

A.D. SANTOS, INC., PETITIONER, VS. CAROLINA GOMINTONG AND WORKMEN’S COMPENSATION COMMISSION, RESPONDENTS.

G.R. No. L-35526. January 29, 1974

Ponente: TEEHANKEE, J.

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TEEHANKEE, J.:

In setting aside respondent commission's decision and en banc resolution affirming the death compensation award made in favor of respondent-claimant, the Court finds that petitioner which does not dispute the compensability of the claim has been denied its right to a fair hearing and to prove its defense of previous payment duly evidenced by documents admittedly signed by the claimant and the deceased's parents. The case is remanded to the commission for further proceedings that will afford both parties full opportunity to establish their conflicting contentions.

Petitioner herein does not dispute the compensability of the claim for death compensation benefit filed by respondent claimant Carolina Gomintong as widow of its driver-employee Ruben Gomintong who was held up and shot to death by robbers on November 12, 1970 while driving a City Cab taxi of petitioner-employer.

Its complaint is that while it had voluntarily already paid respondent on November 17, 1970 the total sum of P6,800.00 (P6,000 for death benefit and P800 for medicine, hospital, doctors and caretaker bills) duly evidence by its encashed check, voucher and quitclaim admittedly signed by respondent claimant and the deceased's parents, respondent Workmen's Compensation Commission peremptorily denied it of its right to a fair hearing and to establish its defense that it had even overpaid respondent claimant.

Petitioner first received on December 21, 1970 notice from respondent commission's regional office No. 4 in Manila regarding the claim filed against it by respondent. It replied promptly informing the commission that it had already fully paid the claim.

It next received a notice on June 14, 1971 that the claim was set for hearing at Naga City on June 18, 1971 at 8:30 a.m. in seeming violation of the commission's Rules that such change of venue after commencement of the proceedings should be done with the adverse party's consent.

Petitioner nevertheless did not question such change of venue but in view of the short notice immediately sent on the same date of receipt of the notice on June 14, 1971 a telegram to the hearing officer at the commission's regional office No. 6 at Naga City requesting postponement of the June 18 hearing pending resolution of its motion to dismiss which it mailed on the same date.

The hearing officer however denied the postponement notwithstanding its being the initial setting and received ex-parte respondent-claimant's evidence on June 18, 1971. He received on June 22, 1971 petitioner's motion to dismiss the claim on the ground of payment, with which petitioner had submitted as annexes the documents admittedly signed by respondent-claimant acknowledging full payment of her claim but without even resolving the motion to dismiss handed down the award on June 23, 1971 against petitioner.

Petitioner timely filed its motion for reconsideration of the award which was heard by the hearing officer on August 6, 1971, at which hearing respondent-claimant admitted having signed the written evidences of payment but claimed to have signed them in blank. Petitioner also asked that respondent-claimant be ordered to pay back its excess payment, since the award showed claimant to be entitled only to P4,680.00 (not the P6,000 maximum) as death compensation less P1,400.00 which claimant admitted to have received from petitioner, leaving a net balance of P3,280.00 plus P200-funeral expenses.

On October 12, 1971 the hearing officer issued an order only then denying petitioner's motion to dismiss as well as its motion for reconsideration of the award and elevated the record of the case to the commission for review in accordance with its rules.

The written evidences of payment made on November 17, 1970 and submitted by petitioner with its motion to dismiss consisted of the following:

(a)

Bank of the Philippine Island Check No. C--282649 in the amount of P6,800.00 in the name of the respondent duly endorsed at the back by the latter when it was cashed at the bank;

(b)

The company voucher signed by the respondent showing that she received the said check in the amount of P6,800.00; and

(c)

The Deed of Quitclaim and Release signed by the respondent and the deceased's parents, Jose Gomintong and Benigna Gaqueng, duly sworn to before notary public Remedios C. Balderrama of Manila.

As against such documentary evidence, all that respondent-claimant could do at the hearing of petitioner's motion for reconsideration on August 6, 1971 was to claim that the documents were allegedly in blank when she and her deceased husband's parents signed the same. When confronted with her signature on the back of petitioner's check for P6,800.00 all she could say was "That is my signature, but I do not remember having signed any check" and when asked whether she went to the drawee Bank of the P.I. branch in Mandaluyong, Rizal where the same was encashed, she merely replied that "I cannot remember having gone to any bank."*

Under the circumstances, the Court finds it difficult to uphold the unsupported conclusion and snap-judgment made in the commission's decision of June 28, 1972 that "(T)he tenor of the aforestated testimony of the claimant herein smacks of forgery and fraudulent machinations committed by respondent in order to escape liability arising from this claim which to our mind only bolsters the findings of the hearing officer in Naga City which place the alleged payment made by respondent to claimant under a cloud of doubt and under suspicious circumstances."

The commission en banc's resolution of August 28, 1972 denying petitioner's motion for reconsideration of its decision on the ground that "we find it hard to appreciate and confirm the deed of Quitclaim and Release (Annex 3) as an entirely authentic and unquestionable document although the same was signed by the claimant and authenticated before a notary public, x x x" simply because of respondent's bare claim that she had signed the same in blank, is equally difficult to sustain as against the notary public's certification that respondent with the deceased's parents had acknowledged having executed the quitclaim as "their free and voluntary act and deed."

The commission's en banc resolution further stated that "the cases cited by respondent establish presumptions of facts or entries appearing in an authenticated document to be true but these presumptions do not apply where there is evidence of fraud or where special circumstances attendant to the case prove otherwise;" yet, other than the

mere negative and uncorroborated disclaimers of respondent claimant, the commission's resolution does not cite any specific "evidence of fraud" or "special circumstances" that would discharge respondent's burden of overcoming with clear and convincing evidence the presumption of integrity of the public document and of the truth of its positive recital of acknowledgment of payment, as further supported by the encashed check likewise bearing respondent's admitted signature.

The least that can be said then is that although a hearing was conducted on August 6, 1971 by the hearing officer on petitioner's motion for reconsideration of the award at which Marcelo Dilao, personnel and operations manager of petitioner represented it and testified in its behalf, petitioner has cause for complaint that the hearing officer in peremptorily denying its first and only motion for postponement of the hearing set for the first time on June 18, 1971 pending resolution of its dismissal motion submitting the documentary evidences of its having already fully discharged and paid the claim, deprived it of its right to a fair hearing and of the full opportunity to prove by witnesses in corroboration of its documentary evidences its defense of payment as well as to disprove the self-serving disclaimers of respondent.

As the record stands, the Court finds the uncorroborated disclaimers of respondent inadequate and insufficient to overcome the written evidences of payment admittedly signed by her, particularly, the quitclaim duly acknowledged by her and the deceased's parents before a notary public. Rather than dismiss outright her claim, the Court will in the interest of justice grant petitioner's alternative prayer for remand of the case to the commission to afford it full opportunity to answer respondent's claim and prove its defense of payment as well as to afford respondent-claimant the same opportunity in turn to prove her disclaimers and establish her claim.

ACCORDINGLY, the decision and resolution of respondent commission under review are hereby set aside and the case is remanded to the commission for further proceedings and determination on the merits, as set out in the opinion of the Court. No pronouncement as to costs.

Makalintal, C.J., Ruiz Castro, Makasiar, Esguerra, and Muñoz Palma, JJ., concur.

* T.s.n. pp. 20-21, August 6, 1971, petition, p. 11, italics supplied.

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