

MARINERS POLYTECHNIC COLLEGES FOUNDATION, INC., PETITIONER, VS. ARTURO J. GARCHITORENA, RESPONDENT.

G.R. No. 162253. August 13, 2008

Ponente: AUSTRIA-MARTINEZ, J.

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AUSTRIA-MARTINEZ, J.:

Before us is a Petition for Review on Certiorari under Rule 45 of the Rules of Court seeking to reverse and annul the December 5, 2003 Resolution[1] of the Court of Appeals (CA) in CA-G.R. SP No. 80719 and its Resolution[2] dated January 29, 2004.

The Facts

The facts as stated in the Resolution[3] of the National Labor Relations Commission (NLRC) are as follows:

Complainant was hired as a college instructor by respondent [herein petitioner] school way back in June 1986. After two years of full time teaching complainant went on leave of absence to go abroad in November 1988. When he came back in June 1992, he applied again in respondent school as a college instructor and was accepted. Since then he had continuously taught in the school. However, he alleged that without any cause or reason given to him for the first semester of school year 1997- 1998 he was not given his regular load. When complainant inquired from the Dean of the College why he was not given his regular teaching load, the Dean advised complainants to see the Executive Vice-President of the school, Ms. Melissa Jimenez Ampuan, who according to complainant, just casually told him to "take a rest" or in Bicol dialect "Magpahingalo ka muna."

Hence, the instant complaint alleging that he was illegally dismissed.

x x x x[4]

The Labor Arbiter (LA) ruled in favor of the complainant. The LA held that the complainant was a regular employee and not a probationary employee as alleged by the petitioner. Thus, complainant could only be dismissed for cause and with due process. The LA ruled, to wit:

We are not persuaded that complainant was a mere probationary employee as shown by a Service Contract executed sometime on November 11, 1996, hence deemed a part-time instructor. The aforesaid contract notwithstanding, complainant admittedly is a classroom instructor or teacher in respondents' Marine Engineering Department. He was engaged to perform activities, which are usually necessary or desirable in the usual business or trade of respondent as an education institution. His regular employment for a considerable length of time with respondent from 1986 and thereafter to be converted into a probationary employment in the second semester of School Year 1996-1997, is definitely a diminution of a worker's rank and benefits which is frowned upon by our law and the Constitution.

Besides, when complainant was rehired in 1992 he was not made to sign a Service Contract that he should undergo a probationary employment, instead he was considered and certified as a full-time instructor, apparently because of his teaching competence which had already been tried and tested, thus commended as having performed "very satisfactorily". He reentered the service in 1992 as a regular or permanent teacher. As

such, he could not now be discharged solely on account of the expiration of her [sic] alleged Service Contract. He could only be dismissed for cause and with due process, as provided by Article 279 of the Labor Code.

On the issue of dismissal, the evidence adduced by the respondents shows that indeed they deliberately refused to provide complainant with any teaching load comes the 1st Semester of School Year 1997-1998. Their justification on this regard were herein quoted as follows:

With a heavy heart, Ms. Ampuan did not renew anymore the service contract of the complainant for the following semester (first semester, SY 1997-1998). Her intention was to allow the complainant to go on vacation for one semester, or sort of allowing him to 'unwind' as she was suspecting that the complainant was 'burning out' on the stress of the job as a teacher. That was the reason why Ms. Ampuan told the complainant to rest for a while ('magpahingalo ka muna').

Clearly the non-renewal of the service contract of the complainant as claimed by the respondent was without any prior notice, neither was the complainant given the opportunity to explain, if ever, there is something to be 'unwind' where respondents considered complainant to have been 'burned out'. x x x[5] (Emphasis supplied)

The NLRC affirmed the decision of the LA. The NLRC in its decision ruled that since the complainant was rehired in 1992, it made him a regular teacher.[6] Moreover, the evidence presented by the complainant showing his teaching load since 1992 to 1997 very clearly showed that he was a full-time instructor.[7]

In addition, the NLRC affirmed the finding of the LA that when the complainant was rehired in 1992 he was not made to sign a service contract; thus, he was considered and certified as a full-time instructor who could only be dismissed for cause and with due process.[8] In addition, the NLRC held that the petitioner failed to substantiate with evidence the alleged complaints against complainant to merit his dismissal.[9]

Petitioner's Motion for Reconsideration was denied by the NLRC. It then appealed the decision to the CA via a Petition for Certiorari[10] under Rule 65 of the Rules of Court.

The Court of Appeals Ruling

The CA dismissed the petition outright, to wit:

The instant Petition for Certiorari being defective in that the complaint; the parties' respective position papers filed with the Labor Arbiter to which are usually attached their evidence; and the Reply, if any, to each other's position papers are not attached thereto, the same is DISMISSED outright.

SO ORDERED.[11]

Furthermore, the CA disposed of respondent's Motion for Reconsideration in the following fashion:

WHEREFORE, for utter failure of the petitioner to comply with Section 3, Rule 46 of the aforesaid Rules (Rules of Court), the instant motion is DENIED for lack of merit.

SO ORDERED.[12]

Hence, herein petition.

The Issues

Petitioner raises the following issues:

- WHETHER OR NOT THE HONORABLE COURT OF APPEALS CORRECTLY DISMISSED THE PETITION OUTRIGHT FOR FAILURE TO APPEND TO ITS PETITION "THE COMPLAINT, THE PARTIES RESPECTIVE POSITION PAPERS FILED WITH THE LABOR ARBITER OF WHICH ARE USUALLY ATTACHED THEIR EVIDENCE, AND THE REPLY, IF ANY, TO EACH, OTHERS

POSITION PAPERS."

- WHETHER OR NOT THE HONORABLE COURT OF APPEALS, CORRECTLY DISMISSED THE PETITION OUTRIGHT AND DENIED THE MOTION FOR RECONSIDERATION BY APPLYING STRICTLY TECHNICAL RULES OF PROCEDURE.[13]

The Court's Ruling

The petition is meritorious. There is sufficient compliance with Section 3 of Rule 46 of the Rules of Court. The CA dismissed the petition before it for failure of petitioner to submit a copy of the complaint, the position papers of the parties and the reply if any.

Petitioner argues that it has substantially complied with the requirements of Section 3 of Rule 46 of the Rules of Court when it attached the following documents to its petition before the CA: (1) the LA decision, (2) its Memorandum of Appeal, (3) the NLRC decision, (4) its Motion for Reconsideration, and (5) the decision of the NLRC denying its Motion for Reconsideration. Moreover, it argues for the Rule's subjective tenor and therefore asks for judicial prudence.

Pertinent portions of the Rule are reproduced hereunder:

SEC. 3. Contents and filing of petition; effect of noncompliance with requirements. -- x x x

It shall be filed in seven (7) clearly legible copies together with proof of service thereof on the respondent with the original copy intended for the court indicated as such by the petitioner, and shall be accompanied by a clearly legible duplicate original or certified true copy of the judgment, order, resolution or ruling subject thereof, such material portions of the record as are referred to therein and other documents relevant or pertinent thereto. x x x. (Emphasis supplied)

x x x x

The failure of the petitioner to comply with any of the foregoing requirements shall be sufficient ground for the dismissal of the petition.

Atillo v. Bombay[14] is instructive. The Court in interpreting a similar provision in the Rules of Court[15] gave the following observations:

The mandatory tenor of Section 2(d), Rule 42 with respect to the requirement of attaching clearly legible duplicate originals or true copies of the judgments or final orders of both lower courts is discernible and well settled. In this case, the mandatory or directory nature of the requirement with respect to the attachment of pleadings and other material portions of the record is put in question.

The phrase "of the pleadings and other material portions of the record" in Section 2(d), Rule 42 is followed by the phrase "as would support the allegations of the petition" clearly contemplates the exercise of discretion on the part of the petitioner in the selection of documents that are deemed to be relevant to the petition. x x x. The crucial issue to consider then is whether or not the documents accompanying the petition before the CA sufficiently supported the allegations therein.[16] (Emphasis supplied)

In the case at bar, we find that the documents attached to the petition sufficiently supported the allegations therein. The attached LA decision made reference to the position papers of both parties in stating the factual antecedents of the case. Likewise, it embodied the cause of action of the complainant as well as the arguments of both parties. Annexed to the Memorandum of Appeal of the petitioner are the (1) Service Contract signed by the petitioner and the respondent, and (2) a copy of the workload of the complainant. The LA decision and the Memorandum of Appeal including its annexes obviated the need for the petitioner to attach the complaint and the position papers of

the parties. Furthermore, the NLRC decision and the petitioner's Motion for Reconsideration discussed the grounds for appeal and the arguments raised therein.

In addition, the main issue raised in the petition for certiorari filed with the CA is whether the complainant was a part-time employee or a regular employee. Had the CA given due course to the petition, it would necessarily resolve whether the NLRC committed grave abuse of discretion in affirming the LA in the face of the Service Contract signed by the complainant in 1992 which was attached to the petition for certiorari that the CA erroneously dismissed outright. We reiterate that the appellate court clearly put a premium on technicalities at the expense of a just resolution of the case.[17]

WHEREFORE, the assailed Resolutions of the Court of Appeals are SET ASIDE. The case is REMANDED to the CA for further proceedings and appropriate action.

No costs.

SO ORDERED.

Ynares-Santiago, (Chairperson), Chico-Nazario, Nachura, and Reyes, JJ., concur.

[1] Penned by Associate Justice Salvador J. Valdes, Jr. and concurred in by Justice Josefina Guevara-Salonga and Justice Arturo D. Brion (now a Member of this Court), rollo, pp. 23-24.

[2] Id. at 25-28.

[3] CA rollo, p. 51.

[4] CA rollo, pp. 53-54.

[5] Rollo, pp. 9-11.

[6] Id. at 85.

[7] Id.

[8] Id.

[9] Id. at 85-86.

[10] Id. at 29-45.

[11] Rollo, p. 23.

[12] Id. at 27.

[13] Memorandum, pp. 153-163.

[14] 404 Phil. 179 (2001).

[15] The Rules of Court, Rule 42, Section 2, provides as follows:

SEC. 2. Form and Contents. - The petition shall be filed in seven (7) legible copies, with the original copy intended for the court being indicated as such by the petitioner, and shall (a) state the full names of the parties to the case, without impleading the lower courts or judges thereof either as petitioners or respondents; (b) indicate the specific material dates showing that it was filed on time; (c) set forth concisely a statement of the matters involved, the issues raised, the specification of errors of fact or law, or both, allegedly committed by the Regional

Trial Court, and the reasons or arguments relied upon for the allowance of the appeal; (d) be accompanied by clearly legible duplicate originals or true copies of the judgments or final orders of both lower courts, certified correct by the clerk of court of the Regional Trial Court, the requisite number of plain copies thereof and of the pleadings and other material portions of the record as would support the allegations of the petition. (Emphasis ours)

Non-compliance with any of the foregoing requisites is a ground for the dismissal of a petition based on Section 3 of the same Rule, viz :

Sec. 3. Effect of failure to comply with requirements. - The failure of petitioner to comply with any of the foregoing requisites regarding the payment of, the docket and other lawful fees, the deposit for costs, proof of service of the petition, and the contents of and the documents which should accompany the petition shall be sufficient ground for the dismissal thereof.

[16] *Atillo v. Bombay*, supra note 14, at 368-369.

[17] *Cusi -Hernandez v. Diaz*, 390 Phil. 1245, 1252 (2000).

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