ROGELIO C. DAYAN, PETITIONER, VS. BANK OF THE PHILIPPINE ISLANDS, XAVIER LOINAZ, OSCAR CONTRERAS, AND GERLANDA DE CASTRO, RESPONDENTS.

G.R. No. 140692. November 20, 2001

Ponente: VITUG, J.

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VITUG, J.:

The petition for review seeks the reversal of the decision and resolution, dated 30 April 1999 and 30 August 1999, respectively, of the Court of Appeals in CA-G.R. SP No. 51421 reversing the resolution of 30 August 1996 of the National Labor Relations Commission ("NLRC").

Petitioner Rogelio C. Dayan started his employment on 30 June 1956 with the Commercial Bank and Trust Company. He rose from the ranks from that of a mere clerk to FX clerk in 1957, FX Bookkeeper in 1959, Chief Bookkeeper in 1964, Supervisor of the Administrative Department in 1969, and Supervisor of the Reconciliation Department in 1978, which latter position he continuously occupied until respondent Bank of the Philippine Islands acquired and absorbed the Commercial Bank and Trust Company. In 1981, Dayan was promoted Administrative Assistant by respondent bank in its centralized accounting office. He held several positions thereafter - Assistant Manager of Internal Operations in 1983, Assistant Manager of Correspondent Bank in 1988, Assistant Manager of Branch Operations in 1990, Assistant Manager of the Supplies Inventory in 1991, and then Senior Assistant Manager of the Supplies Inventory in 1991-1992. In addition to the series of promotions, Dayan was the recipient of various commendations.

Sometime in December 1991, the post of Purchasing Officer became vacant as its former occupant had retired. The vacated position was offered to Dayan which he initially declined but, due to the insistence of his superiors, he later accepted on a temporary basis in February 1993.

On 10 June 1993, Assistant Vice President Gerlanda E. De Castro of the bank, in a memorandum of even date, placed petitioner under suspension. The full text of the communication read:

> "Date
>
> :
>
> June 10, 1993
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> For
>
> :
>
> SAM Rogelio C. Dayan
>
> RE
>
> :

SUSPENSION

"This is to advice that you are placed under suspension effective immediately, until further notice, due to matters/issues presented to you during our meeting this morning with SVP OL Contreras, VP EO Adre, SM VGuillermo and myself."[1]

It would appear that respondent bank had earlier conducted interviews and took statements given by bank suppliers, forwarders and bank employees regarding certain supposed malpractices committed by petitioner during his term as a purchasing officer of the bank. The report,[2] dated 07 July 1993, signed and noted by Rodolfo D. Bernejo and Victor M. Guillermo, Manager and Senior Manager, respectively, contained the alleged misconduct committed by petitioner, such as in asking for a 5% commission on purchase orders, "donations totaling P5K" to pay off his medical bills, and a bottle of cognac from Alta Printing Services, as well as for overpricing the BPI Family Bank's passbook, soliciting a gift (refrigerator) for his daughter's wedding from Bind Master Enterprises and JLI Transport, and obtaining gifts from suppliers on the occasion of his birthday in March 1993. The report also made negative findings and observations about his work performance.

On 14 June 1993, petitioner wrote a memorandum to the bank narrating what had transpired in his meeting with the bank on 10 June 1993 where he denied all the accusations against him and contested his preventive suspension. In another 11-page letter of 20 August 1993 to the Bank, he refuted, point by point, the charges leveled against him. His denials and plea for compassion notwithstanding, petitioner was dismissed by respondent bank via a notice of termination, dated 25 October 1993, signed by AVP Gerlanda de Castro.[3] In a letter of confession, dated 28 October 1993, petitioner ultimately admitted his infractions and instead asked for financial assistance.[4] He, at the same time, executed an undated "Release Waiver and Quitclaim" acknowledging receipt of P400,000.00 financial assistance from the bank and thereby releasing and discharging it, as well as its officers, stockholders and directors, including the bank "Retirement Plan," from any action or claim arising from his employment with the bank and membership in the retirement plan.[5]

Subsequently, however, petitioner claimed that the letter and the quitclaim were signed by him under duress. On 14 February 1994, he filed a case for Illegal Dismissal and Illegal Suspension, with a prayer for an award of retirement benefits, before the Labor Arbiter.

In his decision of 30 June 1995, the Labor Arbiter upheld the validity of the dismissal of petitioner based on loss of trust and confidence and denied his claim for retirement benefits and damages; thus:

"All told, in the light of a justifiable cause for dismissal, complainant as supervisory/managerial employee, having breached the trust and confidence reposed on him by respondent and substantial compliance to due process, complainant's dismissal is deemed valid and legal.

"Consequently, his claim for retirement benefits and damages having no factual or legal leg to stand on, must and is hereby DENIED.

"ACCORDINGLY, premises considered, the instant case is hereby DISMISSED for lack of merit."[6]

On appeal, the NLRC reversed the decision of the labor arbiter and declared the dismissal to be illegal on the ground that petitioner was denied due process ratiocinating that a hearing should have been afforded petitioner for a chance to confront the witnesses against him. In its ruling of 30 August 1996, the NLRC concluded:

"IN VIEW OF THE FOREGOING, respondent is hereby ordered to reinstate complainant Rogelio Dayan to his former position without loss of seniority rights and other privileges appurtenant thereto with full backwages from the time his salary was withheld from him up to [the] time of his retirement, less the amount already received by him."[7]

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Respondent bank filed with this Court, docketed G.R. No. 127115, a petition for certiorari questioning the NLRC decision. The Court referred the petition to the Court of Appeals. The appellate court rendered its decision on 30 April 1999 and resolution of 30 August 1999, reversing the judgment of the NLRC.

In its petition for review before this Court, petitioner argues that the Court of Appeals has wrongly relied on unsworn statements taken by the bank from its contractual employees. Petitioner believes that the factual conclusions of the NLRC which has acquired expertise on the matters entrusted to it should have instead been respected by the appellate court.

The Court is not convinced that the Court of Appeals has committed an error in holding to be justifiable the dismissal of petitioner from respondent bank. The pieces of evidence on the malpractices attributed to petitioner are simply too numerous to be ignored.

Contrary to petitioner's claim, the suppliers who complained about the mulcting activities did, in fact, execute affidavits, such as the sworn statements of Alberto Tadeo, owner of Alta Printing Services, and Jesus Ibe, owner of JLI Transport, which formed part of the records of his case.[8] Alfredo Baldonado, an employee under the supervision of petitioner, himself affirmed under oath the veracity of the suppliers' complaint and narrated still other incidents of irregularities which had come to his personal knowledge during the time he worked as a purchasing clerk under petitioner. The charges against petitioner were supported and backed up by an audit report conducted by the bank's audit team.

Petitioner bewails his preventive suspension. The policy of preventively suspending an employee under investigation for charges involving dishonesty is an acceptable precautionary measure in order to preserve the integrity of vital papers and documents that may be material and relevant to the case and to which he, otherwise, would have access by virtue of his position.[9]

It would appear that it was only after an exhaustive investigation that respondent bank finally decided to terminate the services of petitioner on 25 October 1993 via a "Notice of Termination."

The Court of Appeals was convinced that petitioner's dismissal had been justified under Article 282 of the Labor Code. It held:

> "`(c) Fraud or willful breach by the employee of the trust reposed in him by his employer or duly authorized representative.'
>
> "x x x x x x x x x
>
> "The statements of witnesses against respondent amply established that respondent was guilty of malfeasance against his employer. Thus, Alberto Tadeo, a supplier of printing materials for the company, attested that respondent demanded a 5% commission, a `donation' of P2,000.00 and a bottle of cognac for his birthday. Witness Jesus Ibe further testified that respondent demanded a refrigerator for his daughter's wedding and that when Ibe declined, respondent offered to shoulder half of the cost which he proposed to pay in installments to Ibe. Witness George Chee, another supplier, testified that respondent also asked for a refrigerator for his daughter's wedding. These statements are apart from the verbal complaints of other suppliers against respondent for extortion of a P5,000.00 to P7,000.00 commission.
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> "The suppliers' accounts have been substantially corroborated by respondent's own subordinates who directly observed his dealings with petitioner's suppliers. Among these are petitioner's purchasing clerk, Alfredo Baldonado, respondent's own secretary Sharon Lopez, and typist Joel Lim, all of whom testified that respondent asked for gifts from suppliers. The bank's janitor also testified that respondent deliberately delayed the facilitation of the documents of suppliers, by among others, asking for a massage while suppliers waited for the signing of vouchers.

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> "These sworn statements are replete with details, which to the mind of this court, are clear indications of the veracity of the witness' statements. They evince substantive and reasonable causes that would justify dismissal on the ground of loss of trust and confidence.
>
> "Juxtaposed with respondent's sweeping denials and imputations of evil motives against these witnesses on the theory that the suppliers, his subordinates and even the audit team which conducted the investigation were all engaged in a grand conspiracy to bring him down, the witnesses' statements are certainly more believable. Viewed together with respondent's own letter admitting his liability, it is easy to see that petitioner had reasonable basis to lose confidence in respondent."[10]

Petitioner was not just a rank and file employee. He held the critical posts of Senior Assistant Manager of the Supplies Inventory and Purchasing Officer of the bank at the time of his dismissal, handling fiduciary accounts and transactions and dealing with the bank's suppliers. His positions carried authority for the exercise of independent judgment and discretion[11] characteristic of sensitive posts in corporate hierarchy where a wide latitude could be supposed in setting up stringent standards for continued employment.

A bank, its operation being essentially imbued with public interest, owes great fidelity to the public it deals with. In turn, it cannot be compelled to continue in its employ a person in whom it has lost trust and confidence and whose continued employment would patently be inimical to the bank interest. The law, in protecting the rights of labor, authorized neither oppression nor self-destruction of an employer company which itself is possessed of rights that must be entitled to recognition and respect.[12]

The Court of Appeals, in addressing the issue of lack of due process raised by petitioner, ruled:

> "Instead, what he vigorously protests is the alleged lack of due process which attended his dismissal. He asserts that he was not fully given the chance to air his side.
>
> "We rule in favor of respondent on this point.
>
> "The law requires that the employer must furnish the worker sought to be dismissed with two written notices before termination of an employee can be legally effected: (1) notice which apprises the employee of the particular acts or omissions for which his dismissal is sought; and (2) the subsequent notice which informs the employee of the employer's decision to dismiss him. (International Pharmaceuticals, Inc. v. National Labor Relations Commission, 287 SCRA 213 [1998]) Apart from this, a hearing where the employee can explain his side is also necessary.
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> "In the case at bench, it may be recalled that after complaints were received by the management, respondent was called to a meeting on June 10, 1993, where he denied charges against him. Right after the meeting, he was given a notice of preventive suspension. During the period of his suspension, the bank's audit team conducted an investigation and took statements of witnesses against respondent. Respondent also filed his written explanation. After the investigation, respondent was given a notice of dismissal.
>
> "From this sequence of events, it is clear that petitioner failed to comply with the notice and hearing requirement of the law. The preliminary meeting between respondent and his superiors is not sufficient compliance with these requirements, as it was, as observed by the NLRC, merely exploratory and no witnesses were presented against him. It is doctrinal that a consultation or conference with the employee is not a substitute for the actual observance of notice and hearing. (Pepsi Cola Bottling Co. v. National Labor Relations Commission, 210 SCRA 276 [1992]; Equitable Banking Corporation v. National Labor Relations Commission, supra.) Moreover, where the employee denies charges against him, a hearing is necessary to thresh out any doubt. (Roche [Philippines] v. National Labor Relations Commission, 178 SCRA 386 [1989])
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> "Settled is the rule that the twin requirements of notice and hearing are indispensable for a dismissal to be validly effected. (Falguera v. Linsangan, 251 SCRA 365 [1995] However, when the dismissal is effected for a

> just and valid cause, as in this case, the failure to observe procedural requirements does not invalidate or nullify the dismissal of an employee. Hence, if the dismissal of an employee is for a just and valid cause but he is not accorded due process, the dismissal shall be upheld but the employer must be sanctioned for non-compliance with the requirements of due process. (Agao v. National Labor Relations Commission, supra.)
>
> "The dismissal of an employee must be for a just or authorized cause and after due process. Petitioner failed to comply with the second requirement. For such omission, an appropriate sanction should be imposed which generally varies depending upon the facts of each case and gravity of the omission. (Mabaylan v. National Labor Relations Commission, 203 SCRA 570 [1991]; Wenphil Corporation v. National Labor Relations Commission, 170 SCRA 69 [1994] In the case at bench, we rule that the amount of P5,000.00 is ample indemnity under the circumstances."[13]

The now prevailing rule has recently been handed down in Ruben Serrano vs. NLRC.[14] The Court has there clarified that -

> "Even in cases of dismissal under Art. 282, the purpose for the requirement of notice and hearing is not to comply with Due Process Clause of the Constitution. The time for notice and hearing is at the trial stage. Then that is the time we speak of notice and hearing as the essence of procedural due process. Thus, compliance by the employer with the notice requirement before he dismisses an employee does not foreclose the right of the latter to question the legality of his dismissal. As Art. 277(b) provides, `Any decision taken by the employer shall be without prejudice to the right of the worker to contest the validity or legality of his dismissal by filing a complaint with the regional branch of the National Labor Relations Commission.'
>
> "Indeed, to contend that the notice requirement in the Labor Code is an aspect of due process is to overlook the fact that Art. 283 had its origin in Art. 302 of the Spanish Code of Commerce of 1882 which gave either party to the employer-employee relationship the right to terminate their relationship by giving notice to the other one month in advance. In lieu of notice, an employee could be laid off by paying him a mesada equivalent to his salary for one month. This provision was repealed by Art. 2270 of the Civil Code, which took effect on August 30, 1950. But on June 12, 1954, R.A. No. 1052, otherwise known as the Termination Pay Law, was enacted reviving the mesada. On June 21, 1957, the law was amended by R.A. No. 1787 providing for the giving of advance notice or the payment of compensation at the rate of one-half month for every year of service.
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> "The Termination Pay Law was held not to be a substantive law but a regulatory measure, the purpose of which was to give the employer the opportunity to find a replacement or substitute, and the employee the equal opportunity to look for another job or source of employment. Where the termination of employment was for a just cause, no notice was required to be given to the employee. It was only on September 4, 1981 that notice was required to be given even where the dismissal or termination of an employee was for cause. This was made in the rules issued by the then Minister of Labor and Employment to implement B.P. Blg. 130 which amended the Labor Code. And it was still much later when the notice requirement was embodied in the law with the amendment of Art. 277(b) by R.A. No. 6715 on March 2, 1989. It cannot be that the former regime denied due process to the employee. Otherwise, there should now likewise be a rule that, in case an employee leaves his job without cause and without prior notice to his employer, his act should be void instead of simply making him liable for damages.
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> "The third reason why the notice requirement under Art. 283 can not be considered a requirement of the Due Process Clause is that the employer cannot really be expected to be entirely an impartial judge of his own cause. This is also the case in termination of employment for a just cause under Art. 282 (i.e., serious misconduct or willful disobedience by the employee of the lawful orders of the employer, gross and habitual neglect of duties, fraud or willful breach of trust of the employer, commission of crime against the employer or the latter's immediate family or duly authorized representatives, or other analogous cases)."[15]

In fine, the lack of notice and hearing is considered as being a mere failure to observe a procedure for the

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termination of employment which makes the dismissal ineffectual but not necessarily illegal. The procedural infirmity is then remedied by ordering the payment to the employee his full backwages from the time of his dismissal until the court finally rules that the dismissal has been for a valid cause. Re-examining the Wenphil doctrine, the Court has concluded:

> "Not all notice requirements are requirements of due process. Some are simply part of a procedure to be followed before a right granted to a party can be exercised. Others are simply an application of the Justinian precept, embodied in the Civil Code, to act with justice, give everyone his due, and observe honesty and good faith toward one's fellowmen. Such is the notice requirement in Arts. 282-283. The consequence of the failure either of the employer or the employee to live up to this precept is to make him liable in damages, not to render his act (dismissal or resignation, as the case may be) void. The measure of damages is the amount of wages the employee should have received were it not for the termination of his employment without prior notice. If warranted, nominal and moral damages may also be awarded.
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> "x x x x x x x x x
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> "In sum, we hold that if in proceedings for reinstatement under Art. 283, it is shown that the termination of employment was due to an authorized cause, then the employee concerned should not be ordered reinstated even though there is failure to comply with the 30-day notice requirement. Instead, he must be granted separation pay in accordance with Art. 283, to wit:
> "In case of termination due to the installation of labor-saving devices or redundancy, the worker affected thereby shall be entitled to a separation pay equivalent to at least his one (1) month pay or to at least one month for every year of service, whichever is higher. In case of retrenchment to prevent losses and in cases of closures or cessation of operations of establishment or undertaking not due to serious business losses or financial reverses, the separation pay shall be equivalent to one (1) month pay or at least one-half (1/2) month pay for every year of service, whichever is higher. A fraction of at least six months shall be considered one (1) whole year.

"If the employee's separation is without cause, instead of being given separation pay, he should be reinstated. In either case, whether he is reinstated or only granted separation pay, he should be paid full backwages if he has been laid off without written notice at least 30 days in advance.

"On the other hand, with respect to dismissals for cause under Art. 282, if it is shown that the employee was dismissed for any of the just causes mentioned in said Art. 282, then, in accordance with that article, he should not be reinstated. However, he must be paid backwages from the time his employment was terminated until it is determined that the termination of employment is for a just cause because the failure to hear him before he is dismissed renders the termination of his employment without legal effect.

"WHEREFORE, the petition is GRANTED and the resolution of the National Labor Relations Commission is MODIFIED by ordering private respondent Isetann Department Store, Inc. to pay petitioner separation pay equivalent to one (1) month pay for every year of service, his unpaid salary, and his proportionate 13th month pay, in addition, full backwages from the time his employment was terminated on October 11, 1991 up to the time the decision herein becomes final. For this purpose, this case is REMANDED to the Labor Arbiter for computation of the separation pay, backwages, and other monetary awards to petitioner."[16]

Although his reinstatement would then be out of the question, petitioner could have been entitled, nevertheless, to backwages from the time of his termination on 25 October 1993 until his retirement on 24 March 1994 or a period of five (5) months had it not been for his duly executed letter of 28 October 1993 and "Release, Waiver and Quitclaim," acknowledging receipt of P400,000.00 from the bank, thereby releasing and discharging it, as well as its officers, stockholders, directors and the Bank Retirement Plan, from any action or claim arising from his employment with the bank and membership in the Retirement Plan. The documents read:

"Dear Sir/Madam:

"I received your letter dated 25 October 1993 terminating my employment for the reason stated therein. I admit the fault attributed to me and accept all the consequences of my infraction, including the forfeiture of whatever benefits and interests I may have under the Bank's Retirement Plan and policies, without any reservation.

"I however appeal for humanitarian considerations and request Management to grant me financial assistance to help me endure these difficult times. I understand that whatever amount Management might grant me will be purely out of its generosity and not because of any legal obligation.

"Thank you."[17]

The document of "Release, Waiver and Quitclaim" reads:

"THAT I, ROGELIO C. DAYAN, of legal age, Filipino citizen and a resident of 50 Bulusan Street, Quezon City, Metro Manila, acknowledge that my employment with Bank of the Philippine Islands (hereinafter called the `Bank') validly ceased effective 25 October 1993, and that I have received a financial assistance from the Bank in the amount of Four Hundred Thousand Pesos (P400,000.00), Philippine currency.

"Furthermore, and in consideration of the foregoing -

"1. I acknowledge the value of the opportunity afforded to me to be of service to the Bank.

"2. I release, remise and forever discharge the Bank, its stockholders, officers, directors, agents or employees, and the Bank's Retirement Plan and its trustee, from any action, claim for sum of money, or other obligations arising from all incidents of my employment with the Bank and membership in the aforesaid Retirement Plan or the cessation of such employment or membership.

"3. I acknowledge that I have received all amounts that are now or in the future may be due me from the Bank.

"4. I will not at any time, in any manner whatsoever, directly or indirectly engage in any activity prejudicial to the interest of the Bank, its stockholders, officers, directors, agents or employees, and will not disclose any confidential information concerning the business of the Bank.

"5. I acknowledge that I have no cause of action, compliant, case or grievance whatsoever against the Bank, its stockholders, officers, directors, agents or employees, nor against the Bank's Retirement Plan and its trustee, in respect of any matter incident to or arising out of my employment with the Bank or membership in the aforesaid Retirement Plan, or the cessation of such employment or membership. I further warrant that I will institute no action against the Bank, its stockholders, officers, directors, agents or employees nor against the Bank's Retirement Plan and its trustee, and will not continue to prosecute any pending action which I may have filed or which may have been filed on my behalf against them.

"6. I manifest that the grant to me by the Bank of the financial assistance hereinbefore stated shall not be taken by me, my heirs or assigns as a confession or admission of liability on the part of the Bank, its stockholders, officers, directors, agents or employees for any matter, cause, demand or claim for damage which I may have against any or all of them. I confirm that the Bank has given to me the aforesaid financial assistance not as a matter of legal obligation, but as a pure act of generosity.

"7. I agree that the Bank may bring action to seek an award for damages resulting from my breach of this release, waiver and quitclaim. Such award shall include but not be limited to the return of the financial assistance given to me by the Bank.

"8. I finally declare that I have read this entire document, the contents of which have been explained to me and which I acknowledge to understand, and that the entire release, waiver and quitclaim hereby given are made by me willingly, voluntarily and with full knowledge of my rights under the law."[18]

Petitioner would now claim that the letter and quitclaim, aforequoted, were obtained through deception and coercion.

The contention hardly persuades.

Far from having been pressured into executing the documents, it would appear that petitioner even haggled and pled for some consideration from respondent bank invoking his longevity of service in the company. Sicangco vs. NLRC[19]explained -

> "Quitclaims executed by employees are commonly frowned upon as contrary to public policy and ineffective to bar claims for the full measure of the worker's legal rights. Neither does acceptance of benefits estop the employee from prosecuting his employer for unfair labor practice acts. The reason is plain. Employer and employee obviously do not stand on the same footing.
>
> "Nevertheless, the above rule is not without exception, as this Court held in Periquet v. NLRC:
> "`Not all waivers and quitclaims are invalid as against public policy. If the agreement was voluntarily entered into and represents a reasonable settlement, it is binding on the parties and may not later be disowned simply because of a change of mind. It is only where there is clear proof that the waiver was wangled from an unsuspecting or gullible person, or the terms of settlement are unconscionable on its face, that the law will step in to annul the questionable transaction. But where it is shown that the person making the waiver did so voluntarily, with full understanding of what he was doing, and the consideration for the quitclaim is credible and reasonable, the transaction must be recognized as a valid and binding undertaking."[20]

Petitioner was a managerial employee and held the rank of Senior Assistant Manager with a vast experience behind him. As so aptly observed by the Labor Arbiter -

> "Moreover, we do not believe that a person such as complainant occupying a sensitive position after rising from the ranks would be willing to compromise his future by agreeing to execute a document highly prejudicial to his interest. It was simply not a question of choosing between the devil and the deep blue sea, but more of a case of one making the most of worse situation. Complainant knew and was well aware of the consequences of his act hence, his act of repentance at the last moment to save his lost 37 years of service."[21]

Surely, petitioner cannot now be allowed to renege on the voluntary settlement of his claim with the bank.

WHEREFORE, the decision of the Court of Appeals reinstating the decision of the Labor Arbiter and setting aside the NLRC's decision is AFFIRMED.

SO ORDERED.

Melo, (Chairman), Sandoval-Gutierrez, and Carpio, JJ., concur.
Panganiban, J., in the result.

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[1] Rollo, p. 193.

[2] Rollo, pp. 225-229, Annex "D" of Respondents' Memorandum.

[3] Rollo, p. 248.

[4] Rollo, p. 249, Annex "G" of Respondents' Memorandum.

[5] Rollo, pp. 250-251, Annex "H" of Respondents' Memorandum.

[6] Rollo, pp. 174-175.

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[7] Rollo, p. 41.

[8] See Rollo, pp. 219-220; 223-224, Annex A and C to respondent's Memorandum.

[9] Annex "E" to Respondent's Memorandum Rollo, pp. 242-247.

[10] Rollo, pp. 47-49.

[11] Magos vs. NLRC, 300 SCRA 484; Villuga vs. NLRC, 225 SCRA 537; Franklin Baker Co. vs. Trajano, 157 SCRA 416.

[12] Ruben Serrano vs. NLRC, 323 SCRA 445.

[13] Rollo, pp. 50-51.

[14] 323 SCRA 445. The case was penned by Justice Vicente V. Mendoza, concurred in by Chief Justice Hilario G. Davide, Jr., Justices Jose A.R. Melo, Santiago M. Kapunan, Leonardo A. Quisumbing, Fidel P. Purisima, Bernardo P. Pardo, Arturo B. Buena, Minerva P. Gonzaga-Reyes and Sabino R. de Leon, Jr. Separate opinions were filed by Justices Josue N. Bellosillo, Reynato S. Puno, Jose C. Vitug, and Artemio V. Panganiban. Justice Puno was joined by Justice Consuelo Ynares-Santiago.

[15] At pp. 468-470.

[16] At pp. 471-476.

[17] Rollo, p. 249.

[18] Rollo, pp. 250-251.

[19] 235 SCRA 96.

[20] At pp. 101-102.

[21] Rollo, p. 173.

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