



Republic of the Philippines  
**Supreme Court**  
 Manila

CERTIFIED TRUE COPY  
  
 WILFREDO V. LATTAN  
 Division Clerk of Court  
 Third Division

JUN 01 2019

**THIRD DIVISION**

**PANASONIC MANUFACTURING  
 PHILIPPINES CORPORATION  
 (formerly MATSUSHITA  
 ELECTRIC PHILIPPINES CORP.),**

Petitioner,

- versus -

**JOHN PECKSON,**

Respondent.

**G.R. No. 206316**

Present:

PERALTA, J.,  
*Chairperson,*  
 LEONEN,  
 A. REYES, JR.,  
 HERNANDO, and  
 CARANDANG,\* JJ.

Promulgated:

March 20, 2019

X-----X

**DECISION**

**REYES, A., JR., J.:**

Challenged before this Court *via* this Petition for Review on *Certiorari*<sup>1</sup> under Rule 45 of the Rules of Court is the Decision<sup>2</sup> dated December 7, 2012 of the Court of Appeals (CA) in CA-G.R. SP No. 118641, and its Resolution<sup>3</sup> dated March 15, 2013, which set aside the Decisions dated May 11, 2010<sup>4</sup> and September 30, 2010<sup>5</sup> 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.

\* Designated as additional Member per Special Order No. 2624 dated November 28, 2018.

<sup>1</sup> *Rollo*, pp. 3-33.

<sup>2</sup> Penned by Associate Justice Florito S. Macalino, with Associate Justices Sesinando E. Villon and Manuel M. Barrios, concurring; *id.* at 35-50.

<sup>3</sup> *Id.* at 53-55.

<sup>4</sup> Rendered by Commissioner Romeo L. Go, with Presiding Commissioner Gerardo C. Nograles and Commissioner Perlita B. Velasco; *id.* at 288-289.

<sup>5</sup> *Id.* at 304-307.

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.<sup>6</sup> 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<sup>7</sup>

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:<sup>8</sup>

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<sup>9</sup>

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 13<sup>th</sup> month pay and

---

<sup>6</sup> Id. at 36-37.

<sup>7</sup> Id.

<sup>8</sup> Id. at 37.

<sup>9</sup> Id.



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.<sup>10</sup> 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.<sup>11</sup> 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.<sup>12</sup> However, De Jesus allegedly told Peckson that he was disregarding the PNP report and threatened to terminate Peckson's employment the very next day,<sup>13</sup> 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.<sup>14</sup>

#### *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.<sup>15</sup>

---

<sup>10</sup> Id. at 37.

<sup>11</sup> Id.

<sup>12</sup> Id. at 38.

<sup>13</sup> Id.

<sup>14</sup> Id.

<sup>15</sup> Id. at 207.



The dispositive portion of the LA's Decision<sup>16</sup> dated November 28, 2006 reads:

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

SO ORDERED.<sup>17</sup>

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.<sup>18</sup>

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.<sup>19</sup> As such, the NLRC affirmed the decision of the LA *in toto*, in its Decision<sup>20</sup> dated September 30, 2010:

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

SO ORDERED.<sup>21</sup>

### *Proceedings in the CA*

Finding merit in Peckson's appeal, the CA reversed the decisions of the lower courts in a Decision<sup>22</sup> promulgated on December 7, 2012.<sup>23</sup> 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."<sup>24</sup> As De Jesus made Peckson believe that the latter would be reinstated after he

---

<sup>16</sup> Id. at 205-208.

<sup>17</sup> Id. at 208.

<sup>18</sup> Id. at 39.

<sup>19</sup> Id. at 307.

<sup>20</sup> Id. at 304-307.

<sup>21</sup> Id. at 307.

<sup>22</sup> Id. at 35-50.

<sup>23</sup> Id. at 41.

<sup>24</sup> Id. at 43.

*Meyer*

filed his resignation, the CA found that Peckson was constructively dismissed, and as such he was entitled to his full backwages including his 13<sup>th</sup> 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 13<sup>th</sup> 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.<sup>25</sup>

Panasonic's Motion for Reconsideration was denied.<sup>26</sup> 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

<sup>25</sup> Id. at 49.

<sup>26</sup> CA Resolution dated March 15, 2013, id. at 53-55.



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.<sup>27</sup>

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.<sup>28</sup> 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.<sup>29</sup>

On the part of Peckson, he counters that the CA 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.<sup>30</sup> 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.<sup>31</sup>

Peckson also alleges that Panasonic failed to address his accusation that he was invalidly put on floating status.<sup>32</sup> 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.<sup>33</sup>

### **Ruling of the Court**

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

---

<sup>27</sup> Id. at 4.

<sup>28</sup> Id. at 22.

<sup>29</sup> Id. at 24.

<sup>30</sup> Id. at 507.

<sup>31</sup> Id. at 510.

<sup>32</sup> Id. at 508.

<sup>33</sup> Id. at 510.



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.<sup>34</sup> 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.<sup>35</sup>

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-à-vis* its relation to forced or voluntary resignation, was discussed in *Gan v. Galderma Philippines, Inc., et al.*<sup>36</sup> 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 by an employer becomes so unbearable on the part of the employee that it could foreclose any choice by him except to forego his continued employment. There is involuntary resignation due to the harsh, hostile, and unfavorable conditions set by the employer. The test of constructive dismissal is whether a reasonable person in the employee's position would have felt compelled to give up his employment/position under the circumstances.

On the other hand, "[r]esignation is the voluntary act of an employee who is in a situation where one believes that personal reasons cannot be sacrificed in favor of the exigency of the service, and one has no

---

<sup>34</sup> *South East International Rattan, Inc., et al. v. Coming*, 729 Phil. 298, 305 (2014).

<sup>35</sup> *Vicente v. CA (Former 17<sup>th</sup> Division)*, 557 Phil. 777, 784 (2007).

<sup>36</sup> 701 Phil. 612 (2013).



other choice but to dissociate oneself from employment. It is a formal pronouncement or relinquishment of an office, with the intention of relinquishing the office accompanied by the act of relinquishment. As the intent to relinquish must concur with the overt act of relinquishment, the acts of the employee before and after the alleged resignation must be considered in determining whether he or she, in fact, intended to sever his or her employment."<sup>37</sup> (Citation omitted)

To note, the intent to relinquish must concur with the overt act of relinquishment; hence, the acts of the employee before and after the alleged resignation must be considered in determining whether he, in fact, intended to terminate his employment. In illegal dismissal cases, it is a fundamental rule that when an employer interposes the defense of resignation, on him necessarily rests the burden to prove that the employee indeed voluntarily resigned.<sup>38</sup>

Guided by these legal precepts, a judicious review of the facts on record will show that Panasonic was able to show Peckson's voluntary resignation.

*First*, the company aptly proved that Peckson's resignation letters showed the voluntariness of his separation from Panasonic. While the fact of filing a resignation letter alone does not shift the burden of proof, and it is still incumbent upon the employer to prove that the employee voluntarily resigned,<sup>39</sup> in this case, the facts show that the resignation letters are grounded in Peckson's desire to leave the company as opposed to any deceitful machination or coercion on the part of Panasonic.

The very contents of the letters show not only any lack of reluctance or tension on the part of Peckson, but in fact express gratitude and well wishes, without qualification, nor do they show any sign of aggression, bitterness, or hostility towards his former employer. In *Bilbao v. Saudi Arabian Airlines*,<sup>40</sup> the Court found as voluntary the resignation of the complainant, whose clear use of words of appreciation and gratitude negated the notion that she was forced and coerced to resign. Likewise, the Court held in *Rodriguez v. Park N Ride Inc., et al.*,<sup>41</sup> that the petitioner-employee voluntarily resigned as evidenced in part by her submission of two resignation letters containing words of gratitude.

*Second*, the Court finds that Peckson's subsequent and contemporaneous actions belie his claim that he was subjected to harassment on the part of Panasonic. Peckson neglected to show any sign that he had reached out to company management regarding his alleged complaints with

---

<sup>37</sup> Id. at 638-639.

<sup>38</sup> *Central Azucarera de Bais, Inc., et al. v. Siason*, 765 Phil. 399, 407 (2015).

<sup>39</sup> *ICT Marketing Services, Inc. v. Sales*, 769 Phil. 498, 511 (2015).

<sup>40</sup> 678 Phil. 793 (2011).

<sup>41</sup> 807 Phil. 747 (2017).

*Meyer*



De Jesus or any other employee of Panasonic, and if he did, he failed to show the same. It would stand to reason that if Peckson had legitimate grievances, he would have raised them up with management. While Peckson alleges that he sent two complaint-affidavits detailing the acts of abuse heaped on him, as well as his being put on floating status, the Court notes that Peckson was unable to proffer any proof that he sent these to Panasonic. The lack of any proof that he did, without any evidence of intimidation or coercion, should highlight the intangibility of these accusations.

Even when given the opportunity to alert management regarding his grievances during the last days of his employment with Panasonic, Peckson conspicuously failed to do so. As seen in the Exit Interview Form filled up by Peckson, to wit:

Q: Why are you leaving the Company? (Ask employee to fill up form B and probe on reasons cited. Draw out critical incidents, comments or suggestions.) Please rank reason(s) in order of priority.

A: To work for another FMCG company.

Q: What did you like most/least about working in this Company? (Draw out comments about job management, peers, compensation, advancement, etc.)

A: A very structured/layered organization.  
Human Resource Dept. was very supportive of me.<sup>42</sup>

While Peckson later on ticked a box in the form stating “Personality conflict with manager” as one of the factors influencing his decision to leave Panasonic in page 2 of the Exit Interview Form,<sup>43</sup> he did not expound on the same. In fact, he ticked several other boxes, such as “Dissatisfied with pay and compensation scheme,” “Desire for more responsibilities/higher status,” as well as even reiterating his reason to “Consider working for another FMCG company.”<sup>44</sup>

Thus, Peckson’s assertion that he was instructed to express gratitude in his letter cannot be used as proof of the company’s alleged transgressions, as the same is self-serving and uncorroborated by any substantial evidence. Also, Peckson’s claim that he was put on floating status after he was allegedly instructed to file a resignation letter does not hold water. It makes no sense for an employee to file a resignation letter solely based on an alleged promise that said employee would be later reinstated by the company. This, especially as Peckson’s only proof of said arrangement is

---

<sup>42</sup> Rollo, p. 71.

<sup>43</sup> Id. at 72.

<sup>44</sup> Id.

*Meze*

the conversation he had with management, which, again, is supported by nothing but his bare testimony.

Likewise does the Court find untenable Peckson's claim that he was merely coerced into signing the quitclaim and release. The Court has previously held that voluntary agreements, which include quitclaims, entered into and represented by a reasonable settlement are binding on the parties which may not be later disowned simply because of a change of mind.<sup>45</sup> It is only where there is clear and substantial proof that "the waiver was wangled from an unsuspecting or gullible person, or the terms of the settlement are unconscionable, that the law will step in to bail out the employee."<sup>46</sup>

In *Iladan v. La Suerte Int'l. Manpower Agency, Inc., et al.*,<sup>47</sup> the Court struck down an employee's assertion that she did not resign voluntarily and there was an irregularity in her Release, Waiver, and Quitclaim form, using as basis the lack of evidence of such, as well as her actions indicating otherwise. To wit:

In the instant case, Iladan executed a resignation letter in her own handwriting. She also accepted the amount of P35,000.00 as financial assistance and executed an Affidavit of Release, Waiver and Quitclaim and an Agreement, as settlement and waiver of any cause of action against respondents. The affidavit of waiver and the settlement were acknowledged/subscribed before Labor Attache Romulo on August 6, 2009, and duly authenticated by the Philippine Consulate. An affidavit of waiver duly acknowledged before a notary public is a public document which cannot be impugned by mere self-serving allegations. Proof of an irregularity in its execution is absolutely essential. The Agreement likewise bears the signature of Conciliator-Mediator Diaz. Thus, the signatures of these officials sufficiently prove that Iladan was duly assisted when she signed the waiver and settlement. Concededly, the presumption of regularity of official acts may be rebutted by affirmative evidence of irregularity or failure to perform a duty. In this case, no such evidence was presented. Besides, "[t]he Court has ruled that a waiver or quitclaim is a valid and binding agreement between the parties, provided that it constitutes a credible and reasonable settlement, and that the one accomplishing it has done so voluntarily and with a full understanding of its import." Absent any extant and clear proof of the alleged coercion and threats Iladan allegedly received from respondents that led her to terminate her employment relations with respondents, it can be concluded that Iladan resigned voluntarily.<sup>48</sup> (Citations omitted)

As Peckson failed to present any relevant evidence aside from his own self-serving declarations, the Court cannot countenance his claims especially considering the legal dictum that he who asserts, not he who denies, must prove.<sup>49</sup> In the absence of such, the Court must rely on the actual proof

<sup>45</sup> *Auza, Jr., et al. v. MOL Philippines, Inc., et al.*, 699 Phil. 62, 83-84 (2012).

<sup>46</sup> *Id.*

<sup>47</sup> 776 Phil. 591 (2016).

<sup>48</sup> *Id.* at 600-601.

<sup>49</sup> *Portuguez v. GSIS Family Bank*, 546 Phil. 140, 156-157 (2007).

*Meyer*

presented as evidence, *i.e.*, the resignation letters of Peckson showing his voluntary separation from the company, and not the mere allegations of fraud and deception that have characterized Peckson's grievances as the latter tried to explain his apparent involuntary resignation.

In *BMG Records (Phils.), Inc. v. Aparecio*,<sup>50</sup> the Court found that based on the evidence presented, therein respondent's claims of machinations on the part of the petitioner company to induce him to resign were completely unsupported by proof:

Based on the pleadings, this Court finds nothing to support Aparecio's allegation that fraud was employed on her to resign. Fraud exists only when, through insidious words or machinations, the other party is induced to act and without which, the latter would not have agreed to. This Court has held that the circumstances evidencing fraud and misrepresentation are as varied as the people who perpetrate it, each assuming different shapes and forms and may be committed in as many different ways. Fraud and misrepresentation are, therefore, never presumed; it must be proved by clear and convincing evidence and not mere preponderance of evidence. Hence, this Court does not sustain findings of fraud upon circumstances which, at most, create only suspicion; otherwise, it would be indulging in speculations and surmises.<sup>51</sup>

In summation, Peckson failed to show any substantial evidence that he was treated unfairly and, thus, he was forced to resign. As supposed proof, Peckson only produced his affidavits and the PNP Crime Laboratory Report. He failed to show any tangible acts of harassment, insults, and any abuse that would warrant a possible finding of constructive dismissal. Even Peckson's belated filing of a complaint highlight the lack of merit to his accusations, especially as he was unable to give any valid reason why he hesitated in filing the same.

This sort of delay has already been held to be supportive proof that the resignation leaned more towards being voluntary a mere afterthought. In *Vicente v. CA*:<sup>52</sup>

Subsequently, petitioner stopped reporting for work although she met with the officers of the corporation to settle her accountabilities but never raised the alleged intimidation employed on her. **Also, though the complaint was filed within the 4-year prescriptive period, its belated filing supports the contention of respondent that it was a mere afterthought. Taken together, these circumstances are substantial proof that petitioners resignation was voluntary.**

Hence, petitioner cannot take refuge in the argument that it is the employer who bears the burden of proof that the resignation is voluntary and not the product of coercion or intimidation. Having submitted a

---

<sup>50</sup> 559 Phil. 80 (2007).

<sup>51</sup> *Id.* at 92.

<sup>52</sup> 557 Phil. 777 (2007).


*Meyer*

resignation letter, it is then incumbent upon her to prove that the resignation was not voluntary but was actually a case of constructive dismissal with clear, positive, and convincing evidence. Petitioner failed to substantiate her claim of constructive dismissal.<sup>53</sup> (Emphasis Ours)


While the rights of the workers, as with all human rights, must be protected, the law does not authorize the oppression or self-destruction of the employer.<sup>54</sup> The constitutional commitment to the policy of social justice cannot be understood to mean that every labor dispute shall automatically be decided in favor of labor,<sup>55</sup> especially when the antecedent facts indicate the lack of malfeasance on the part of the management. In this case, Peckson was not able to overcome his burden to prove that his resignation was involuntary. Nor was he able to properly assail with his own evidence Panasonic's proof that he left of his own accord. Thus, the CA erred in deviating from the findings of both the LA and the NLRC, findings, which, upon our own independent review, show without a shadow of the doubt the voluntariness of Peckson's actions and separation from work.

**WHEREFORE**, the petition is **GRANTED**. The Decision dated December 7, 2012 of the Court of Appeals, and its Resolution dated March 15, 2013, in CA-G.R. SP No. 118641, which set aside the Decisions dated May 11, 2010 and September 30, 2010 of the National Labor Relations Commission in NLRC LAC Case No. RAB IV-4-20622-05-RI affirming the ruling of the Labor Arbiter, are hereby **REVERSED AND SET ASIDE**. The Decision dated September 30, 2010 of the National Labor Relations Commission is **REINSTATED AND AFFIRMED**.

**SO ORDERED.**

  
**ANDRES B. REYES, JR.**  
Associate Justice


**WE CONCUR:**


  
**DIOSDADO M. PERALTA**  
Associate Justice  
Chairperson

<sup>53</sup> Id. at 786-787.

<sup>54</sup> *Imasen Philippine Manufacturing Corporation v. Alcon, et al.*, 746 Phil. 172, 179 (2014).

<sup>55</sup> Id.


  
**MARVIC M.V.F. LEONEN**  
 Associate Justice

  
**RAMON PAUL L. HERNANDO**  
 Associate Justice

  
**ROSMARI D. CARANDANG**  
 Associate Justice


**ATTESTATION**


I attest that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.

  
**DIOSDADO M. PERALTA**  
 Associate Justice  
 Chairperson, Third Division

**CERTIFICATION**

Pursuant to Section 13, Article VIII of the Constitution and the Division Chairperson's Attestation, I certify that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.

  
**ANTONIO T. CARPIO**  
 Acting Chief Justice  
 (Per Special Order No. 2644  
 dated March 15, 2019)

**CERTIFIED TRUE COPY**  
  
**WILFREDO V. LAPITAN**  
 Division Clerk of Court  
 Third Division

**JUN 07 2019**