



Republic of the Philippines
Supreme Court
Manila

THIRD DIVISION

NOTICE

Sirs/Mesdames:

Please take notice that the Court, Third Division, issued a Resolution dated August 2, 2021, which reads as follows:

“G.R No. 229307 (HENRY MARQUEZ, ISAGANI SACOL, BIENVENIDO BACALSO, JR., JERRY LEONARDO, JEFFERSON CANADA, RAULITO MENDIOLA, RENATO ENRIQUEZ, MIGUELITO YBURAN, ANTHONY RAMAS, FRANCO JAGAPE, ELBERT ANGGA, RAMON VERDIJO, MARVIN SINAMBAN, KENNETH BACALSO, MC ARTHUR FLOR, JR., ORLANDO CARILLO, DEMOCRITO GARCIA CODILLA, herein represented by his widow, Loreta Codilla, and EMMANUEL ESTRERA, herein represented by his widow, Matilde Estrera, *petitioners*, v. ABS-CBN BROADCASTING CORPORATION, VENERANDA C. SY, General Manager, and MA. LUISA L. ASCALON, AVP-Visayas, *respondents*). — Once a judgment becomes final and executory, it becomes immutable and can no longer be altered or disturbed. An order that varies the tenor of a final and executory judgment is null and void.

This resolves a Petition for Review¹ assailing the Court of Appeals Decision² and Resolution³ that upheld the Decision of the National Labor Relations Commission.⁴ The Commission reversed the Labor Arbiter’s Order,⁵ which directed the reissuance of a writ of execution in favor of the former employees of ABS-CBN Broadcasting Corporation (ABS-CBN).

¹ *Rollo*, pp. 11–77.

² *Id.* at 89–101. The February 27, 2015 Decision docketed as CA-G.R. SP No. 06677 was penned by Associate Justice Marie Christine Azcarraga-Jacob and concurred in by Associate Justices Edgardo L. Delos Santos (now a retired member of this Court) and Ma. Luisa C. Quijano-Padilla of the Nineteenth Division, Court of Appeals, Cebu City.

³ *Id.* at 79–82. The November 25, 2016 Resolution was penned by Associate Justice Gabriel T. Ingles and concurred in by Associate Justices Edgardo L. Delos Santos (now a retired member of this Court) and Germano Francisco D. Legaspi of the Special Former Nineteenth Division, Court of Appeals, Cebu City.

⁴ *Id.* at 408–422. The August 31, 2011 Decision docketed as NLRC VAC-01-000036-2008 (AE-02-11) [RAB Case Nos. VII-08-1342-1999, 09-1386-1999, 09-1417-1999, 09-1473-1999, and 11-1735-1999] was penned by Commissioner Aurelio D. Menzon and concurred in by Commissioners Julie C. Rendoque and Violeta Ortiz-Bantug of the Seventh Division, National Labor Relations Commission, Cebu City.

⁵ *Id.* at 399–400. The September 25, 2010 Decision docketed as RAB VII-08-1342-1999, 09-1386-1999, 09-1417–1999, 09-1473-1999, and 11-1735-1999 was penned by Labor Arbiter Emiliano C.

In December 1994, ABS-CBN hired Henry⁶ Marquez, Isagani Sacol, Bienvenido Bacalso, Jr., Jerry Leonardo, Jefferson Canada, Raulito Mendiola, Renato Enriquez, Miguelito Yburan, Anthony Ramas, Franco Japage, Elbert Angga, Ramon Verdijo, Marvin Sinamban, Kenneth Bacalso, Mc Arthur Flor, Jr., Orlando Carillo, Democrito Garcia Codilla, and Emmanuel Estrera (Marquez Group) to be part of its video production crew for its various television programs in Cebu.⁷

On August 13, 1999, ABS-CBN dismissed its 35 employees after they requested a salary adjustment and the payment of their mandatory benefits. The Marquez Group was among those employees who lost their jobs. The employees later lodged their respective complaints for “illegal dismissal, non-payment of benefits including 13th month pay, service incentive leave, overtime and holiday pay, premium pay for holiday, rest day and night shift differential, separation pay, backwages[,] and attorney’s fees.”⁸

In his June 15, 2000 Decision,⁹ Labor Arbiter Reynoso Belarmino (Labor Arbiter Belarmino) granted the complaints and ordered ABS-CBN to pay the money claims against it.

Labor Arbiter Belarmino ruled that the complainants were ABS-CBN’s regular employees as “their work was connected with the trade or business of the employer.”¹⁰ He also noted that they were continuously employed in different television series, which were regular features of ABS-CBN. As such, they could not have been project employees. Nonetheless, he pointed out that even if they were project employees, they were members of a work pool. This meant that they have attained the status of regular employees because they were continuously rehired and their tasks were vital and indispensable to their employer’s usual business.¹¹

Labor Arbiter Belarmino found that the complainants were illegally dismissed and ordered ABS-CBN to pay their claims for separation pay, backwages, and 13th month pay. Thus:

[t]he dismissal being illegal, We would have opted for the complainants’ reinstatement but for the reality that the parties could no longer work together in harmony. Hence, our resolve to grant them separation pay of one (1) month for every year of service plus backwages.

Tiongco, Jr. of the Regional Arbitration Branch No. VII, National Labor Relations Commission, Cebu City.

⁶ Also spelled as “Henrie” and “Henrieto in some parts of the *rollo*.

⁷ *Rollo*, p. 91.

⁸ *Id.*

⁹ *Id.* at 291–313.

¹⁰ *Id.* at 299.

¹¹ *Id.* at 301–302.

As regards their money claims particularly on the 13th month pay, We sustain the same with our findings on the regular employment of complainants and the lack of controverting documents. The rest of the claims are denied for lack of merit.¹²

The dispositive portion of Labor Arbiter Belarmino's Decision reads:

WHEREFORE, premises considered, judgment is hereby rendered, declaring the complainants' dismissal illegal and directing the respondents (sic) ABS-CBN Broadcasting Corporation to pay the complainants the sum of FOUR MILLION FIVE HUNDRED SIXTY SIX THOUSAND NINETY EIGHT PESOS AND 31/100 (P4,566,098.31) detailed as follows:

....

SO ORDERED.¹³

Upon appeal, the National Labor Relations Commission reversed Labor Arbiter Belarmino's Decision and denied the motions for reconsideration filed by ABS-CBN's former employees.¹⁴

The complainants then split into two groups, with the Marquez Group engaging the services of a private lawyer, while the rest were represented by the Public Attorney's Office (PAO Group). Both groups filed their respective certiorari petitions before the Court of Appeals.¹⁵

The Court of Appeals ruled in favor of the two groups in its separate Decisions.¹⁶

ABS-CBN appealed both Court of Appeals Decisions before this Court. However, We denied these appeals in our June 22, 2005 and August 14, 2006 Resolutions.¹⁷ The Resolutions on the Marquez Group and PAO Group cases became final and executory on September 23, 2005 and November 14, 2006, respectively.¹⁸

ABS-CBN and the Marquez and PAO Groups underwent pre-execution conferences before the Office of the Labor Arbiter.¹⁹ The Labor Arbiter eventually ordered the issuance of a writ of execution.²⁰ ABS-CBN

¹² Id. at 303.

¹³ Id. at 303-313.

¹⁴ Id. at 91.

¹⁵ Id. at 92.

¹⁶ Id. at 92-93.

¹⁷ Id. at 136-144, 327.

¹⁸ Id. at 92-93.

¹⁹ Id. at 93.

²⁰ Id. at 264.

tendered the amount subject of the writ of execution, and this was released to the Marquez and PAO Groups.²¹

On January 18, 2010, the Marquez Group filed a “Motion to Approve Computation for the Additional Benefits Under the CBA’s & for the Re-issuance of a Writ of Execution.” As regular employees, they claimed they were also entitled to the monetary benefits that ABS-CBN agreed to extend to its regular employees in the collective bargaining agreement.²²

In his September 25, 2010 Order,²³ Labor Arbiter Emiliano Tiongco, Jr. granted the motion for computation of additional benefits and reissuance of a writ of execution.

The dispositive portion of the Order reads:

WHEREFORE, conformably to the foregoing, let a writ of execution be issued directing respondent ABS-CBN Corporation to pay complainants Henrie Marquez, Isagani Sacol, Bienvenido Bacalso, Jr., Jerry Leonardo, Jefferson Cañada, Raulito Mendiola, Renato Enriquez, Miguelito Yburan, Anthony Ramas, Franco Jagape, Elbert Angga, Romon Verdijo, Marvin Sinamban, Kenneth Bacalso, McArthur Flor Jr., Orlando Carillo, Ronnie Sumabal, Emmanuel Estrera, Demie Codilla, Manuel Cohay, Reynalda David, Baudillo Salazar, Roderick Bontilao and Wilfredo Cortes the total amount of FORTY EIGHT MILLION NINE HUNDRED SEVENTY EIGHT THOUSAND SIX HUNDRED FOURTEEN PESOS AND 61/100 CENTS (P48,978,614.61) plus TWO THOUSAND FIVE HUNDRED FORTY FOUR (2,544) sacks of rice in Rice Subsidy.

SO ORDERED.²⁴ (Emphasis in the original)

ABS-CBN appealed²⁵ Labor Arbiter Tiongco’s Order before the National Labor Relations Commission.

In its August 31, 2011 Decision,²⁶ the National Labor Relations Commission granted ABS-CBN’s appeal and vacated the assailed Order for being issued with grave abuse of discretion.

The National Labor Relations Commission ruled that although ABS-CBN’s appeal was filed out of time, the case cannot be dismissed outright as

²¹ Id. at 265–266.

²² Id. at 93.

²³ Id. at 399–400.

²⁴ Id. at 400.

²⁵ Id. at 574–596.

²⁶ Id. at 408–422.

its repercussions called for the relaxed application of technical rules.²⁷ It then stressed that awarding benefits under the collective bargaining agreement to the Marquez and PAO Groups would effectively supplant or modify this Court's decisions, which have attained finality.²⁸ It stated that:

[u]pon the finality of the decision, nothing could be modified or changed there because in doing so, violation of the principle of immutability of final judgment would be committed.

There is no procedural shortcut for the complainants to claim CBA benefits. They should undergo the usual process in keeping with the time-honored rule of due process. In invoking such right, parties involved must be given equal chance to support their individual stand on the issue. Hence, complainants should file a complaint anew pertaining to their claim for CBA benefits.²⁹

Additionally, the National Labor Relations Commission explained that the Marquez and PAO Groups could not seek solace under *Fulache v. ABS-CBN Broadcasting Corporation*. It held that this Court declared the complainants in *Fulache* to be regular employees, therefore entitled to benefits under the collective bargaining agreement. On the other hand, it found that this Court did not discuss the entitlement of Marquez and PAO Groups to the benefits under the collective bargaining agreement, as this was never brought up by either group.³⁰

The dispositive portion of the National Labor Relations Commission Decision reads:

WHEREFORE, premises considered, the appeal filed by ABS-CBN Broadcasting Corporation is hereby **GRANTED**. For having been issued with grave abuse of discretion, the [September 25, 2010] Order issued by Labor Arbiter Emiliano C. Tiongco, Jr. is **VACATED and SET ASIDE**. A new order is issued **DENYING** complainants' Motion to Approve Computation for Additional Benefits under the CBA and for Re-issuance of a Writ of Execution.

SO ORDERED.³¹

Both the Marquez³² and PAO³³ Groups moved for reconsideration of the National Labor Relations Commission Decision. However, their

²⁷ Id. at 415-416.

²⁸ Id. at 418.

²⁹ Id. at 420.

³⁰ Id. at 417-418.

³¹ Id. at 421.

³² Id. at 426-442.

³³ Id. at 444-445.

motions were denied in the January 10, 2012 Resolution.³⁴ The National Labor Relations Commission reiterated that the issue on entitlement to the benefits was not included in the final decision sought to be executed.³⁵

The dispositive portion of the National Labor Relations Commission Resolution reads:

WHEREFORE, premises considered, the Motions for Reconsideration separately filed by the two groups of complainants are, hereby, **DENIED** for lack of merit.

SO ORDERED.³⁶

The Marquez Group filed a Petition for certiorari with the Court of Appeals, assailing the National Labor Relations Commission Decision and Resolution.³⁷

In its Decision,³⁸ the Court of Appeals denied the Marquez Group's Petition for Certiorari.

The Court of Appeals upheld the National Labor Relations Commission's admission of ABS-CBN's late appeal. It stressed that the assailed judgment award was significantly higher than that approved in this Court's final and executory judgments. Further, this Court's final and executory judgments did not award benefits under the collective bargaining agreement to the complainants. It underscored that such a significant matter should be threshed out and not set aside due to technicalities.³⁹

The Court of Appeals stated that Labor Arbiter Tiongco acted in excess of his jurisdiction when he granted the motion for recomputation. It reiterated that the benefits and privileges under the collective bargaining agreement were not passed upon in this Court's final and executory judgments.⁴⁰

Finally, the Court of Appeals declared that the Marquez Group erred in relying on *Fulache*. It held:

³⁴ Id. at 444-448. The Resolution was penned by Commissioner Julie C. Rendoque and was concurred in by Presiding Commissioner Bario Rod M. Talon and Commissioner Proculo T. Sarmen of the Seventh Division of the National Labor Relations Commission, Cebu City.

³⁵ Id. at 446.

³⁶ Id. at 447.

³⁷ Id. at 90.

³⁸ Id. at 89-101.

³⁹ Id. at 96-97.

⁴⁰ Id. at 97-98.

[w]hile the factual backdrop of *Fulache* appears to be similar, the Court finds that it is not on all fours with the instant case. The matter pertaining to the entitlement to CBA benefits was already raised in the proceedings before the NLRC. Said issue was passed upon early on at that particular level until it was elevated to this Court and to the Supreme Court. In the present case, the issue of whether petitioners are entitled to CBA benefits was neither raised nor dealt with at any stage of the proceedings, from the arbitral level until the case finally reached the Supreme Court. In fact, as petitioners admitted in their petition, the judgment award in G.R. No. 167638 (Marquez Group) was already satisfied on 26 July 2006 while a writ of execution was already issued on 20 September 2007 in G.R. No. 172746 (PAO Group). Clearly, by filing the *Motion to Approve Computation For The Additional Benefits Under the CBAs & For The Re-issuance of a Writ of Execution* in 2010, petitioners herein sought the grant of CBA benefits during the execution stage, or even beyond the execution stage in the case of G.R. No. 167638.⁴¹

The dispositive portion of the Court of Appeals Decision reads:

WHEREFORE, the Petition for *Certiorari* is hereby **DENIED**.

Accordingly, the *Decision dated 31 August 2011* and *Resolution dated 10 January 2012* of public respondent National Labor Relations Commission (NLRC) in NLRC VAC-01-000036-2008 (AE-02-11) are **AFFIRMED**.

SO ORDERED.⁴²

The Marquez Group moved for reconsideration of the Court of Appeals Decision, but its motion was denied.⁴³ Aside from its finding that the Motion was filed out of time,⁴⁴ the Courts of Appeals also ruled that the case should be dismissed on the merits. It reiterated that “any order of execution that substantially varies the tenor of the decision sought to be executed is a patent nullity as the same was rendered without jurisdiction.”⁴⁵

The dispositive portion of the Court of Appeals Resolution reads:

WHEREFORE, premises considered, the Court resolves to **DENY**, as it hereby **DENIES** the *Motion for Reconsideration* filed by the petitioners.

⁴¹ Id. at 98–99.

⁴² Id. at 100.

⁴³ Id. at 84–87. The December 4, 2015 Resolution was penned by Associate Justice Marie Christine Azcarraga-Jacob and concurred in by Associate Justices Gabriel T. Ingles and Edgardo L. Delos Santos of the Special Former Nineteenth Division, Court of Appeals, Cebu City.

⁴⁴ Id. at 86.

⁴⁵ Id. at 87.

Accordingly, the Division Clerk of Court is DIRECTED to issue an Entry of Judgment and order the recording of the same in the Book of Entries of Judgment.

SO ORDERED.⁴⁶

In its November 25, 2016 Resolution,⁴⁷ the Court of Appeals modified its earlier finding that the Marquez Group's Motion was filed out of time. Nonetheless, it restated that the Petition was properly dismissed on the merits.

The dispositive portion of the Resolution reads:

WHEREFORE, the *Urgent Motion to Request for the Cancellation of Order to Issue Entry of Judgment with Supplemental Motion* is hereby **GRANTED**. The Entry of Judgment is **LIFTED**. The *fallo* of the December 4, 2015 Resolution is hereby **AMENDED** by adding the phrase "for lack of merit" on the first paragraph thereof, and deleting the entire second paragraph. As amended, the *fallo* of the said Resolution shall read:

"WHEREFORE, premises considered, the Court resolves to **DENY**, as it hereby **DENIES** the Motion for Reconsideration filed by the petitioners for lack of merit."

SO ORDERED.⁴⁸

In its Petition for Review on Certiorari,⁴⁹ petitioner Marquez Group contends that the National Labor Relations Commission committed grave abuse of discretion. It argues that the Commission erroneously gave due course to respondent ABS-CBN's appeal as it was late in the filing of its appeal and the payment of its docket fees. Citing the provisions of the Labor Code, it claims that the decision must be appealed within the reglementary period of 10 calendar days upon receipt of Labor Arbiter Tiongco's Decision. This the respondent allegedly failed to do.⁵⁰ Petitioner then emphasizes that this Court has consistently stated that payment of full docket fees within the prescribed period is mandatory for taking an appeal.⁵¹

Petitioner points out that respondent did not even attempt to explain why it belatedly filed its appeal.⁵² It stresses that this Court has been consistently strict about following the reglementary period of 10 days to file an appeal, and only disregarded procedural lapses when an acceptable reason

⁴⁶ Id. at 87.

⁴⁷ Id. at 79-82.

⁴⁸ Id. at 82.

⁴⁹ Id. at 11-77.

⁵⁰ Id. at 29-30.

⁵¹ Id. at 32.

⁵² Id. at 44.

for the belated filing was proffered.⁵³ It maintains that the amount of money claims should not be a factor in whether the labor tribunal should relax the strict implementation of the rules on appeal.⁵⁴

Petitioner avers that as respondents' regular employees,⁵⁵ it was entitled to the following benefits provided under their collective bargaining agreement from December 11, 1996 to December 11, 2005:

1. annual increases in their basic salary;
2. periodic increases in vacation leaves, sick leaves, and service incentive leaves;
3. annual increases in Christmas Bonus;
4. provisions for medical and optical allowances, and educational assistance;
5. signing bonuses; [and]
6. Rice subsidy and other benefits.⁵⁶

Petitioner admits that it stated in its complaint that respondent ABS-CBN did not have a union. However, it only found out in 2009 that ABS-CBN indeed had a union, which was supposedly hidden from it.⁵⁷ With this, it immediately asserted its right to the benefits under the collective bargaining agreement as regular employees,⁵⁸ as confirmed in *Fulache*.⁵⁹

In their Comment,⁶⁰ respondents belie petitioner's assertion that their appeal was filed out of time. They claimed that they filed the appeal by registered mail on December 16, 2011, or 10 days upon receipt of the Order.⁶¹

Respondents stress that petitioner was not entitled to the benefits under the collective bargaining agreement. They allege that petitioner did not include this among the claims in the complaint filed in 1999, barring it by prescription.⁶²

Finally, respondents assert that petitioner cannot rely on *Fulache*. Unlike in *Fulache*, petitioner only raised the issue of entitlement to the benefits for the first time four years after the satisfaction of its original award.⁶³

⁵³ Id. at 39-46.

⁵⁴ Id. at 46-58.

⁵⁵ Id. at 64.

⁵⁶ Id. at 64-65.

⁵⁷ Id. at 68.

⁵⁸ Id. at 68-69.

⁵⁹ Id. at 69-71.

⁶⁰ Id. at 253-288.

⁶¹ Id. at 287.

⁶² Id. at 271-274.

⁶³ Id. at 274.

In its Reply,⁶⁴ petitioner insists its entitlement to the benefits, alleging it was once part of respondent ABS-CBN's rank and file employees.⁶⁵ It opines that this Court's ruling in *Fulache* confirmed its entitlement to the benefits.⁶⁶ Petitioner also reiterates the belated filing of appeal, as found by the National Labor Relations Commission.⁶⁷

The sole issue for this Court's resolution is whether or not the Court of Appeals erred in striking down an award that modified this Court's final and executory decision.

We deny the Petition.

The legal correctness of the Court of Appeals Decision can be determined "from the prism of whether it correctly determined the presence or absence of grave abuse of discretion in the [National Labor Relations Commission] decision before it."⁶⁸

*Montoya v. Transmed Manila Corporation*⁶⁹ provides that:

[i]n a Rule 45 review, we consider the correctness of the assailed CA decision, in contrast with the review for jurisdictional error that we undertake under Rule 65. Furthermore, Rule 45 limits us to the review of questions of law raised against the assailed CA decision. In ruling for legal correctness, we have to view the CA decision in the same context that the petition for *certiorari* it ruled upon was presented to it; we have to examine the CA decision from the prism of whether it correctly determined the presence or absence of grave abuse of discretion in the NLRC decision before it, not on the basis of whether the NLRC decision on the merits of the case was correct. In other words, we have to be keenly aware that the CA undertook a Rule 65 review, not a review on appeal, of the NLRC decision challenged before it. This is the approach that should be basic in a Rule 45 review of a CA ruling in a labor case. In question form, the question to ask is: Did the CA correctly determine whether the NLRC committed grave abuse of discretion in ruling on the case?⁷⁰ (Citations omitted)

Grave abuse of discretion can be attributed to a court or tribunal when it acts capriciously or whimsically exercises judgment. Nonetheless,

⁶⁴ Id. at 844–881.

⁶⁵ Id. at 851–852.

⁶⁶ Id. at 852–855.

⁶⁷ Id. at 857–858.

⁶⁸ *Magsaysay Maritime Corporation v. National Labor Relations Commission*, 630 Phil. 352, 361 (2010) [Per J. Brion, Second Division].

⁶⁹ 613 Phil. 696 (2009) [Per J. Brion, Second Division].

⁷⁰ Id. at 707.

“[m]ere abuse of discretion is not enough.”⁷¹ The abuse must be flagrant as to amount to a virtual refusal to perform its duty under the law.⁷²

The National Labor Relations Commission’s finding that respondent ABS-CBN failed to timely file its appeal is contradicted by respondents’ submission of a registry receipt⁷³ and registry return card.⁷⁴ These submissions show that the appeal was filed on December 16, 2010, or within the 10-day reglementary period to file an appeal provided by the Labor Code.

Petitioner was silent on the authenticity of the submitted evidence and has not presented controverting evidence to disprove respondents’ claim.

Even if the appeal was filed out of time, the National Labor Relations Commission cannot be said to have gravely abused its discretion when it gave due course to the appeal. It is true that procedural rules are in place for the orderly administration of justice.⁷⁵ However, they are not applied “in a very rigid and technical sense”⁷⁶ if strict application will not promote substantial justice.⁷⁷

It is doctrinal that a final and executory judgment is “immutable and unalterable.”⁷⁸

*Industrial Management International Development Corp v. National Labor Relations Commission*⁷⁹ expounds:

It is an elementary principle of procedure that *the resolution of the court in a given issue as embodied in the dispositive part of a decision or order is the controlling factor as to settlement of rights of the parties. Once a decision or order becomes final and executory, it is removed from the power or jurisdiction of the court which rendered it to further alter or amend it.* It thereby becomes immutable and unalterable and any amendment or alteration which substantially affects a final and executory judgment is null and void for lack of jurisdiction, including the entire proceedings held for that purpose. An order of execution which varies the

⁷¹ *The Hongkong Shanghai Banking Corporation Employees Union v. National Labor Relations Commission*, 421 Phil. 864, 870 (2001) [Per J. Sandoval-Gutierrez, Third Division].

⁷² Id.

⁷³ *Rollo*, p. 574.

⁷⁴ Id. at 600.

⁷⁵ *Tres Reyes v. Maxim’s Tea House*, 446 Phil. 388, 400 (2003) [Per J. Quisumbing, Second Division], citing *Lopez, Jr. v. National Labor Relations Commission*, 315 Phil. 717 (1995) [Per J. Puno, Second Division].

⁷⁶ Id.

⁷⁷ Id.

⁷⁸ *Philippine Veterans Bank v. Estrella*, 453 Phil. 45, 51 (2003) [Per J. Callejo, Sr., Second Division].

⁷⁹ 387 Phil. 659 (2000) [Per J. Buena, Second Division].

tenor of the judgment or exceeds the terms thereof is a nullity.⁸⁰ (Emphasis supplied, citation omitted)

It is not disputed that this Court's final and executory judgments did not include the benefits under the collective bargaining agreement. The question on whether petitioner was entitled to them was simply never raised as an issue. The Court of Appeals remarked:

It bears emphasis that in the assailed *Order of 25 September 2010*, the Labor Arbiter directed the re-issuance of a writ of execution involving a considerable sum of money, that is, a judgment award of more than Forty Eight Million Pesos. More importantly, said order of execution was supposed to carry out the final and executory judgments of the Supreme Court in G.R. Nos 167638 and 172746, which clearly do not award CBA benefits to petitioners. The fact that the terms of the Order awarded more than what the Supreme Court judgments decreed is a significant matter which should be threshed out and should not be prevail upon by technicalities. Orders of this nature are considered null and void. Time and again, it has been ruled that an order of execution which varies the tenor of the judgment, or for that matter, exceeds the terms thereof is a nullity.⁸¹ (Emphasis in the original)

Considering the timely filing of appeal, and that Labor Tiongco's Order was issued without jurisdiction for varying the terms of a final and executory judgment, the National Labor Relations Commission did not commit grave abuse of discretion in granting the appeal. The Court of Appeals did not err in affirming the National Labor Relations Commission's ruling.

Finally, this Court sees no need to rule upon the substantial matters raised by petitioner considering this disquisition.

WHEREFORE, the Petition is **DENIED**. The assailed Court of Appeals' February 27, 2015 Decision and November 25, 2016 Resolution in CA-G.R. SP No. 06677 are **AFFIRMED**.

SO ORDERED." (Lopez, J., J., *designated additional Member per Special Order No. 2834*)

By authority of the Court:

Misael Domingo C. Battung III
MISAELO DOMINGO C. BATTUNG III
Division Clerk of Court

G.R.
8/25/22

⁸⁰ Id. at 667.

⁸¹ *Rollo*, pp. 96-97.

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