

UNCIANO PARAMEDICAL COLLEGE, INC. (NOW UNCIANO COLLEGES & GENERAL HOSPITAL, INC.); MIRANDO C. UNCIANO, SR.; DOMINADOR SANTOS AND EDITHA MORA, PETITIONERS, VS. THE COURT OF APPEA...

G.R. No. 100335. April 07, 1993

Ponente: NOCON, J.

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NOCON, J.:

This is a petition for review on certiorari seeking reversal of the decision[1] of public respondent Court of Appeals dated February 7, 1991, in CA-G.R. SP No. 21020; and its resolution dated June 3, 1991.

The antecedent facts are, as follows:

On April 16, 1990, private respondents Elena Villegas and Ted Magallanes, thru their mothers, Victoria Villegas and Jacinta Magallanes, respectively, filed before the Regional Trial Court, National Capital Judicial Region, Branch 21, a petition for injunction and damages with prayer for a writ of preliminary mandatory injunction against petitioners Unciano Paramedical College, Inc. (now Unciano Colleges and General Hospital, Inc.), Mirando C. Unciano Sr., Dominador Santos, Editha Mora, Dr. Evelyn Moral and Laureana Vitug, docketed as Civil Case No. 90-52745. Among other things, they alleged therein that:

"6.01. Around the latter part of July 1989, the above-named students initiated a petition proposing to the school authorities the organization of a student council in the school. They solicited support of their petition from the studentry by asking the students to endorse the same with their signatures. They were able to get at least 180 signatures.

"6.02. On August 18, 1989, Elena Villegas and a certain student named Solomon Barroa were summoned to the Office of Dr. Moral and were admonished not to proceed with the proposal because, according to her, the school does not allow and had never allowed such an organization.

"6.03. On September 12, 1989, when news leaked out that the above-named students would be barred from enrollment, they sought confirmation with respondent Dr. Moral, Dean of Discipline, who told them 'it's not true unless you violate the rules and regulations of the school and if you still insist with your student council.'

"6.04. On October 28, 1989, in compliance with an announcement to see the Dean of Nursing, the above-named students met with Dean Vitug and Dr. Moral who informed them that they would be barred from enrollment for the second semester because they supposedly harassed a female student, invited an outsider to the school to speak before the students, and also because the school has an arrangement with the Department of Education, Culture and Sports not to allow their students to put up a student council. Dr. Moral advised them to get their Honorable Dismissal, and warned them that if she herself were to give it, it would be marked 'expelled.'

"6.05. On November 6, 1989, the students again approached Dr. Moral who informed them that they were no longer allowed to enroll because they are allegedly members of the National Union of Students of the

Philippines (NUSP) and the League of Filipino Students (LFS), officers of the student organization they organized, and, moreover 'drug addicts.' The students asked for proof of these accusations but were not given any, and were told by Dr. Moral that the school has people investigating for (sic) them but she did not disclose their identities nor provide any proof to support her allegations.

"6.06. On November 13, 1989, a few days after petitioners retained the services of counsel FREE LEGAL ASSISTANCE GROUP (FLAG), counsel sent a letter to Mr. Mirando Unciano, President of the College, demanding that the constitutional requirements of due process be complied with prior to unilaterally dismissing the students, and requesting that a conference be held prior to 17 November 1989, as the enrollment deadline was fast approaching. x x x.

"6.07. On 17 November 1989, acceding to the demand, a meeting was held, attended by Dr. Moral, Dean Vitug, Mr. Rustico Lopez, the students, and their counsel. Due, however, to the inability of Dr. Moral to resolve the problem in the absence of the College President and their legal counsel, the meeting was reset to November 22, 1989 upon Dr. Moral's request. However, notice was sent to the students' counsel from Unciano Paramedical College resetting the meeting to November 27, 1989 stating that the President will attend personally therein. x x x.

"6.08. On 27 November 1989, due to the absence of the school's legal counsel and the President who allegedly just arrived from the United States, Dr. Moral again requested that the meeting be reset. A verbal altercation occurred between the parties due to the delaying tactics of the school officials and the failure to resolve the problem by their continuous refusal to discuss the merits of the accusations against the students. The meeting, attended by Dr. Moral, Dean Vitug and Dean Dominador Santos, ended with the school officials' request that it be reset for 29 November 1989 and that the students' bring their parents or guardian with them at said meeting. The students agreed to this request and their counsel prepared a written summary of the matters discussed and agreed during the meeting. The school officials refused to sign it, however, x x x.

"6.09. On 29 November 1989, the students were informed that the President had unilaterally refused to allow them to enroll and it was up to their parents to request or appeal to the school officials to change their decision. Mrs. Victoria Villegas and Mrs. Jacinta Magallanes wrote to the school officials to request that their children be allowed to enroll. x x x. Dr. Moral informed them that the Board of Trustees will have to decide on these requests.

"6.10. On 11 December 1989, the students were informed that the Board of Trustees had refused to grant the parents' request." [2]

On May 16, 1990, the trial court issued a temporary restraining order effective May 17, 1990, enjoining petitioner school from not enrolling private respondents in its College of Nursing and setting the hearing for the issuance of the writ of preliminary injunction on June 4, 1990. [3]

Petitioners filed an opposition to the prayer for a preliminary mandatory injunction on the ground that private respondents are not entitled thereto and have no clear legal right to the relief demanded. On the same date, the trial court issued an order, the pertinent parts of which, read:

"x x x.

"It is the opinion of the Court that there will be irreparable injury to the petitioners if they are not allowed to enroll. At least they will miss another semester.

"On the other hand, the injuries mentioned by Dr. Unciano, in particular the withdrawal of the other students and the school will lose money if the petitioners are allowed to enroll is still a speculation, and may not take place.

"In view thereof, the Court hereby GRANTS the petition for issuance of a preliminary mandatory injunction,

ordering the respondents to allow petitioners to enroll for the first semester of school year 1990-1991, upon filing by petitioners of a bond in the amount of P2,000.00 each.

"x x x.

"SO ORDERED."[4]

On June 11, 1990, the writ of preliminary mandatory injunction was issued.[5]

On June 13, 1990, petitioners' motion for reconsideration of the Order of June 4, 1990 was denied.[6]

Elevating the matter to the Court of Appeals in a petition for certiorari and prohibition with preliminary injunction, the same was dismissed on February 7, 1991 for lack of merit.[7] Said the court:

"The arguments advanced in support of the petition are mainly anchored on the decision of the Supreme Court in the case of *ALCUAZ, et al. vs. Philippine School of Business Administration, Quezon City Branch (PSBA), et al.*, L-76353, May 2, 1988; 161 SCRA 7 where it was held that --

'It is beyond dispute that a student once admitted by the school is considered enrolled for one semester. It is provided in Paragraph 137 (of the) Manual of Regulations for Private Schools, that when a college student registers in a school, it is understood that he is enrolling for the entire semester. Likewise, it is provided in the Manual, that the 'written contracts' required for college teachers are for 'one semester.' It is thus evident that after the close of the first semester, the PSBA-QC no longer has any existing contract either with the students or with the intervening teachers. x x x.

"However, in the more recent case of *Ariel Non, et al. vs. Hon. Sancho Dames II, et al.*, G.R. No. 89317, May 20, 1990 (185 SCRA 523), the Supreme Court, abandoned and overruled its decision in *Alcuaz* and declared thus:

'The Court, in *Alcuaz*, anchored its decision on the 'termination of contract' theory. But it must be repeatedly emphasized that the contract between the school and the student is not an ordinary contract. It is imbued with public interest, considering the high priority given by the Constitution to education and the grant to the State supervisory and regulatory powers over all educational institutions [See Art. XIV, Secs. 1-2, 4(1).]

'Respondent school cannot justify its actions by relying on Paragraph 137 of the Manual of Regulations for Private School which provides that '(w)hen a student registers in a school, it is understood that he is enrolling... for the entire semester for collegiate courses,' which the Court in *Alcuaz* construed as authority for schools to refuse enrollment to a student on the ground that his contract, which has a term of one semester, has already expired.

'The 'termination of contract' theory does not even find support in the Manual. Paragraph 137 merely clarifies that a college student enrolls for the entire semester. It serves to protect schools wherein tuition fees are collected and paid on an installment basis, i.e. collection and payment of the downpayment upon enrollment and the balance before examinations. Thus, even if a student does not complete the semester for which he was enrolled, but has stayed on for more than two weeks, he may be required to pay his tuition fees for the whole semester before he is given his credentials for transfer. This is the import of Paragraph 137, subsumed under Section VII on Tuition and Other Fees, which in its totality provides:

'137. When a student registers in a school, it is understood that he is enrolling for the entire school year for elementary and secondary courses, and for the entire semester for collegiate courses. A student who transfers or otherwise withdraws, in writing, within two weeks after the beginning of classes and who has already paid the pertinent tuition and other school fees in full or for any length of time longer than one month may be charged ten per cent of the total amount due for the term if he withdraws within the first week of classes, or twenty per cent if

within the second week of classes, regardless of whether or not he has actually attended classes. The student may be charged all the school fees in full if he withdraws anytime after the second week of classes. However, if the transfer or withdrawal is due to a justifiable reason, the student shall be charged the 'pertinent fees only up to and including the last month of attendance.'

'Clearly, in no way may Paragraph 137 be construed to mean that the student shall be enrolled for only one semester, and that after the semester is over his re-enrollment is dependent solely on the sound discretion of the school. On the contrary, the Manual recognizes the right of the student to be enrolled in his course for the entire period he is expected to complete it. Thus, Paragraph 107 states:

'Every student has the right to enroll in any school, college or university upon meeting its specific requirement and reasonable regulation: Provided, that except in the case of academic delinquency and violation of disciplinary regulation, the student is presumed to be qualified for enrollment for the entire period he is expected to his (sic) complete his course without prejudice to his right to transfer.'

'This 'presumption' has been translated into a right in Batas Pambansa Blg. 232, the 'Education Act of 1982.' Section 9 of this act provides:

'SEC. 9. Rights of Students in School. -? In addition to other rights, and subject to the limitations prescribed by law and regulations, students and pupils in all schools shall enjoy the following rights:

* * *

'2. The right to freely choose their field of study subject to existing curricula and to continue their course therein up to graduation, except in cases of academic deficiency, or violation of disciplinary regulations.'"[8]

On June 3, 1991, the motion for reconsideration was denied, again, for lack of merit.[9] Hence, the present petition.

Petitioners raise this lone issue:

"WHETHER OR NOT THE NON DOCTRINE SHOULD BE APPLIED RETROACTIVELY TO GOVERN AND INVALIDATE, THE LEGAL EFFECTS OF INCIDENTS THAT TOOK PLACE PRIOR TO ITS ADOPTION AND WHICH INCIDENTS WERE PROPER AND VALID UNDER THE ALCUAZ DOCTRINE PREVAILING AT THE TIME SAID INCIDENTS TOOK PLACE." [10]

Petitioners argue that under the then prevailing Alcuaz doctrine which was promulgated on May 2, 1988, the contract between them and private respondents was validly terminated upon the end of the first semester of school year 1989-1990. Although said doctrine was later abandoned in *Non, et al. v. Dames II, et al.*, supra, this case was promulgated much later, or on May 20, 1990, when the termination of the contract between them had long become *fait accompli*. Settled is the rule that when a doctrine of this Court is overruled and a different view is adopted, the new doctrine is applied prospectively, and should not apply to parties who relied on the old doctrine and acted on the faith thereof, conformably with the case of *People v. Jabinal*, G.R. No. L-30061, 55 SCRA 607 (1974). Thus, the writ of preliminary mandatory injunction was issued by the trial court with grave abuse of discretion.

We agree with the arguments of petitioners.

The ruling in the *Non* case should not be given a retroactive effect to cases that arose before its promulgation on May 20, 1990, as in this case, which was filed on April 16, 1990. If it were otherwise, it would result in oppression to petitioners and other schools similarly situated who relied on the ruling in the *Alcuaz* case, promulgated on May 2, 1988, which recognized the termination of contract theory. We had an opportunity to

resolve a similar issue in *National Service Corporation, et al. v. NLRC*.^[11] In this case, petitioner claimed that as a government corporation (by virtue of its being a subsidiary of the National Investment and Development Corporation, a subsidiary wholly owned by the Philippine National Bank, which in turn is a government owned corporation), the terms and conditions of employment of its employees are governed by the civil service law, rules and regulations. In support thereof, petitioner cited the ruling in *National Housing Corporation v. Juco*,^[12] that employees of government owned or controlled corporations are governed by the civil service law, rules and regulations. We rejected this claim of petitioner and held that:

"It would appear that, in the interest of justice, the holding in said case should not be given retroactive effect, that is, to cases that arose before its promulgation on 17 January 1985. To do otherwise would be oppressive to Credo and other employees similarly situated, because under the same 1973 Constitution but prior to the ruling in *National Housing Corporation vs. Juco*, this Court had recognized the applicability of the Labor Code to, and the authority of the NLRC to exercise jurisdiction over, disputes involving terms and conditions of employment in government-owned or controlled corporations, among them, the National Service Corporation (NASECO)."^[13]

In addition, We reiterate Our earlier pronouncement in the case of *People v. Jabinal*, *supra*, that it is a settled rule that when a doctrine of this Court is overruled and a different view is adopted, the new doctrine should be applied prospectively, and should not apply to parties who had relied on the old doctrine and acted on the faith thereof.

Coming now to the question on the propriety of the issuance of the writ of preliminary mandatory injunction, the case of *Capitol Medical Center, Inc., et al. v. Court of Appeals, et al.*^[14] discussed exhaustively the purpose in issuing said writ:

"The sole object of a preliminary injunction, whether prohibitory or mandatory, is to preserve the status quo until the merits of the case can be heard. The status quo is the last actual peaceable uncontested status which preceded the controversy (*Rodulfa vs. Alfonso*, 76 Phil. 225). It may only be resorted to by a litigant for the preservation or protection of his rights or interests and for no other purpose during the pendency of the principal action (*Calo vs. Roldan*, 76 Phil. 445). It should only be granted if the party asking for it is clearly entitled thereto (*Climaco vs. Macaraeg*, 4 SCRA 930; *Subido vs. Gopengco*, 27 SCRA 455; *Police Commission vs. Bello*, 37 SCRA 230).

Inasmuch as a mandatory injunction tends to do more than to maintain the status quo, it is generally improper to issue such an injunction prior to the final hearing (*Manila Electric Railroad and Light Co. vs. Del Rosario*, 22 Phil. 433). It may, however, issue 'in cases of extreme urgency; where the right is very clear; where considerations of relative inconvenience bear strongly in complainant's favor; where there is a willful and unlawful invasion of plaintiff's right against his protest and remonstrance, the injury being a continuing one; and where the effect of the mandatory injunction is rather to reestablish and maintain a preexisting continuing relation between the parties, recently and arbitrarily interrupted by the defendant, than to establish a new relation. Indeed, the writ should not be denied the complainant when he makes out a clear case, free from doubt and dispute.' (*Commissioner of Customs vs. Cloribel, et al.*, 19 SCRA 235)."^[15]

In the present case, the contract between the parties was validly terminated upon the end of the first semester of school year 1989-1990, or in October, 1989. This is the status quo. The trial court gravely abused its discretion in issuing the writ of preliminary mandatory injunction which ordered petitioners to allow private respondents "to enroll for the first semester of school year 1990-1991."^[16] Guided by the Capitol case, certainly, this writ will not restore the status quo but will go a step backward, then restore the condition preceding the status quo. Private respondents do not possess any clear legal right to re-enroll, corollarily, petitioners are not obliged legally to re-admit them.

WHEREFORE, the petition is hereby GRANTED. The decision of the Court of Appeals dated February 7, 1991

and its resolution dated June 3, 1991 are SET ASIDE. The orders of the trial court dated June 4, 1990 and June 13, 1990 and the writ of preliminary mandatory injunction are likewise SET ASIDE.

SO ORDERED.

Narvasa, C.J., (Chairman), Padilla, Regalado, and Campos, Jr., JJ., concur.

[1] Penned by Justice Arturo B. Buena with the concurrence of Justice Minerva P. Gonzaga-Reyes and Justice Cancio C. Garcia.

[2] Pp. 47-51, Rollo.

[3] P. 55, Rollo.

[4] Pp. 63-64, Rollo.

[5] P. 75, Rollo.

[6] Pp. 76-77, Rollo.

[7] P. 41, Rollo.

[8] Pp. 37-41, Rollo.

[9] P. 45, Rollo.

[10] P. 238, Rollo.

[11] G.R. No. 69870, 168 SCRA 122 (1988).

[12] G.R. No. 64313, 134 SCRA 172 (1985).

[13] At pp. 132-133.

[14] G.R. No. 82499, 178 SCRA 493 (1989).

[15] At pp. 503-504.

[16] P. 75, Rollo.

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