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with more precision the aforesaid circumstances, more specifically the length of time he did not report for work and the justification, if any, for such refusal. It only remains to be added that as stated in *Almira v. B. F. Goodrich Philippines*,[9] "labor law determinations, to quote from Bultmann, should be not only *secundum rationem* but also *secundum caritatem*."[10]

WHEREFORE, the assailed order of respondent Deputy Minister of Labor is affirmed as to the denial of backwages to petitioner Enriquez but modified if the sense that the case is remanded to the National Labor Relations Commission for the determination with greater detail of circumstances that resulted in the failure of petitioner Cuevas to report for work and for it thereafter to rule on whether or not backwages should be granted petitioner Cuevas.

Barredo, Antonio, Aquino, Concepcion Jr., and *Abad Santos, JJ.*, concur.

Santos, J., is on official leave.

EN BANC

[G.R. No. L-34843. July 5, 1979]

THE COMMISSIONER OF PUBLIC HIGHWAYS and THE CEBU 3rd ENGINEERING DISTRICT (NOW DEFUNCT), *petitioners-appellants, vs.* **HON. GUILLERMO P. VILLASOR, Judge of the Court of First Instance of Cebu, Branch I, PROVINCE OF**

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[9] L-34974, July 25, 1974, 58 SCRA 120.

[10] *Ibid.*, 131.

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CEBU, GOV. RENE ESPINA, VICE-GOV. OSMUNDO G. RAMA and PABLO P. GARCIA, VALERIANO CARILLO, and REYNALDO M. MENDIOLA, PROVINCIAL Board Members; The Provincial Treasurer; The Provincial Auditor; and the Provincial Engineer, *respondents-appellees.*

SYLLABUS

REMEDIAL LAW; COMPROMISE AND SETTLEMENT; COMPROMISE AGREEMENT; THE COURT ENJOINS THE PARTIES TO STRICTLY OBSERVE THE TERMS THEREOF.— Let the parties observe strictly the terms of the above compromise, embodied in this judgment of the Court.

RESOLUTION

FERNANDO, *C.J.*:

On June 14, 1979, this Court received a pleading entitled Compromise Agreement. It was filed with this Court. It reads as follows: "[Come Now] the parties in the above-captioned subject case through their respective duly authorized incumbent officials and attorney-in-fact, assisted by their respective counsels, and to this Honorable Supreme Court respectfully submit the following Compromise Agreement; [Whereas], respondents former Governor Rene Espina, former Vice-Governor and Governor Osmundo G. Rama, and former Provincial Board Members Pablo P. Garcia, Valeriano Carillo and Reynaldo M. Mendiola, who were sued in their official capacities, have long ceased to hold office: [Whereas], Gov. Eduardo R. Gullas, incumbent Provincial Governor of Cebu, has been authorized by the Sangguniang Panlalawigan to negotiate and conclude an amicable settlement of this case; [Whereas], after a series of conferences the latest of which was called upon the initiative of Honorable Eduardo R. Gullas, Provincial Governor of the respondent Province of Cebu, during which Gov. Gullas pointed out the desirability of settling this case in the interest of all

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parties concerned; [Whereas], the private respondents-employees who were duly represented by their respective counsels duly subscribe with Gov. Gullas' views of the desirability of settling this case noting that the deplorable conditions of some roads and bridges in the Province of Cebu await much-needed funds for their immediate repair and/or improvement, and considering, on the other hand, the sad plight of the private respondents-employees who have been out of job since July 1, 1968 up to the present date; [Whereas], the parties after conferring together have agreed on all the terms and conditions of the final and complete settlement of this case. [Now Therefore], for and in consideration of the foregoing, the parties agree, as they hereby agree, to enter into a Compromise Agreement in the above-captioned case under the following terms and conditions: 1. The respondent Province of Cebu represented in this act by Gov. Eduardo R. Gullas, duly authorized by proper resolution of the Sangguniang Panlalawigan, hereby agrees to immediately appropriate and pay full back wages and salaries as awarded by the trial Court in its decision to all the private respondents-employees from and after July 1, 1968, the date of their termination, up to the date of the approval of the herein Compromise Agreement by the Honorable Supreme Court, except for those who are qualified for compulsory retirement whose back salaries and wages shall be limited up to the effective date of their retirement. 2. That the private respondents-employees waive, as they hereby waive, their demand for reinstatement; 3. That private respondents-employees who are qualified for compulsory retirement as of the date of approval of this Compromise Agreement shall be allowed to retire in accordance with the existing retirement laws with the private respondent Province of Cebu appropriating and paying the Government's share of the GSIS retirement and insurance premiums. For purposes of this Compromise Agreement, the services of the private respondents-employees from July 1, 1968 shall be considered continuous and uninterrupted; 4. That the respondent Province of Cebu agrees to pay gratuity pay and/or optional retirement benefits to private respondents-employees qualified for optional retirement as of the date of the approval of this Compromise Agreement, under R.A. 660, as amended, and whose services

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shall likewise be deemed continuous and uninterrupted for purposes of this Compromise Agreement provided that where the law grants an employee the option to choose under what law he should retire, such option shall be recognized in respect to the herein private respondents-employees; and provided that the decision of the GSIS relative to any question of retirement shall be final and binding; 5. That private respondents-employees shall be entitled to collect their accumulated sick leave and vacation leave pay which shall be paid from JJ funds to be held in trust for the purpose as well as benefits under the Medicare and Workmens Compensation Act; 6. Those private respondents-employees who have died shall be paid back salaries and wages and retirement benefits through their heirs up to the time of their death upon presentation of the corresponding death certificate or other satisfactory proof. 7. That the petitioner Commissioner of Public Highways (now Minister of Public Highways) and his subordinates, as well as respondent officials and/or former officials of the Province of Cebu, are absolved of any and all personal and other civil liabilities of whatsoever nature; 8. That upon approval by this Honorable Supreme Court of the herein Compromise Agreement the writ of preliminary injunction issued by the lower Court is deemed automatically vacated and lifted but the amounts covering the salaries and back wages as well as those covering the retirement and insurance premiums of respondent Province of Cebu payable to the GSIS pertaining to the retirement of private respondents-employees qualified to retire under paragraphs 3 and 4 hereof shall be earmarked for the payment of said obligations and shall be held in trust by the Province for said purposes; 9. That the amounts payable to the employees concerned represented by Atty. Ramon B. Ceniza subject to said lawyer's charging and retaining liens. [Whereas], the Honorable Supreme Court is most respectfully prayed to approve the foregoing Compromise Agreement and to render judgment which shall be immediately executory in accordance therewith, without costs. Cebu City (for Manila)."[1] It was signed by Provincial Governor Eduardo

[1] Compromise Agreement, 1-5.

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R. Gullas for the Province of Cebu, Atty. Justino K. Hermosisima, counsel for respondents Cebu Province and its present and former officials, by Atty. Ramon B. Ceniza, as counsel for private respondents-employees as well as their attorney-in-fact. Minister Baltazar Aquino expressed his conformity. He was assisted by Assistant Solicitor General Vicente V. Mendoza.

On June 20, 1979, Acting Solicitor General Vicente V. Mendoza, Assistant Solicitor General Nathaniel P. de Pano, Jr., and Atty. Ramon B. Ceniza filed the following manifestation: "The Commissioner of Public Highways and the private respondents, by the undersigned counsel, unto this Honorable Court respectfully manifest: 1. That as manifested by Cebu Governor Eduardo Gullas by telegram dated April 19, 1979, which was noted in this Court's resolution dated May 28, 1979, a compromise agreement had been negotiated, signed and concluded by the parties in the above-entitled case; 2. That the compromise agreement filed with this Honorable Court on June 14, 1979 is the same agreement referred to in the aforesaid telegram of Governor Gullas; 3. That the said compromise agreement is undated; 4. That the parties based in Cebu signed the same in Cebu City on April 19, 1979, while the Commissioner of Public Highways and the undersigned counsel signed it in Manila on June 8, 1979. This is the reason why the said compromise agreement does not bear a date. [Wherefore], it is respectfully reiterated that the said compromise agreement filed June 14, 1979 be approved by this Honorable Court."[2]

WHEREFORE, let the parties observe strictly the terms of the above compromise, embodied in this judgment of the Court.

Teehankee, Barredo, Makasiar, Antonio, Concepcion Jr., Santos, Fernandez, Guerrero, Abad Santos, De Castro, and *Melencio-Herrera, JJ.*, concur.

Aquino, J., concurs on the assumption that the compromise agreement has been approved by this Court and that, as prayed for therein, judgment is being rendered in accordance therewith.

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[2] Manifestation dated June 20, 1979.

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The compromise agreement supersedes the trial court's judgment of November 29, 1971 in the *mandamus* action instituted by sixty-four employees (now respondents-appellees) of the 3rd Engineering District in Cebu of Bureau of Public Highways who, as found by the trial court, were illegally transferred to the Province of Cebu. The trial court ordered the reinstatement of the petitioners with back salaries and wages.

EN BANC

[July 12, 1979]

PETITION FOR AUTHORITY TO CONTINUE USE OF THE FIRM NAME "SYCIP, SALAZAR, FELICIANO, HERNANDEZ & CASTILLO." LUCIANO E. SALAZAR, FLORENTINO P. FELICIANO, BENILDO G. HERNANDEZ, GREGORIO R. CASTILLO, ALBERTO P. SAN JUAN, JUAN C. REYES, JR., ANDRES G. GATMAITAN, JUSTINO H. CACANINDIN, NOEL A. LAMAN, ETHELWOLDO E. FERNANDEZ, ANGELITO C. IMPERIO, EDUARDO R. CENIZA, TRISTAN A. CATINDIG, ANCHETA K. TAN, and ALICE V. PESIGAN, *petitioners.*

IN THE MATTER OF THE PETITION FOR AUTHORITY TO CONTINUE USE OF THE FIRM NAME "OZAETA, ROMULO, DE LEON, MABANTA & REYES." RICARDO J. ROMULO, BENJAMIN M. DE LEON, ROMAN MABANTA, JR., JOSE MA. REYES, JESUS S. J. SAYOC, EDUARDO DE LOS ANGELES, and JOSE F. BUENAVENTURA, *petitioners.*