

****Title:** The Government of Belgium v. Unified Field Corporation, et al.**

****Facts:****

1. ***Lease Agreement*:** On July 30, 1997, the Government of the Kingdom of Belgium (represented by its Royal Embassy) entered a Contract of Lease with Unified Field Corporation (UFC), represented by its President, Marilyn G. Ong. The leased properties were Units “B” and “D” at the Chatham House Condominium in Makati City, for a term of four years starting from October 1, 1997.
2. ***Payment Terms*:** The rent was P5,430,240.00 for the first two years, paid in full upon turnover, and a security deposit of P678,780.00, totaling P6,109,020.00. The lease allowed pre-termination after the second year without penalties.
3. ***Pre-Termination*:** On June 23, 2000, Belgium notified UFC of its intent to pre-terminate the lease effective July 31, 2000, and requested the return of P1,093,600.00 (representing unused two-months advance rent and security deposit).
4. ***Surrender of Premises*:** Belgium vacated the premises on July 31, 2000, but UFC did not return the demanded amount.
5. ***RTC Complaint*:** Belgium filed a complaint for specific performance with damages against UFC and its directors with the RTC Makati, Branch 150.
6. ***RTC Proceedings*:** UFC failed to appear for pre-trial and file their pre-trial brief, resulting in a waiver to present evidence. The RTC allowed Belgium to present evidence *ex-parte*.
7. ***RTC Decision*:** On November 8, 2002, the RTC ruled in favor of Belgium, ordering UFC and its directors to pay P1,093,600.00 plus various damages and interest.
8. ***Appeal to CA*:** UFC appealed to the Court of Appeals but failed to file their appellant’s brief on time.
9. ***CA Dismissal*:** On September 30, 2003, the CA dismissed the appeal for failure to file the brief.
10. ***Motion for Reconsideration*:** On October 27, 2003, UFC filed a motion for reconsideration citing inadvertence, which the CA granted on November 27, 2003, setting aside its earlier dismissal.
11. ***Second Motion for Reconsideration*:** Belgium’s motion for reconsideration of the CA’s decision was denied on May 5, 2004.
12. ***Petition for Certiorari*:** Belgium filed a Petition for Certiorari with the Supreme Court, contesting the CA’s resolutions.

****Issues:****

1. Whether the Court of Appeals acted with grave abuse of discretion by reversing its

dismissal order and allowing the late filing of respondents' appellant brief.

2. Whether the inadvertence of respondents' counsel constitutes a sufficient reason to override procedural rules.

****Court's Decision:****

1. ****Abuse of Discretion****: The Supreme Court found that the CA acted with grave abuse of discretion by reversing its prior dismissal given the circumstances. The indiscriminate reversal was incongruent with the stringent application of procedural rules.

2. ****Inadvertence of Counsel****: The Court ruled that inadvertence of counsel does not constitute an adequate excuse for non-compliance with procedural rules. The lapse of 57 days after the deadline was deemed unreasonably long and unacceptable.

****Doctrine:****

1. The general rule is to dismiss an appeal for failure to file a brief within the prescribed period.

2. Dismissal is discretionary, not mandatory. However, leniency is conditioned on strong equity considerations, substantial justice, no material injury to the appellee, and no prejudice to the appellee's cause.

3. Inadvertence of counsel generally binds the client and does not merit relaxation of procedural rules unless it deprives the client of due process or when substantial justice requires it.

****Class Notes:****

- ****Procedural Rules****: Importance of adherence to procedural rules to prevent delays and ensure fair administration of justice.

- ****Appellate Brief Filing****: Consequence of failing to file within the reglementary period is discretionary dismissal of the appeal.

- ****Counsel's Negligence****: General rule binds the client to the counsel's actions unless gross negligence results in deprivation of due process or justice.

****Historical Background:****

- Contract adherence and timely appeals were significant legal aspects during 2000s Philippine jurisprudence.

- The case reflects the courts' balancing act between strict procedural compliance and the dispensation of substantial justice.

Overall, the case underscores the courts' discretion in procedural matters balanced against

the overarching aim of substantial justice.