



Republic of the Philippines  
Supreme Court  
Manila

THIRD DIVISION

NOTICE

SUPREME COURT OF THE PHILIPPINES  
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Sirs/Mesdames:

Please take notice that the Court, Third Division, issued a Resolution dated **June 17, 2020**, which reads as follows:

“G.R. No. 224698 – (OSCAR ADORADO CASIPLE, *petitioner* v. GREYHOUNDS SECURITY & INVESTIGATION AGENCY, ILDEFONSO QUILETORIO, and MARIO C. PAGUIO, *respondents*).– Before this Court is a Petition for Review on *Certiorari*<sup>1</sup> under Rule 45 of the Rules of Court, seeking review and reversal of the December 17, 2015 Decision<sup>2</sup> and May 18, 2016 Resolution<sup>3</sup> of the Court of Appeals (CA) in CA-G.R. SP No. 139275 which reversed and set aside the Decision<sup>4</sup> dated December 17, 2014 of the National Labor Relations Commission (NLRC) in NLRC LAC Case No. 09-02306-14, NLRC Case No. 12-16038-13 for constructive illegal dismissal.”

**Antecedents**

Greyhounds Security & Investigation Agency, Corporation (Agency) is a domestic corporation engaged in providing security services to its clients. Mario Paguio (Paguio) and Col. Ildefonso Quiletorio, Sr. (Quiletorio)<sup>5</sup> are the President and General Manager, respectively, of the Agency.<sup>6</sup>

On the other hand, Oscar Casiple (Casiple) was a security guard who applied at and was hired by the Agency on September 18, 2006.<sup>7</sup>

On October 1, 2012, Casiple was posted at the Y Tower 2 Binondo Building, Sta. Cruz, Manila. He was thereafter reassigned to Y Tower 2 in Makati City.<sup>8</sup> Thereat, in March 2013, security guard Jeraldin Bacon reported

<sup>1</sup> *Rollo*, pp. 3-14.  
<sup>2</sup> *Id.* at 15-23. Penned by Associate Justice Jane Aurora C. Lantion, with Associate Justices Fernanada Lampas Peralta and Nina G. Antonio-Valenzuela, concurring.  
<sup>3</sup> *Id.* at 24-25.  
<sup>4</sup> *Id.* at 27-39.  
<sup>5</sup> Referred as Ildefonso Quiletorio in the petition, *id.* at 3.  
<sup>6</sup> *Id.* at 16.  
<sup>7</sup> *Id.*  
<sup>8</sup> *Id.*

Casiple to the Agency for always staying at the driver's quarters watching TV or sleeping during his time of duty. Consequently, Quiletorio verbally reprimanded him by uttering the words: "god dammit," "wala kang alam," "di ka bagay sa posisyon mo," and "saan ka ba nagtraining?"<sup>9</sup>

On October 21, 2013, a notice to explain was issued by the Agency to Casiple which required him to report to the main office to explain why he stayed overnight at the client's premises despite being off-duty, in violation of the company policy. He submitted his explanation on October 22, 2013 which was received by the Agency.<sup>10</sup>

On October 25, 2013, Casiple submitted a resignation letter to the Agency.<sup>11</sup> He stated therein that he was resigning due to the hostility of Quiletorio towards him, viz.:

This is to inform x x x your good office that, effective today October 25, 2013. I will resigned [sic]. The reason why, dahil sa inyong pamemersonal at pang gigipit ng aking general manager nasi Ret. Col. Ildfonzo Quilitorio, [nakahit] wala naman [akong nagging] problema sa trabaho at lalo sa aking [p]inaglingkurang kleyente. [U]nang-una ginagampanan [ko] naman ang aking trabaho ng mabuti dahil mahal ko pero [sic] kung ganito ba ang ginagawa [sa akin] makapag trabaho pa ba ako ng mabuti so minabuti ko na lang na mag resign, alang-alang na kahit magutomang [a]king pamilya okey lang, kay sa araw araw [ka naman] bulabugin ng aking General [M]anager. Na kahit walang ka dahilanan at isa pa wala [naman] ako kakayanan at wala akong alam yun ang ginigiit sa akin.

Samantalang 16 years lagpas pa ako naglingkod sa YGC company bilang isang security guard [pero] kahit na isa na [naging] kasalanan ko wala ako nakamit, ditto lang sa Greyhounds kahit wala [mayron]!

x x x x<sup>12</sup>

Almost two months later, petitioner filed a complaint for constructive/illegal dismissal before the NLRC.<sup>13</sup>

### The Labor Arbiter's Ruling

The Labor Arbiter (LA) rendered its decision, viz.:

**WHEREFORE**, a decision is hereby rendered dismissing the complaint for illegal dismissal. Respondent Greyhounds Security and

<sup>9</sup> Id. at 17, 27-28

<sup>10</sup> Id. at 17, 28.

<sup>11</sup> Id. at 26.

<sup>12</sup> Id.

<sup>13</sup> Id.

Investigation Corp. is however directed to pay complainant his 13<sup>th</sup> month pay for 2013 in the sum of P13,500.00.

**SO ORDERED.**<sup>14</sup>

### The NLRC's Ruling

Casiple appealed the decision of the LA before the NLRC which, in turn, resolved the case in this wise:

**WHEREFORE**, the appeal is hereby **GRANTED**. The Decision of Labor Arbiter dated 31 July 2014 is **REVERSED** and **SET ASIDE**. **Respondent Greyhounds Security & Investigation Agency** is ordered to pay complainant **Oscar A. Casipl** backwages from 25 October 2013 until finality of this Decision tentatively computed at P180,000.00 (P15,000.00 x 12 months); separation pay from 17 September 2006 until finality of this Decision computed at P120,000.00 (P15,000.00 x 8 years); 13<sup>th</sup> month pay for the year 2013, as previously awarded, in the amount of P13,500.00; moral damages in the amount of P30,000.00; exemplary damages in the amount of P30,000.00 and 10% attorney's fees tentatively computed at P37,350.00.

**SO ORDERED.**<sup>15</sup>

The respondents filed their motion for reconsideration which was later denied by the NLRC.<sup>16</sup>

### The CA's Ruling

The respondents filed a Petition for *Certiorari* before the CA under Rule 65 of the Rules of Court.<sup>17</sup> The CA ruled:

**WHEREFORE**, the instant petition is **GRANTED**. The Decision dated 17 December 2014 and Resolution dated 30 January 2015 of the National Labor Relations Commission in NLRC LAC No. 09-02306-14, NLRC NCR Case No. 12-16038-13 are **REVERSED** and **SET ASIDE**. The Decision dated 30 June 2014 of the Labor Arbiter is hereby **AFFIRMED**.

**SO ORDERED.**<sup>18</sup>

Casiple's motion for reconsideration was later denied by the CA which found no cogent reason to modify, alter, much less set aside its Decision.<sup>19</sup>

<sup>14</sup> Id. at 18.

<sup>15</sup> Id. at 36.

<sup>16</sup> Id. at 18.

<sup>17</sup> Id. at 15.

<sup>18</sup> Id. at 22-23.

### Issue

Whether the CA committed grave error in reversing and setting aside the Decision of the NLRC and declaring that there is no evidence of constructive dismissal in the present case.

### The Court's Ruling

The Court resolved to take a look at the records of the case to determine whether petitioner's resignation was through the latter's own volition or was necessarily effected by respondents' allegedly hostile treatment.<sup>20</sup>

After a judicious review of the facts on record, the Court finds that petitioner had voluntarily resigned.

Constructive dismissal in relation to forced or voluntary resignation has been adequately explained in *Gan v. Galderma Philippines, Inc., et al.*,<sup>21</sup> which ruling was later resonated in the 2019 case of *Panasonic Manufacturing Philippines Corporation v. Peckson*,<sup>22</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 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>23</sup>

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<sup>19</sup> Id. at 24.

<sup>20</sup> *Panasonic Manufacturing Philippines Corporation v. Peckson*, G.R. No. 206316, March 20, 2019.

<sup>21</sup> 701 Phil. 612 (2013).

<sup>22</sup> Supra.

<sup>23</sup> Id.

In view of the fact that Casiple submitted his resignation letter, it is incumbent upon him to prove with clear, positive, and convincing evidence that his resignation was not voluntary but was actually a case of constructive dismissal; that it is a product of coercion or intimidation.<sup>24</sup>

In arguing his case, petitioner averred that the *res ipsa loquitur* rule shall apply as the tenor and the wordings of his resignation letter prove that he was forced to resign<sup>25</sup> due to Quiletorio's hostility towards him, particularly the daily scolding and reprimanding. According to him, he was left with no other choice but to resign from the Agency and just file a complaint for constructive illegal dismissal.<sup>26</sup>

Casiple's allegation of hostility is, however, not supported by adequate evidence. Apart from the asseverations in his resignation letter, no other proof was adduced to establish the same.<sup>27</sup> As he 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>28</sup>

More important, the alleged act of hostility must be intense in such a way that it becomes unbearable, and forecloses any choice by the employee except to forego his continued employment. In this case, the alleged verbal scolding and reprimanding of Casiple by Quiletorio with the words "*God dammit*", "*wala kang alam,*" "*di ka bagay sa posisyon mo,*" and "*saan ka ba nagtraining?*"<sup>29</sup> can hardly be described as an utter display of disdain or insensibility<sup>30</sup> considering the report that Casiple was always staying at the driver's quarters watching TV or sleeping during time of duty, a serious lapse in the performance of his duties as a security guard.<sup>31</sup>

Moreover, the circumstances alleged by Casiple failed to establish bad faith or a malicious design on the part of Quiletorio to make his working environment unbearable.<sup>32</sup> Such failure results in no other conclusion than that his resignation was voluntary. Casiple executed his resignation letter without the interference of the respondents and was free to do so with full knowledge of the consequences thereof. His intent to relinquish his employment is very evident in his resignation letter.

<sup>24</sup> *Gan v. Galderma Philippines, Inc., et al.*, supra note 21 at 640.

<sup>25</sup> *Rollo*, p. 8.

<sup>26</sup> *Id.* at 20.

<sup>27</sup> *Id.*

<sup>28</sup> *Panasonic Manufacturing Philippines Corporation v. Peckson*, supra note 20.

<sup>29</sup> *Rollo*, pp. 17, 18.

<sup>30</sup> *Id.* at 21.

<sup>31</sup> *Id.* at 16.

<sup>32</sup> *Gan v. Galderma Philippines, Inc., et al.*, supra note 21 at 639.

Since Casiple's resignation was voluntary, respondents are not guilty of constructive dismissal. Verily, Casiple is not entitled to reinstatement and backwages – reliefs available to an illegally dismissed employee.<sup>33</sup> Reinstatement is given as a remedy to those whose employment was illegally terminated because the law considers them as having been unduly deprived of their positions.<sup>34</sup> Hence, it is preposterous to consider reinstatement when there was no prior removal.<sup>35</sup>

Finally, Casiple's claim that he is entitled to separation pay for his years of service deserves no consideration. Suffice it to say, an employee who voluntarily resigns from employment is not entitled to separation pay, except when it is stipulated in the employment contract or the collective bargaining agreement, or it is sanctioned by established employer practice or policy.<sup>36</sup> Unfortunately, the cited exceptions do not obtain in this case. Additionally, length of service is not a bargaining chip that can simply be stacked against the employer.<sup>37</sup>

**WHEREFORE**, the petition for review is **DENIED**. The questioned December 17, 2015 Decision and May 18, 2016 Resolution of the Court of Appeals in CA- G.R. SP No. 139275 are hereby **AFFIRMED**.

**SO ORDERED.”**

Very truly yours,

*Misael Domingo C. Battung III*  
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GER  
11/17/20

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<sup>33</sup> *Civil Service Commission v. Moralde*, G.R. No. 211077, August 15, 2018, 877 SCRA 473, 517-518; *Verdadero v. Barney Autolines Group of Companies Transport, Inc.*, 693 Phil. 646, 659 (2012).

<sup>34</sup> *Civil Service Commission v. Moralde*, id.

<sup>35</sup> Id. at 519.

<sup>36</sup> *Del Rio v. DPO Philippines, Inc, et al.*, G.R. No. 211525, December 10, 2018.

<sup>37</sup> *Security Savings Corporation v. Singson*, 780 Phil 860, 872 (2016).

**G.R. No. 224698**

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