

RODOLFO R. PALMERA, PETITIONER, VS. THE CIVIL SERVICE COMMISSION AND THE SECRETARY OF PUBLIC WORKS AND HIGHWAYS, RESPONDENTS.

G.R. No. 110168. August 04, 1994

Ponente: CRUZ, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-110168/>

CRUZ, J.:

Petitioner started working in the government in 1953 and has held various positions in the Ministry of Public Works. On October 1, 1982, upon the merger of the Ministry of Public Works and the Ministry of Public Highways, he was appointed Assistant Regional Director of the National Capital Region (NCR).

On April 24, 1986, Palmera was directed by then DPWH Minister Rogaciano M. Mercado to turn over his office to Pacifico Mendoza (who had been assigned thereat as OIC) and to report to the MPWH Central Office for his new assignment.

On June 26, 1987, then DPWH Secretary Vicente R. Jayme charged Palmera, along with several others, with grave misconduct and dishonesty in two administrative cases denominated as Adm. Case Nos. 87-28 and 87-29. Thereafter, all the respondents were placed under 90-day preventive suspension, which was lifted on November 16, 1987.

On December 1, 1987, another Memorandum was issued by then DPWH Secretary J. Nery Ferrer charging Palmera, together with other respondents, with grave misconduct and dishonesty. In this Adm. Case No. 87-44, Palmera was again placed under preventive suspension.

All of the above-mentioned administrative cases were based on the recommendation of the DPWH Fact-Finding Committee in an investigation of anomalies in the flood control and related projects in Metro Manila. Its findings were embodied in a number of separate complaints and informations filed with the Office of the Tanodbayan (Ombudsman) and the Sandiganbayan, for malversation, estafa, falsification and violations of R.A. No. 3019, and P.D. 1759.

On May 19, 1988, Palmera's second preventive suspension was lifted but he was no longer ordered reinstated.

The petitioner alleges that it was while he was still under preventive suspension that he learned of Pacifico Mendoza's appointment to his position. Palmera said he was repeatedly assured he would be appointed to another position but no such appointment was ever extended him.

Instead, the DPWH Assistant Secretary for Legal Services recommended that Palmera be hired on a contractual basis for the period from January 1 to December 31, 1987, to provide a legal basis for the payment of his salaries. After December 31, 1987, management would decide whether or not to renew the contract. The petitioner signed the contract but it was never renewed.

On November 21, 1991, Palmera filed with respondent Civil Service Commission a letter-appeal for his

reinstatement with full back wages and without loss of seniority rights. He also prayed for the nullification of the appointment of Mendoza as Assistant Regional Director.

The DPWH commented on the letter-appeal thus:

His acceptance of a contractual appointment as Technical Assistant to the Secretary on January 2, 1987 is an indication of his relinquishment of his former position as Asst. Regional Director. After the expiration of the Contract of Employment (contractual), no other appointment was issued to Mr. Palmera.

In its Resolution No. 92-944 dated July 23, 1992, the Commission found the contract of employment issued to Palmera to be violative of the Civil Service Law and Rules. Nevertheless, it dismissed the appeal mainly on the ground of laches. According to the Commission, Palmera failed to contest the issuance of the contract and his non-reinstatement within a reasonable period, thus rendering the appeal moot and academic.

On August 28, 1992, Palmera filed a motion for reconsideration of the resolution. He also submitted the affidavit of a certain Amado Dungca, who claimed to be an employee of then Executive Secretary Joker P. Arroyo. Dungca declared that Secretary Arroyo had on several occasions assured Palmera that he would make representations with DPWH officials for his reinstatement or his appointment to a position of equivalent or higher rank.

The Commission rejected Dungca's affidavit as mere hearsay and denied the motion for lack of merit in its Resolution No. 93-944 dated March 12, 1993.

In this petition to annul the resolution, it is alleged that the respondent Civil Service Commission committed grave abuse of discretion:

1. In ruling that petitioner's acceptance of a contractual appointment was an indication of his relinquishment of his position as Assistant Regional Director and foreclosed his right to contest his non-reinstatement;
2. In holding that petitioner is guilty of laches; and
3. In arbitrarily disregarding constitutional right of petitioner to security of tenure.

It is not disputed that the petitioner has the constitutional right to security of tenure. P.D. 807 specifically includes the position of Assistant Regional Director in the Career Executive Service. Thee career service is characterized by (1) entrance based on merit and fitness to be determined as far as practicable by competitive examination, or based on highly technical qualifications; (2) opportunity for advancement to higher career positions; and (3) security of tenure.

Security of tenure means that no officer or employee in the Civil Service shall be suspended or dismissed except for cause as provided by law and after due process. Together with the merit and fitness rule, it is a basic feature of the civil service system.

The public respondent contends that by accepting the contract and assuming the temporary position of Technical Assistant to the Secretary, the petitioner effectively relinquished his position as Assistant Regional Director and abided by the terms of the contract, including the limitation of its duration. When he accepted his temporary appointment, he abandoned his right to security of tenure conformably to the rulings of this Court, as in *Romualdez v. Civil Service Commission*:^[1]

(W)hen he accepted this temporary appointment, he was thereby effectively divested of security of tenure. A temporary appointment does not give the appointee any definite tenure of office but makes it dependent upon the pleasure of the appointing power.

The above-cited case is not on all fours with the present case. The circumstances surrounding the herein

petitioner's acceptance of the temporary appointment are different from those in Romualdez. In the latter case, Romualdez applied for the temporary appointment in exchange for his permanent position and he acted on his own volition, with full knowledge of the consequences of his act.

Palmera had no intention to abandon his permanent position and his security of tenure therein. The petitioner had been working in the government for about 34 years. It cannot be reasonably supposed that by signing the contract, he was knowingly relinquishing his permanent post and all his concomitant rights, including his accrued leave benefits. Furthermore, the petitioner was already getting on in years and could not afford to face an uncertain future without a regular and steady income.

The memorandum issued by the Legal Officer of the DPWH explains the rationale for the execution of the contract of services thus:

I strongly recommend that Mr. Palmera be given a contractual appointment covering the period from January 1, 1987 to December 31, 1987, to provide legal basis for payment of salaries for services rendered or during the period that he has been reporting for duty. After December 31, 1987, management will decide whether or not to renew his contract. (Annex "D" to the Petition; Rollo p. 41; emphasis supplied)

It can be inferred from this statement that Palmera did not seek to be appointed as Technical Assistant to the Secretary. He was not informed of the real objective of contract. He was made to understand that the contract was merely for the sake of formality, to give some legal basis for his compensation for 1987.

The public respondents did not categorically deny the petitioner's allegation that he returned to work immediately after the lifting of his first preventive suspension. Such conduct was definitely inconsistent with the imputation that he intended to surrender his permanent office. In the old but still valid case of *Santiago v. Agustin*,^[2] this Court said:

A public office may become vacant by abandonment. In order to constitute abandonment of office, it must be total and under such circumstances as clearly to indicate an absolute relinquishment. Temporary absence is not sufficient. There must be an intention, actual or imputed to abandon the office. (Emphasis supplied)

The Commission itself has held that the contract of service entered into by the petitioner and DPWH officials was null and void for being contrary to law and public policy.

A void or inexistent contract is one which has no force and effect from the very beginning, as if it had never been entered into, and which cannot be validated either by time or by ratification. Hence, the subject contract cannot be used as basis for the claim that the petitioner abandoned his post as Assistant Regional Director.

The public respondents further contend that the petitioner is guilty of laches because he sought to implement the order dated November 16, 1987, only on November 18, 1991, or more than 4 years later. Consequently, he is deemed to have forfeited any remedy to which he may have been entitled under the law.

The reasonableness of the period within which a claim for reinstatement may be filed is determined on a case-by-case basis. There is no absolute rule on what constitutes laches or staleness of demand, which is to be determined according to the particular circumstances of each case.

In the instant case, the petitioner's inaction was due to his reliance on the assurances made to him that he would be appointed to another position. It is not disputed that he continued reporting for work in the Office of the Secretary even after learning that somebody else had been appointed to replace him. Palmera could not have done so unless he was assured of his reappointment. Such assurances were obviously made in recognition of the petitioner's right to reinstatement upon the lifting of his preventive suspension.

These circumstances justify the application in this case of the following ruling laid down in *Cristobal v. Melchor*:^[3]

The doctrine of laches is an equitable principle applied to promote but never to defeat justice. Thus, where laches is invoked against a plaintiff by reason of the latter's failure to come to court within the statutory period provided in the law, the doctrine of laches will not be taken against him where the defendant is shown to have promised from time to time to grant the relief sought for. Again, We have jurisprudence that where a defendant or those claiming under him recognized or directly or impliedly acknowledged existence of the right asserted by a plaintiff, such recognition may be invoked as a valid excuse for a plaintiff's delay in seeking to enforce such right. In brief, it is indeed the better rule that courts, under the principle of equity, will not be guided or bound strictly by the statute of limitations or the doctrine of laches when to do so, manifest wrong and injustice would result. (Emphasis supplied)

In that case, the petitioner took nine years before filing suit for his reinstatement, also because of repeated assurances of his reappointment, which never materialized.

It should also be noted that laches is not concerned merely with lapse of time, unlike prescription. While the latter deals with the fact of delay, laches deals with the effect of unreasonable delay. To constitute laches, it is required that (1) the complainant must have knowledge of the conduct of the defendant or of one under whom he claims, and (2) he must have been afforded an opportunity to institute suit. The first requirement is lacking in this case. There was no formal communication to the petitioner that he had already been dismissed from the service. The contract cannot be considered a notice of dismissal because it was null and void and therefore produced no legal effect.

Section 24 (d) of P.D. 807 provides:

Any person who has been permanently appointed to a position in the career service and who has, through no delinquency or misconduct, been separated therefrom may be reinstated to a position in the same level for which he is qualified.

It follows that the petitioner should be immediately reinstated to his former position or appointed to another position of equivalent rank and compensation. However, in view of his pending cases before the Ombudsman and the Sandiganbayan, back salaries may not be paid to him at this time and until he is absolved of all the administrative and criminal charges against him.

WHEREFORE, judgment is hereby rendered declaring the petitioner's dismissal from the service to be illegal and ordering his immediate reinstatement to his former position or his appointment to another position of equivalent rank, with payment of back wages only if and when he is exonerated of the administrative and criminal charges filed against him. No costs.

SO ORDERED.

Narvasa, C.J., Padilla, Bidin, Regalado, Davide, Jr., Romero, Melo, Quiason, Puno, Vitug, Kapunan, and Mendoza, JJ., concur.

Feliciano, J., in the result.

Bellosillo, J., on official leave.

[1] 197 SCRA 168.

[2] 46 Phil. 14.

[3] 78 SCRA at 184-185.

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.