

**CABALAN PASTULAN NEGRITO LABOR ASSOCIATION (CAPANELA)
AND JOSE ALVIZ, SR., PETITIONERS, VS. NATIONAL LABOR
RELATIONS COMMISSION AND FERNANDO SANCHEZ,
RESPONDENTS.**

G.R. No. 106108. February 23, 1995

Ponente: REGALADO, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-106108/>

REGALADO, J.:

A man said to the Universe,

Behold, I am born! However, replied the Universe, The fact does not create in me a sense of obligation.

To most, these familiar verses express the article of faith for self-reliance. To the racist in some countries, however, they mean that the world does not owe the Negroid or other colored people equal solicitude. The neo-colonial in the Philippines would hold the Negrito or a member of indigenous cultural communities to the same social bondage. But our Constitution and our laws were precisely formulated under a sense of obligation to the marginalized and the underprivileged. Under such mandates, this Court has always accorded them scrupulous and compassionate attention. In now resolving their predicament in the case at bar, it calls once again on the old Castilian tenet: *A el que la vida ha dado menos, deséle mas por la ley*. [1]

In this petition for certiorari, the resolution of the National Labor Relations Commission (hereafter, NLRC) dated February 28, 1992 [2] which dismissed the appeal of herein petitioners from the decision of the labor arbiter [3] for failure to file a supersedeas bond, as well as its resolution dated April 30, 1992 [4] denying their motion for reconsideration, are assailed for having been rendered with grave abuse of discretion.

The antecedents of the present recourse, as culled from the records, are that herein private respondent, Fernando Sanchez, filed a complaint for illegal dismissal, non-payment of back wages and other benefits on January 3, 1991 with Regional Office No. III of the Department of Labor and Employment in Olongapo City, originally docketed therein as NLRC Case No. RAB III 01-1931-91. The complaint, naming Cabalan Pastulan Negrito Labor Association (CAPANELA, for brevity) and its president, Jose Alviz, Sr., as respondents, alleged that the former was employed by CAPANELA as a foreman with a monthly salary of P3,245.70 from March, 1977 until he was illegally dismissed on January 1, 1990. [5]

Said complaint was later amended on February 22, 1991 to introduce the correction that private respondent was illegally dismissed on March 27, 1990 (instead of January 1, 1990), and to further pray for reinstatement without loss of seniority rights and payment of full back wages and moral and exemplary damages. [6] As no amicable settlement was arrived at during the mandatory pre-conference despite efforts exerted by the labor arbiter, the parties were required to simultaneously submit their respective position papers and/or affidavits. [7] The case was submitted for resolution on March 11, 1991 on the bases of said position papers and other evidence, but the parties were further allowed to submit their respective memoranda, [8] after which the case was deemed

submitted for decision on May 29, 1991. [9]

A decision was rendered on June 24, 1991 in favor of herein private respondent, declaring his dismissal illegal, and ordering herein petitioners, jointly and severally --

"1.

To pay the backwages of complainant from March 24, 1990 until June 24, 1991 and for 15 months at P3,245.70 a month equals P48,685.50;

2.

To immediately reinstate complainant to his former or equivalent position without loss of seniority rights and other privileges, and for this purpose, respondents are hereby ordered to submit proof of the physical or payroll reinstatement of the complainant within five (5) working days from receipt hereof, provided further that should reinstatement (be) not feasible due to any supervening event, respondents are further ordered to pay the separation pay of complainant equivalent to one month salary for every year of service, a fraction of at least six (6) months service considered as one (1) whole year, in addition to his backwages; x x x."

but dismissing the claim for moral and exemplary damages for want of substantial evidence. [10]

The records further reveal that private respondent subsequently filed a motion for the issuance of a writ of execution on July 15, 1991. [11] This was opposed by CAPANELA [12] through its new counsel, Atty. Isagani M. Jungco, who at the same time filed a memorandum of appeal [13] in its behalf, although admittedly without posting a supersedeas bond because of want of funds of either CAPANELA or its president and co-petitioner Alviz, Sr. Private respondent, in his answer to CAPANELA's memorandum of appeal [14] and reply to opposition to motion for execution, [15] was unconvinced and adamantly insisted on the dismissal of the appeal due to non-perfection thereof for failure to comply with the legal requirement of posting a cash or surety bond as a requisite for the perfection of an appeal.

A partial writ of execution [16] was issued by Labor Arbiter Saldares on August 15, 1991 ordering the physical or payroll reinstatement of private respondent. The sheriff's return of November 4, 1991, signed by Numeriano S. Reyes, Sheriff II of the NLRC Regional Arbitration Branch No. III, stated that the writ expired without any indication of private respondent having been reinstated. [17]

As stated at the outset, the NLRC dismissed the appeal on February 28, 1992 for failure of petitioners to post the supersedeas bond required by law, stating that "(r)espondents' contention that it cannot post bond because it is insolvent deserve(s) scant consideration not being accompanied by proof there(of)," and denied petitioner's motion for reconsideration.

The present controversy raises as principal issues for resolution by the Court whether or not (1) the dismissal of private respondent was legal, and (2) the appeal was perfected despite failure to file a supersedeas bond.

Anent the first issue, before we delve into the matter of the alleged illegal dismissal of private respondent Sanchez by petitioner CAPANELA, it is evidently necessary to ascertain the existence of an employer-employee relationship between them.

Petitioners asseverate that CAPANELA is an association composed of Negritos who worked inside the American naval base in Subic Bay (hereinafter referred to as the Base). They initially received a daily wage of P100.00 and thus earned, on the average, less than P3,000.00 per month. Said association organized the system of employment of members of this cultural community who were accorded special treatment concededly because of the occupancy of their ancestral lands as part of the operational area and military facility used by the Base authorities.

CAPANELA, through its officers, saw to it that its members reported for work, recorded their attendance, and distributed the workers' salaries paid by the Base at the end of a specific pay period, without gaining any amount from such undertakings. Petitioner Alviz, Sr., for his part and as president of CAPANELA, was himself only an employee at the Base. In other words, neither CAPANELA nor its president was the employer of private respondent Sanchez; rather, it was the United States Government acting through the military base authorities. [18]

Contrarily, private respondent maintains that there existed an employer-employee relationship, as allegedly supported by the evidence on record, and that petitioners CAPANELA and Alviz, Sr. exercised control as employer over the means and methods by which the work was accomplished. He further argues that since the determination of the existence of an employer-employee relationship is a factual question, the findings of the labor officials thereon should be considered conclusive and binding upon and respected by the appellate courts. [19]

It is hence clearly apparent that the judgment of the labor arbiter, as affirmed by respondent commission, declaring the dismissal of private respondent illegal and ordering the payment of back wages to him together with his payroll or physical reinstatement, was premised on the finding that there was an existing employer-employee relationship.

Indeed, findings of fact and conclusions of the labor arbiter, [20] as well as those of the NLRC, [21] or, for that matter, any other adjudicative body which can be considered as a trier of facts on specific matters within its field of expertise, [22] should be considered as binding and conclusive upon the appellate courts. This is in addition to the fact that they were in a better position to assess and evaluate the credibility of the contending parties and the validity of their respective evidence. [23] However, these doctrinal strictures hold true only when such findings and conclusions are supported by substantial evidence. [24]

In the case at bar, we are hard put to find sufficient evidential support for public respondent's conclusion on the putative existence of an employer-employee relationship between petitioners and private respondent. We are accordingly persuaded that there is ample justification to disturb the findings of respondent NLRC and to hold that a reconsideration of its challenged resolutions is in order.

A careful reevaluation of the documentary evidence of record belies the finding that CAPANELA, through its president and co-petitioner, Jose Alviz, Sr., wielded control as an employer over private respondent. It will be noted that in his affidavit dated March 4, 1991, [25] private respondent himself declared that through the intervention of CAPANELA, by way of its June 13, 1989 letter [26] to Lt. Mark S. Kistner, he was cleared of the charge of larceny of U.S. government property. Thereafter, in an indorsement dated July 11, 1989 from the Director of Security, U.S. Navy Public Works Center, the recommendation for his reinstatement and the release of his gate pass to the Base was addressed to the Director, Investigation Section, U.S. Facility Security Department via the Director of the Contracts Administration Division. [27]

This only goes to show that CAPANELA had in fact no control over the continued employment of its members working in the U.S. naval base. For, after conducting its own investigation, CAPANELA could only intervene in behalf of its members facing charges through a recommendatory action or request for favorable consideration. It could not, on its own authority, exonerate such members from the charges, much less effect their reinstatement without the approval of the Base authorities. Interestingly, in order to comply with the labor arbiter's decision of June 24, 1991, CAPANELA even had to write to the Resident Officer-in-Charge of the Facility Support Contracts at Subic Bay recommending the reinstatement of private respondent to his former position. [28]

Under their arrangement, CAPANELA, through its officers, could only impose disciplinary sanctions upon its members for infractions of its own rules and regulations, to the extent of ousting a member from the association

when called for under the circumstances. Nonetheless, such termination of membership in the association, which could result in curtailment of the privilege of working at the Base inasmuch as employment therein was conditioned upon membership in CAPANELA, is not equivalent to the illegal dismissal from employment contemplated in our labor laws. Petitioners, not being the employer, obviously could not arrogate unto themselves an employer's prerogatives of hiring and firing workers.

As succinctly pointed out by the Solicitor General:

"True, there was a stipulation to the effect that Fernando Sanchez was employed by petitioner CAPANELA, but the real employer was the United States government and petitioner was just a 'labor-only contractor.' Annexes 'G' and 'H' of CAPANELA's Memorandum on Appeal show that the award or contract of work was between CAPANELA and the United States government through the U.S. Navy. The same contract likewise clearly stipulated that CAPANELA was to 'provide labor and material to perform trash sorting services in the Base period for all work specified in Section C.' Annex 'A' of complainant Fernando Sanchez' Answer to petitioner's Memorandum on Appeal itself proves that the negotiation was between CAPANELA and the U.S. Navy, with the former supplying the labor and the U.S. government paying the wages. Since CAPANELA merely provided the labor force, it cannot be deduced therefrom that CAPANELA should also compensate the laborers; it is a case of non sequitur. In other words, the actual mechanical act of making payments was done by CAPANELA, but the monies therefor were provided and disbursements made by the disbursing officer of the U.S. Naval Supply Depot, Subic Bay (see Annexes 'G' and 'H').

"Moreover, ingress and egress in the work premises were controlled not by CAPANELA but by the U.S. Base authorities who could even reject entry of CAPANELA members then duly employed as part of the project, and impose disciplinary sanctions against them. Annex '1' of petitioners' Position Paper as respondent in the NLRC Case No. RAB-III-01-193 1-91, which was the letter of Lt. M.E. Kistner of the U.S. Navy, clearly proves this." [29] (Underscoring in the original text.)

Prevailing case law enumerates the essential elements of an employer-employee relationship as: (a) the selection and engagement of the employee; (b) the payment of wages; (c) the power of dismissal; and (d) the power of control with regard to the means and methods by which the work is to be accomplished, with the power of control being the most determinative factor. [30]

The Solicitor General pertinently illustrates the glaring absence of these elements in the present case:

"x x x, as aforeshown, CAPANELA had no control of the premises as it was the U.S. naval authorities who had the power to issue passes or deny their issuance. In fact, CAPANELA did not have absolute control on the disciplinary measures to be imposed on its members employed in the Base. Annex '1' of CAPANELA's Position Paper submitted before the NLRC Regional Arbitration Branch established the U.S. Navy's right to impose disciplinary measures for violations or infractions of its rules and regulations as well as the right to recommend suspensions or dismissals of the workers. Moreover, it was not shown that CAPANELA had control of the means and methods or manner by which the workers were to go about their work. These are indeed strong indicia of the U.S. Navy's right of control over the workers as direct employer.

"Third, there is evidence to prove that payment of wages was merely done through CAPANELA, but the source of payment was actually the U.S. government paying workers according to the volume of work accomplished on rates agreed upon between CAPANELA and the U.S. government. x x x." [31]

It would, therefore, be inutile to discuss the matter of the legality or illegality of the dismissal of private respondent. Considering that petitioners cannot legally be considered as the employer of herein private respondent, it follows that it cannot be made liable as such nor be required to bear the responsibility for the legal consequences of the charge of illegal dismissal. Granting *arguendo* that private respondent was illegally dismissed, the action should properly be directed against the U.S. government which, through the Base

authorities, was the true employer in this case.

Neither can petitioners be deemed to have been engaged in permissible job contracting under the law, for failure to satisfy the following prescribed conditions:

1. The contractor carries on an independent business and undertakes the contract work on his own account under his own responsibility according to his own manner and method, free from the control and direction of his employer or principal in all matters connected with performance of the work except as to the results thereof; and
2. The contractor has substantial capital or investment in the form of tools, equipment, machineries, work premises and other materials which are necessary in the conduct of his business. [32]

In the present case, the setup was such that CAPANELA was merely tasked with organizing the Negritos to facilitate the orderly administration of work made available to them at the base facilities, that is, sorting scraps for recycling. CAPANELA recorded the attendance of its members and submitted the same to the Base authorities for the determination of wages due them and the preparation of the payroll. Payment of wages was coursed through CAPANELA but the funds therefor came from the coffers of the Base. Once inside the Base, control over the means and methods of work was exercised by the Base authorities. Accordingly, CAPANELA functioned as just an administrator of its Negrito members employed at the Base.

From the legal standpoint, CAPANELA's activities may at most be considered akin to that of labor-only contracting, albeit of a special or peculiar type, wherein CAPANELA, operating like a contractor, merely acted as an agent or intermediary of the employer. [33]

The Solicitor General ramifies this aspect:

"x x x, petitioner CAPANELA could not be classified as an 'independent contractor' because it was not shown that it has substantial capital or investments to qualify as such under the law. On the other hand, it was apparent that the premises, tools, equipment, and other paraphernalia used by the workers were all supplied by the U.S. government through the U.S. Navy. What CAPANELA supplied was only the local labor force, complainant Fernando Sanchez among them. It is therefore clear that CAPANELA had no capital outlay involved in the business or in the maintenance thereof." [34]

While it is not denied that an association or a labor organization or union can at times be an employer insofar as people hired by it to dispose of its business are concerned, [35] the situation in this case is altogether different. A proper and necessary distinction should be made between the employees of CAPANELA who actually attended to its myriad functions as an association and its members who were employed in the jobsite inside the Base vis-a-vis CAPANELA's relative position as the employer of the former and a mere administrator with respect to the latter.

On the matter of the perfection of an appeal from the decision of the NLRC, petitioners plead for a more considerate and humane application of the law as would allow their appeal to prosper despite non-posting of a supersedeas bond on account of their insolvency. To dismiss the appeal for failure to post said bond, petitioners aver, is tantamount to denial of the constitutionally guaranteed right of access to courts by reason of poverty. [36] Private respondent, on the other hand, argues that perfection of an appeal within the reglementary period and in compliance with all requirements of the law therefor is jurisdictional. That petitioners do not have the funds for the premiums for posting a supersedeas bond or for a cash deposit, disdainfully says private respondent, "is not in the least our problem." [37]

We have no quarrel with the provision of Article 223 of the Labor Code which, in part and among others, requires that in case of a judgment involving a monetary award, an appeal by the employer may be perfected only upon posting of a cash or surety bond issued by a reputable bonding company duly accredited by the commission in the

amount equivalent to the monetary award in the judgment appealed from. Perfection of an appeal within the period and in the manner prescribed by law is jurisdictional [38] and non-compliance with such legal requirements is fatal and has the effect of rendering the judgment final and executory. [39]

However, in a number of recent cases, [40] the Court has eased the requirement of posting a bond, as a condition for perfection of appeals in labor cases, when to do so would bring about the immediate and appropriate resolution of controversies on the merits without over-indulgence in technicalities, [41] ever mindful of the underlying spirit and intention of the Labor Code to ascertain the facts of each case speedily and objectively without regard to technical rules of law and procedure, all in the interest of due process. [42] Punctilious adherence to stringent technical rules may be relaxed in the interest of the working man, [43] and should not defeat the complete and equitable resolution of the rights and obligations of the parties. [44] Moreover, it is the duty of labor officials to consider their decisions and inquire into the correctness of execution, as supervening events may affect such execution. [45]

The Solicitor General realistically assesses the situation, thus:

"x x x As aforesaid, above the technical consideration on whether failure to post a supersedeas bond was fatal to petitioners' appeal is the importance of first resolving whether there was indeed an employer-employee relationship in this case so as not to render the execution of the NLRC's resolution unenforceable or impossible to implement. x x x Besides, it is of public notice that the U.S. Navy had withdrawn from the Subic Base in view of the termination of the Bases Treaty. Even if CAPANELA were ordered to reinstate complainant Fernando Sanchez, this is obviously an impossible thing to perform as there is no longer any work to be done inside the Base. Nor is petitioner CAPANELA in a position to pay Sanchez's back wages considering that it was the U.S. Navy that paid his wages. x x x." [46]

In light of the circumstances in this case, the Solicitor General further suggests two ways of writing finis to this dispute, i.e., to reconsider public respondent's resolution of February 28, 1992 and April 30, 1992 and reinstate petitioner's appeal to give the latter a chance to prove CAPANELA's insolvency or poverty, or to reverse the decision of the labor arbiter on the ground that there was no employer-employee relationship between petitioner CAPANELA and private respondent Sanchez. Harmonizing our evaluation of the facts of this case with the greater interests of social justice, and considering that the parties involved are those upon whose socio-economic status we prefaced this opinion, we opt for the latter.

While this Court, when it finds that a lower court or quasi-judicial body is in error, may simply and conveniently nullify the challenged decision, resolution or order and remand the case thereto for further appropriate action, it is well within the conscientious exercise of its broad review powers to refrain from doing so and instead choose to render judgment on the merits when all material facts have been duly laid before it as would buttress its ultimate conclusion, in the public interest and for the expeditious administration of justice, such as where the ends of justice would not be subserved by the remand of the case. [47]

IN VIEW OF ALL THE FOREGOING PREMISES, the resolutions of February 28, 1992 and April 30, 1992 of respondent National Labor Relations Commission are accordingly ANNULLED, and the adjudgment of Labor Arbiter Dominador B. Saldares in NLRC Case No. RAB III 01-1931-91 is hereby REVERSED and SET ASIDE.

SO ORDERED.

Narvasa, C.J., (Chairman), Bidin, Puno and Mendoza, JJ., concur.

[1] The contemporary version, of varying attributions, is that "he who is less favored in life must be more favored

in law."

[2] Annex A, Petition; Presiding Commissioner Lourdes C. Javier, ponente, with Commissioners Irineo B. Bernardo and Rogelio I. Rayala, concurring; Rollo , 11-13.

[3] NLRC Case No. RAB III-01-1931-91; Original Record, 66-72.

[4] Annex B, Petition; Rollo , 14-15.

[5] Original Record, 1.

[6] Ibid., 23.

[7] Ibid., 42.

[8] Ibid., 44.

[9] Ibid., 56.

[10] Ibid., 72; per Labor Arbiter Dominador B. Saludaes.

[11] Ibid., 130.

[12] Ibid., 148.

[13] Ibid., 228.

[14] Ibid., 158.

[15] Ibid., 217.

[16] Ibid., 222.

[17] Ibid., 490.

[18] Rollo , 4-5.

[19] Ibid., 29-30.

[20] Lopez Sugar Corp. vs. Federation of Free Workers, et al., G.R. Nos. 75700-01, August 30, 1990, 189 SCRA 179; Philippine Airlines, Inc. vs. NLRC, et al., G.R. No. 106374, June 17, 1993, 223 SCRA 463.

[21] Cando vs. NLRC, et al., G.R. No. 91344, September 14, 1990, 189 SCRA 666; Five J Taxi vs. NLRC, et al., G.R. No. 100138, August 5, 1992, 212 SCRA 225.

[22] Baby Bus, Inc. vs. Minister of Labor, et al., G.R. No. 54223, February 26, 1988, 158 SCRA 220; Needle Queen Corp. vs. Nicolas, etc., G.R. Nos. 60741-43, December 22, 1989, 180 SCRA 568; San Miguel Corporation vs. Javate, et al., G.R. No. 54244, January 27, 1992, 205 SCRA 469.

[23] Mary Johnston Hospital, et al. vs. NLRC, et al., G.R. No. 73839, August 30, 1988, 165 SCRA 110; Philippine Telegraph and Telephone Corp. vs. NLRC, et al., G.R. No. 80600, 183 SCRA 451.

[24] Cartagenas, et al. vs. Romago Electric Co., Inc., et al., G.R. No. 82973, September 15, 1989, 177 SCRA 637; Asian Construction and Development Corporation vs. NLRC, et al., G.R. No. 85866, July 24, 1990, 187 SCRA 784; Tiu vs. NLRC, et al., G.R. 83433, November 12, 1992, 215 SCRA 541.

[25] Original Record, 31-32.

[26] *Ibid.*, 33.

[27] *Ibid.*, 34.

[28] *Ibid.*, 119.

[29] Manifestation and Motion in Lieu of Comment of the Solicitor General, 7-8; Rollo , 74-75.

[30] *Hydro Resources Contractors Corp. vs. Pagalilauan, et al.*, G.R. No. 62909, April 18, 1989, 172 SCRA 399; *Singer Sewing Machine Corp. vs. Drilon, et al.*, G.R. No. 91307, January 24, 1991, 193 SCRA 270; *Villuga, et al. vs. NLRC, et al.*, G.R. No. 75038, August 23, 1993, 225 SCRA 537.

[31] Rollo , 76-77.

[32] Sec. 8, Rule VIII, Book III, Omnibus Rules Implementing the Labor Code; *Associated Anglo-American Tobacco Corp. vs. Hon. Clave, etc., et al.*, G.R. No. 50915, August 30, 1990, 189 SCRA 127. Cf. *Aboitiz Shipping Employees Association vs. NLRC, et al.*, G.R. No. 50915, August 30, 1990, 189 SCRA 127. See *Phone-Poulenc Agrochemicals Philippines, Inc. vs. NLRC, et al.*, G.R. Nos. 102633-35, January 19, 1993, 217 SCRA 249; *Development Bank of the Philippines vs. NLRC, et al.*, G.R. Nos. 100376-77, June 17, 1994, 233 SCRA 251.

[33] Sec. 9, *ibid.*, *id.*; *Industrial Timber Corp., et al. vs. NLRC, et al.*, G.R. No. 83616, January 20, 1989, 202 SCRA 465; *Baguio, et al. vs. NLRC, et al.*, G.R. Nos. 79004-08, October 4, 1991, 202 SCRA 465; cf. *Neri, et al. vs. NLRC, et al.*, G.R. Nos. 97008-09, July 23, 1993, 224 SCRA 717. See also Arts. 106 and 107, Labor Code.

[34] Rollo , 76.

[35] *Bautista vs. Inciong, etc., et al.*, G.R. No. 52824, March 16, 1988, 158 SCRA 665.

[36] Rollo , 6-7.

[37] *Ibid.*, 28-29.

[38] *Periquet vs. NLRC, et al.*, G.R. No. 91298, June 22, 1990, 186 SCRA 724; *Alto Sales Corp. vs. Intermediate Appellate Court, et al.*, G.R. No. 72763, May 29, 1991, 197 SCRA 618.

[39] *Chong Guan Trading vs. NLRC, et al.*, G.R. No. 81471, April 28, 1989, 172 SCRA 831; *Andaya, et al. vs. NLRC, et al.*, G.R. Nos. 73726-28, August 2, 1990, 188 SCRA 253.

[40] *Erectors, Inc. vs. NLRC, et al.*, G.R. No. 93690, October 10, 1991, 202 SCRA 597; *Blancaflor, et al. vs. NLRC, et al.*, G.R. No. 101013, February 2, 1993, 218 SCRA 366; *Union of Filipino Workers vs. NLRC, et al.*, G.R. No. 98111, April 7, 1993, 221 SCRA 267.

[41] *YBL (Your Bus Lines), et al. vs. NLRC, et al.*, G.R. No. 93381, September 28, 1990, 190 SCRA 160; *Rada vs. NLRC, et al.*, G.R. No. 96078, January 9, 1992, 205 SCRA 69; *Star Angel Handicraft vs. NLRC, et al.*, G.R. No. 108914, September 20, 1994.

[42] Art. 221, Labor Code.

[43] *Vda. de Inguillo vs. Employees Compensation Commission, et al.*, G.R. No. 51543, June 6, 1989, 174 SCRA 19.

[44] *Rapid Manpower Consultants, Inc. vs. NLRC, et al.*, G.R. No. 88683, October 18, 1990, 190 SCRA 747; *Ranara vs. NLRC, et al.*, G.R. No. 100969, August 14, 1992, 212 SCRA 631; *De Ysasi III vs. NLRC, et al.*, G.R. No. 104599, March 11, 1994, 231 SCRA 173.

[45] *Pacific Mills, Inc. vs. NLRC, et al.*, G.R. No. 88864, January 17, 1990, 181 SCRA 130.

[46] *Rollo*, 78-79.

[47] *Development Bank of the Philippines vs. Intermediate Appellate Court, et al.*, G.R. No. 73027, October 18, 1990, 190 SCRA 653; *Roman Catholic Archbishop of Manila, et al. vs. Court of Appeals, et al.*, G.R. No. 77425, June 19, 1991, 198 SCRA 300.

ABOUT BATAS.ORG

Study smarter at BATAS.org

The Philippine bar review and law-school companion built around how your brain actually remembers.

The complete Philippine law library - free for everyone.

More than 100,000 Supreme Court decisions, Republic Acts, and executive issuances - full-text searchable, browsable by category and year, and always free. No paywall, no login. This PDF came from it.

Audio case-brief lectures.

Any decision becomes a podcast-style lecture - facts, issues, ruling, and doctrine - with read-along highlighting and a hands-free presentation mode. Study while commuting, working out, or resting your eyes.

Bar review built on the science of memory.

Complete, sequenced courses for all eight bar subjects, narrated like podcasts and reinforced with retrieval practice and spaced review - the study techniques with the strongest evidence behind them.

The full law-school curriculum.

One subscription unlocks the entire J.D. curriculum - every subject, every lesson, with your progress tracked down to the paragraph so you can pick up exactly where you left off, on any device.

Mock exams that tell you where you stand.

Timed multiple-choice exams graded instantly, with per-subject score breakdowns and focus suggestions that point you at your weakest topics first.

A study planner that keeps you on pace.

Set your schedule and BATAS tells you every day whether you are on track for bar day - and exactly which lesson to take next.

Start free at <https://batas.org>

The law library is free forever - and your first lesson is one click away.

The text of this document is an official public record and remains in the public domain. Formatting, presentation, and compilation © 2026 batas.org.

Downloaded free from the batas.org Law Library. Share it freely - the library is free for every law student, bar reviewee, and practitioner.