at 109-130.

[18] Penned by Presiding Commissioner Joseph Gerard Mabilog, with Commissioner Isabel G. Panganiban-Ortiguerra and Commissioner Nieves E. Vivar-De Castro, concurring; *id.* at 136-139.

[19] See Resolution dated April 30, 2013; *id.* at 151-152.

[20] *Id.* at 153-175.

[21] *Supra* note 2.

[22] *Rollo*, pp. 33-34.

[23] *Id.* at 13-15.

[24] *Id.* at 233-246.

[27] *Id.* at 251.

[25] *Id.* at 242-243.

[27] *Id.* at 249-250.

[28] See *Lim v. HMR Philippines, Inc.*, 740 Phil 353, 367-368 (2014), citing *Session Delights Ice Cream and Fast Foods v. Court of Appeals*, 625 Phil. 612, 623-624 (2010).

[29] *Id.* at 370, citing *Session Delights Ice Cream and Fast Foods v. Court of Appeals*, *supra*.

[30] *Id.* at 371.

[31] https://europa.eu/european-union/about-eu/countries/member-countries/ireland_en#overview (visited March 11, 2019).

[32] https://ec.europa.eu/info/business-economy-euro/euro-area/what-euro-area_en; (visited March 11, 2019). https://europa.eu/european-union/about-eu/countries/member-countries/ireland_en#overview (visited March 11, 2019).

[33] The Irish Pound Notes and Coins (Cessation of Legal Tender Status) Order, 2001; <http://www.irishstatutebook.ie/eli/2001/si/313/made/en/print> (visited March 11, 2019).

[34] Section 13, Rule VII materially states that the Labor Arbiter of origin, in cases involving monetary awards and at all events, as far as practicable, shall embody in any such decision or order the detailed and full amount awarded.

[35] *Session Delights Ice Cream and Fast Foods v. Court of Appeals*, supra, at 626.

[36] Id. at 627-628.

[37] Entitled AN ACT REPEALING REPUBLIC ACT NUMBERED FIVE HUNDRED TWENTY-NINE, AS AMENDED, ENTITLED "AN ACT TO ASSURE THE UNIFORM VALUE OF PHILIPPINE COIN AND CURRENCY," issued on 11 June 1996.

[38] See *Asia World Recruitment, Inc. v. National Labor Relations Commission*, 371 Phil. 745, 753 (1999); and *C.F. Sharp & Co., Inc. v. Northwest Airlines, Inc.*, 431 Phil. 11, 20 (2002).

[39] Supra note 28.

[40] Id. at 629.

[41] *Rollo*, p. 46.

[42] *Spouses Sy v. China Banking Corp.*, 792 Phil. 101, 107 (2016), citing *National Transmission Corp. v. Alphaomega Integrated Corp.*, 740 Phil. 87 (2014).

[43] *Spouses Sy v. China Banking Corp.*, supra.

[44] Id. at 107-108, citing *New City Builders, Inc. v. NLRC*, 499 Phil. 207, 212-213 (2005). The noted exceptions are: When the conclusion is a finding grounded entirely on speculation, surmises and conjectures; When the inference made is manifestly mistaken, absurd or impossible; Where there is a grave abuse of discretion; When the judgment is based on a misapprehension of facts; When the findings of fact are conflicting; When the Court of Appeals, in making its findings, went beyond the issues of the case and the same is contrary to the admissions of both appellant and appellee; When the findings are contrary to those of the trial court; When the findings of fact are conclusions without citation of specific evidence on which they are based; When the facts set forth in the petition as well as in the petitioners' main and reply briefs are not disputed by the respondents; and When the findings of fact of the Court of Appeals are premised on the supposed absence of evidence and contradicted by the evidence on record.



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