

KENJI OKADA, PETITIONER, VS. SECURITY PACIFIC ASSURANCE CORPORATION, RESPONDENT.

G.R. No. 164344. December 23, 2008

Ponente: REYES, R.T., J.

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REYES, R.T., J.:

"NITO o ou mono wa itto o mo ezu,"[1] says a Japanese proverb. If you run after two hares, you would catch neither. Kung hahabol ka sa dalawang kuneho, di mo mahuhuli ang isa man nito.

It would be more prudent - as it is proper - for petitioner to run after his employer to satisfy his money claims rather than stubbornly insist on an invalid bond.

This exhortation is apt in this petition for review on certiorari of the Decision[2] of the Court of Appeals (CA) in CA-G.R. SP No. 77451.[3] The CA set aside the Labor Arbiter's Order dated March 28, 2003 and annulled the writ of execution dated October 15, 2002 in so far as it ordered the satisfaction of the decision from Surety Bond No. SPAC-01061/2001 issued by respondent Security Pacific Assurance Corporation (SPAC).

The Facts

On January 14, 1999, petitioner Kenji Okada filed a complaint for illegal dismissal, payment of service incentive leave, 13th month pay, damages, and attorney's fees against then Meiyu Technology Corporation (Meiyu)[4] before the Labor Arbiter. The complaint, docketed as NLRC NCR Case No. 00-01-00520-99, likewise impleaded Meiyu officers, namely: Hideaki Terraya, Keiji Sobana, and Voltaire Soriano.[5] The case was raffled off to Labor Arbiter Fatima Jambaro-Franco.

On July 12, 1999, the Labor Arbiter rendered judgment in favor of petitioner. The dispositive part of the Arbiter ruling reads:

WHEREFORE, in view of the foregoing, the respondents Meiyu Technology Corporation/Hideaki Terraya/Keiji Sobana and Voltaire Soriano are hereby directed to pay, jointly and severally complainant Kenji Okada the amount of SIX MILLION THREE HUNDRED EIGHTY THOUSAND PESOS (P6,380,000.00), representing the monetary awards as above-computed and attorney's fees.

All other claims are DISMISSED for lack of merit.

SO ORDERED.[6]

Expectedly, Meiyu appealed the decision to the National Labor Relations Commission (NLRC).[7] It posted an appeal bond issued by Wellington Insurance Co., Inc. in the amount equivalent to the monetary judgment. In their appeal memorandum, Meiyu argued, inter alia, that the action for reinstatement and payment of benefits has prescribed.

On November 5, 1999, the NLRC reversed the decision of the Labor Arbiter, on the ground of prescription.[8] The NLRC resolved:

Article 291 of the Labor Code, as amended, provides:

"All money claims arising from employer-employee relations accruing during the effectivity of this Code shall be filed within three (3) years from the time the cause of action accrued; otherwise they shall be forever barred."

In connection therewith, the Supreme Court in *Calianta v. Carnation Philippines*, G.R. 70615, Feb. 28, 1986, ruled that the period of prescription mentioned under Article 291 of the Labor Code refers to and is "limited to money claims," all other cases of injury to rights of working man being governed by the Civil Code. Hence, an action for reinstatement is four years, for the injury to the employee's right as provide[d] under Article 1146 of the Labor Code. The four-year prescriptive period under Article 1146 of the New Civil Code is applied by way of supplement.

In the case at bar, there is no dispute that complainant's employment was terminated on 5 May 1993. Hence, complainant had until 5 May 1997 within which to file the complaint for reinstatement or until 5 May 1996 for his money claims.

In relation thereto, Article 217 of the Labor Code declares that,

"a) x x x the Labor Arbiter shall have original and exclusive jurisdiction to hear and decide x x x the following cases involving all workers x x x.

x x x x

2. Termination disputes."

Article 292 of the Labor Code also mandates that "money claims specified in the immediately preceding Article shall be filed before the appropriate entity."

In connection therewith, Article 1155 of the New Civil Code also states that "the prescription of actions is interrupted when they are filed before the court." And the phrase "before the court" should only mean before appropriate court, quasi or quasi-judicial body.

Therefore, the filing of the petition for reinstatement with the SEC which is not the appropriate court did not have the effect of suspending or interrupting the prescriptive period for the filing of an action for illegal dismissal and money claims.

The Labor Arbiter also seriously erred in holding that the respondents are estopped from questioning the Order dated 8 April 1993 (denying the motion to dismiss on ground of prescription), "inasmuch as the respondents' failure to appeal and question the Order means that they have acquiesced to the said findings."

Obviously, the Labor Arbiter a quo failed to consider Section 15, Rule V of the NLRC Rules of Procedure which provides that,

"Any motion to dismiss on the ground x x x that the cause of action, i.e. barred x x x by prescription, shall be immediately resolved by the Labor Arbiter by a written order. An order denying the motion to dismiss x x x is not appealable."[9]

Aggrieved, petitioner moved for reconsideration of the NLRC judgment. In his motion for reconsideration, petitioner averred that the appeal was not perfected because the bond posted by Meiyu was spurious. It had no legal effect. Hence, the decision of the Labor Arbiter became final and executory.[10]

Upon verification, the NLRC found that the appeal bond was, indeed, spurious. It then set aside its earlier decision and reinstated the Labor Arbiter's Decision dated July 12, 1999 in favor of petitioner.[11]

Meiyu elevated the matter to the CA via petition for certiorari.[12]

Meantime, petitioner moved for the execution of the Arbiter award. Meiyu opposed petitioner's motion for execution pending appeal, alleging it did not know that the appeal bond it earlier filed was spurious. Together with the petition, it posted another appeal bond, this time issued by private respondent SPAC, with the purpose of staying the execution of the Labor Arbiter's decision.[13]

In a Decision dated August 6, 2001, the CA denied Meiyu's petition. The appellate court held that Meiyu failed to perfect its appeal because a fake or spurious bond produces no legal effect. The appellate court further ruled that the Labor Arbiter's decision lapsed into finality.[14]

Predictably, on October 15, 2002, a writ of execution[15] was issued by the Labor Arbiter. A notice of garnishment[16] was later issued by Sheriff Conrado Gaddi.

On October 23, 2002, respondent SPAC filed a manifestation and motion to quash writ of execution before the Labor Arbiter.[17] Respondent posited that it should be discharged from any liability on the bond it issued to Meiyu on the following grounds: (1) the bond would not have served its purpose of staying the execution or perfecting the appeal required under Article 223 of the Labor Code; (2) the bond was filed only when the case was already with the CA or long after the Honorable Commission declared the appeal from the Labor Arbiter's decision ineffective; and (3) said bond was not approved at all by the tribunals concerned because the CA sustained the NLRC's dismissal of the appeal.[18]

Labor Arbiter and CA Dispositions

In its Order[19] dated March 28, 2003, the Labor Arbiter denied SPAC's motion to quash writ of execution. The Arbiter opined:

In other words, the obligation of the respondents to the Commission was to submit a surety bond in order to perfect its appeal. On the other hand, the obligation of movant SPAC is to be held liable on its bond should the decision appealed from be affirmed in whole or in part by the appellate body. Clearly, movant SPAC's liability is not conditioned on the perfection of the appeal of the respondents, but on whether or not the decision appealed from is affirmed in whole or in part by the Court of Appeals.[20] (Underscoring supplied)

Undaunted, respondent SPAC filed a petition for certiorari and prohibition[21] with the CA, seeking the quashal of the writ of execution.

On June 29, 2004, the CA gave judgment[22] for respondent SPAC, disposing as follows:

WHEREFORE, premises considered, the petition is hereby GRANTED.

Public respondent Labor Arbiter's Order dated March 28, 2003 is ordered VACATED AND SET ASIDE.

The Writ of Execution dated October 15, 2002, insofar as it orders to cause the satisfaction of the Decision dated July 12, 1999 from Surety Bond No. SPAC-01061/2001 issued by petitioner Security Pacific Assurance Corporation in the amount of P5,800,000.00, is hereby ANNULLED.

SO ORDERED.[23]

The CA ratiocinated:

The posting of a surety bond is a requirement of Article 223 of the Labor Code in order to perfect the appeal to the NLRC by an employer. The surety bond seeks to stay the execution of the award of money claims.

In this case, the Surety Bond issued by petitioner SPAC did not stay the execution of the public respondent Labor Arbiter's decision because it was belatedly filed. The same is deducible from this Court's decision in

CA-G.R. SP No. 61472. In fact, this Court's Former Sixth Division did not even consider the fact that a new Surety Bond issued by petitioner SPAC was filed before this Court. This Court did not take cognizance of the Surety Bond issued by petitioner SPAC designed to replace the fake bond issued to the NLRC.

The non-acceptance of the Surety Bond issued by petitioner SPAC brought the original parties in the labor dispute into a situation where no appeal was filed, hence no appeal bond to proceed against. The subject bond cannot be held answerable because of the non-fulfillment of the condition precedent for its issuance - the perfection of the appeal." [24] (Underscoring supplied)

Further, the CA held:

Public respondent Labor Arbiter's view that petitioner SPAC is bound to the NLRC, whether or not the appeal was perfected, is erroneous. She lost sight of the fact that the subject Surety Bond would not have been issued if not for Meiyu's desire to replace the fake bond and to perfect its appeal. The Surety Bond intended to hold itself liable for the purpose of perfecting the appeal and staying the execution of public respondent labor Arbiter's decision. Therefore, the failure to achieve its purpose released petitioner SPAC from its liability under the bond. [25]

The Issues

Petitioner has resorted to the present recourse via Rule 45 and ascribes to the CA the following errors:

I

THE HONORABLE COURT OF APPEALS GRAVELY ERRED IN CONSIDERING THAT THE VALIDITY OF THE BOND ISSUED BY PRIVATE RESPONDENT SPAC IS CONDITIONED SOLELY ON THE PERFECTION OF MEIYU'S APPEAL.

II

THE HONORABLE COURT OF APPEALS ERRED IN SETTING ASIDE THE ORDER OF THE LABOR ARBITER DATED MARCH 28, 2003 AS HAVING BEEN ISSUED WITH GRAVE ABUSE OF DISCRETION.

III

THE HONORABLE COURT OF APPEALS GRAVELY ERRED IN HOLDING THAT SPAC'S FAILURE TO FURNISH A COPY OF THE PETITION TO PETITIONER'S COUNSEL IS OF NO MOMENT.

IV

THE HONORABLE COURT OF APPEALS GRAVELY ERRED IN DECLARING THAT IT WAS PROPER FOR PRIVATE RESPONDENT TO FILE A PETITION FOR CERTIORARI RATHER THAN APPEAL THE QUESTIONED ORDER TO THE COMMISSION. [26] (Underscoring supplied)

Our Ruling

The first two issues are interrelated and shall be treated jointly.

I. An appeal bond timely filed is indispensable to the perfection of an appeal in a labor case. Conversely, the validity, worth, and efficacy of an appeal bond are conditioned and dependent on, and subordinated to, the perfection of the appeal.

The indispensability of an appeal bond in the perfection of an appeal cannot be gainsaid. A cash or surety bond is a requirement sine qua non for the perfection of an appeal from the Labor Arbiter's monetary award. [27] In *Viron Garments Manufacturing Co., Inc. v. National Labor Relations Commission*, [28] the Court ruled:

The intention of the lawmakers to make the bond an indispensable requisite for the perfection of an appeal by the employer is clearly limned in the provision that an appeal by the employer may be perfected "only upon the posting of a cash or surety bond." The word `only' makes it perfectly clear, that the lawmakers intended that the posting of a cash or surety bond by the employer to be the exclusive means by which an employer's appeal may be perfected.[29]

The doctrine was reiterated with greater firmness in the more recent case of *Mary Abigail's Food Services, Inc. v. Court of Appeals*:[30]

Clear it is from the above that an appeal to the NLRC from any decision, award or order of the Labor Arbiter must have to be made within ten (10) calendar days from receipt of such decision, award or order with proof of payment of the required appeal bond accompanied by a memorandum of appeal. And where, as here, the decision of the Labor Arbiter involves a monetary award, the appeal is deemed perfected only upon the posting of a cash or surety bond also within ten (10) calendar days from receipt of such decision in an amount equivalent to the monetary award.

The posting of a cash or surety bond is a requirement *sine qua non* for the perfection of an appeal from the labor arbiter's monetary award. Notably, the perfection of an appeal within the period and in the manner prescribed by law is jurisdictional and non-compliance with the requirements therefore is fatal and has the effect of rendering the judgment sought to be appealed final and executory. Such requirement cannot be trifled with.[31] (Underscoring supplied)

In the case under review, Meiyu appealed the Labor Arbiter's decision to the NLRC. However, its appeal was deemed imperfect because its appeal bond turned out to be spurious. The bond was invalid. It did not effectively serve its purpose. It cannot thus be held liable to satisfy the money judgment of the Arbiter.

Absent a perfected appeal, the original parties stand in the same place as they were when the decision appealed from was rendered. Here, the Labor Arbiter issued its order declaring Meiyu liable to pay petitioner the amount of Six Million Three Hundred Eighty Thousand Pesos (P6,380,000.00) as monetary awards and attorney's fees on July 12, 1999. Meiyu failed to appeal the said judgment in accordance with the Labor Code and its implementing rules.

We quote with approval the CA observation and conclusion along this line:

In this case, the Surety Bond issued by petitioner SPAC did not stay the execution of the public respondent Labor Arbiter's decision because it was belatedly filed. The same is deducible from this Court's decision in CA-G.R. SP No. 61472. In fact, this Court's Former Sixth Division did not even consider the fact that a new Surety Bond issued by petitioner SPAC was filed before this Court. This Court did not take cognizance of the Surety Bond issued by petitioner SPAC designed to replace the fake bond issued to the NLRC.

The non-acceptance of the Surety Bond issued by petitioner SPAC brought the original parties in the labor dispute into a situation where no appeal was filed, hence no appeal bond to proceed against. The subject bond cannot be held answerable because of the non-fulfillment of the condition precedent for its issuance - the perfection of the appeal.[32] (Underscoring supplied)

Petitioner insists that a surety contract was perfected between respondent SPAC and Meiyu; and that the contract should be made answerable for the monetary obligations of the employer. It is likewise contended that the appellate court should not have considered the perfection of an appeal as a condition precedent for the validity of the surety bond.

We cannot agree. This Court in *U-Sing Button and Buckle Industry v. National Labor Relations Commission*[33] held:

[T]he obvious and logical purpose of an appeal bond is to insure, during the period of appeal, against any occurrence that would defeat or diminish recovery under the judgment if subsequently affirmed; it also validates and justifies, at least prima facie, an interpretation that would limit the amount of the bond to the aggregate of the sums awarded other than in the concept of moral and exemplary damages.[34] (Emphasis supplied)

From the employer's standpoint, the purpose of the bond is to perfect one's appeal and stay the execution of monetary awards. From the standpoint of social justice, the rule in itself accords protection of the employee's monetary recovery during the period of appeal. Looking at it from either end, it is clear that the bond exists only during the appeal of the judgment. Without any appeal being perfected, there is also no appeal bond to speak of or to proceed against.

The records bear out that Meiyu contracted respondent SPAC for a surety bond after the NLRC ruled with finality that its first surety bond from Wellington Insurance Co., Inc. was spurious. Evidently, when the SPAC bond was issued, the period to appeal had already lapsed. As a consequence, the Labor Arbiter decision became final and executory.

Hence, the CA did not err in setting aside the Arbiter's March 28, 2003 Order denying the motion to quash the writ of execution dated October 15, 2002.

It may well be noted that respondent SPAC involved itself unnecessarily in the controversy when it issued the appeal bond to Meiyu. To stress, the period to appeal had lapsed and the Arbiter award had become final and executory at the time of issuance of the bond. It is for this reason that there can be no recourse on the said appeal bond but only against the employer Meiyu.

A belated filing of an appeal bond in labor cases will never ripen into a perfected appeal. When the period to appeal lapses, the questioned decision becomes final and executory. In such cases, this Court orders the petitioner to pay the monetary awards. Money judgments were never levied on the likewise unperfected bond. [35]

In pursuit of the constitutional mandate, the appeal bond is designed to give additional protection to labor. However, it should never be used as a tool for injustice against the employer. *Justicia nemini neganda est*. Justice is to be denied to none. *Ang hustisya ay hindi ipagkakait kaninuman*. *Ito'y para sa lahat*. Justice is for all.

II. Failure to furnish copy of petition to the other party is not fatal, especially when there is substantial compliance with the rules.

Petitioner next contends that respondent's failure to furnish him a copy of its petition is fatal.

The contention is untenable. In *Remerco Garments Manufacturing v. Minister of Labor and Employment*,[36] this Court held:

x x x The mere failure to furnish copy of the appeal memorandum to adverse party is not a fatal defect. We have consistently adhered to the principle clearly held in *Alonso v. Villamor* that "technicality when it deserts its proper office as an aid to justice and become its great hindrance and chief enemy deserves scant consideration from court." x x x Finally, labor law determinations, to quote from *Bultmann*, should be not only *secundum retonem* but also *secundum caritatem*. More recently, we held that in appeals in labor cases, non-service of the copy of the appeal or appeal memorandum to the adverse party is not a jurisdictional defect, and does not justify dismissal of the appeal. x x x[37] (Underscoring supplied)

Taking into consideration that justice should not be sacrificed for technicality, this Court reiterated the aforementioned ruling in *Modern Fishing Gear Labor Union v. Noriel*[38] and *Philippine-Singapore Ports Corporation v. National Labor Relations Commission*. [39]

True it is that Rule 46, Section 3[40] mandates that a copy of the petition should be served on the other party; and that proof of such service should be filed with the petition in court. However, the rule was substantially complied with when service was made to petitioner's former counsel, Atty. Dennis Ancheta.

Without the benefit of a proper notice of petitioner's substitution of counsel, respondent had no recourse but to serve the copy of its petition to whom it knew and perceived as being petitioner's counsel of record. In faithful compliance and with no intention of delay, service was made on Atty. Ancheta.

Verily, petitioner is not without fault for its failure to observe the proper manner of substituting counsels provided for in Rule 138, Section 26[41] of the Rules of Court. Like other procedural lapses, this Court has consistently propounded that the application of technical rules of procedure may be relaxed to serve the demands of substantial justice.[42]

Further, the CA correctly held that "the alleged defect in the service of a copy of the petition is deemed cured when private respondent (here petitioner) filed his Comment and Supplemental Comment." [43]

III. Certiorari petition to the CA is permissible as respondent has no other plain, speedy, and adequate remedy in the ordinary course of law.

Lastly, petitioner argues that the CA gravely erred in entertaining the petition for certiorari. Citing *Salas v. Adil*, [44] petitioner posits that appeal was the proper and available remedy.

Petitioner's reliance on *Salas* is misplaced. We note that *Salas* is not even a labor case. Further, the parties in *Salas* were differently situated and all were original parties to the case. More than that, there is nothing in *Salas* that supports petitioner's claim that respondent SPAC should have appealed the adverse Labor Arbiter Order to the NLRC and not to the CA via certiorari.

Respondent SPAC was not a party to the original action. It could not have appealed the order of the Arbiter to the NLRC. Verily, respondent has no appeal nor any plain, speedy, and adequate remedy in the ordinary course of law. In fine, a petition for certiorari is the best available remedy to protect respondent's rights.

In a long line of cases, [45] the Court has consistently ruled that "the extraordinary writ of certiorari is always available where there is no appeal or any other plain, speedy and adequate remedy in the ordinary course of law." In *Jaca v. Davao Lumber Co.*, [46] the Court ruled:

x x x Although Section 1, Rule 65 of the Rules of Court provides that the special civil action of certiorari may only be invoked when "there is no appeal, nor any plain, speedy and adequate remedy in the course of law," this rule is not without exception. The availability of the ordinary course of appeal does not constitute sufficient ground to prevent a party from making use of the extraordinary remedy of certiorari where appeal is not an adequate remedy or equally beneficial, speedy and sufficient. It is the inadequacy - not the mere absence - of all other legal remedies and the danger of failure of justice without the writ that usually determines the propriety of certiorari. [47]

This ruling was reiterated in *Conti v. Court of Appeals*: [48]

Truly, an essential requisite for the availability of the extraordinary remedies under the Rules is an absence of an appeal nor any "plain, speedy and adequate remedy" in the ordinary course of law, one which has been so defined as a "remedy which (would) equally (be) beneficial, speedy and sufficient not merely a remedy which at some time in the future will bring about a revival of the judgment x x x complained of in the certiorari proceeding, but a remedy which will promptly relieve the petitioner from the injurious effects of that judgment and the acts of the inferior court or tribunal" concerned. x x x [49]

We have consistently held that technicality should not be allowed to stand in the way of equitably and completely

resolving the rights and obligations of the parties.[50] In the case at bar, justice will best be served by easing the reins of technical rules of procedure.

WHEREFORE, the petition is DENIED for lack of merit.

SO ORDERED.

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

[1] Okada, R., Japanese Proverbs and Proverbial Phrases (1965).

[2] Rollo, pp. 24-32. Penned by Associate Justice Remedios A. Salazar-Fernando, with Associate Justices Buenaventura J. Guerrero and Rosmari D. Carandang, concurring.

[3] Entitled "Security Pacific Assurance Corporation v. Hon. Fatima Jambaro-Franco, in her capacity as Labor Arbiter, National Labor Relations Commission, Sheriff Conrado O. Gaddi, and Kenji Okada."

[4] Rollo, p. 194. Now Makiling Technology Corporation.

[5] Id. at 193.

[6] Id. at 199-200.

[7] Docketed as NLRC NCR CA No. 020624-99.

[8] Rollo, p. 210.

[9] Id. at 208-209.

[10] Id. at 232.

[11] Id.

[12] Docketed as CA-G.R. SP No. 61472.

[13] Rollo, pp. 149-152.

[14] Id. at 234.

[15] Id. at 187.

[16] Id. at 236.

[17] Id. at 188.

[18] Id. at 149-151.

[19] Id. at 177-184.

[20] Id. at 180.

[21] Docketed as CA-G.R. SP No. 77451.

[22] Rollo, pp. 24-32.

[23] Id. at 31-32.

[24] Id. at 31.

[25] Id. at 221.

[26] Id. at 8, 13, 14, and 17.

[27] Santos v. Velarde, G.R. No. 140753, April 30, 2003, 402 SCRA 321, 326; Unican Workers Union-CLUP v. National Labor Relations Commission, G.R. No. 107545, September 9, 1996, 261 SCRA 573.

[28] G.R. No. 97357, March 18, 1992, 207 SCRA 339.

[29] Viron Garments Manufacturing Co., Inc. v. National Labor Relations Commission, id. at 342.

[30] G.R. No. 140294, May 9, 2005, 458 SCRA 265.

[31] Mary Abigail's Food Service, Inc. v. Court of Appeals, id. at 273-274.

[32] Rollo, p. 31.

[33] G.R. No. 94754, May 11, 1993, 221 SCRA 680.

[34] U-Sing Button and Buckle Industry v. National Labor Relations Commission, id. at 683.

[35] Filipinas (Pre-fabricated Bldg.) Systems, Inc. v. National Labor Relations Commission, G.R. No. 153859, December 11, 2003, 418 SCRA 404; Catubay v. National Labor Relations Commission, G.R. No. 119289, April 12, 2000, 330 SCRA 440; Gaudia v. National Labor Relations Commission, G.R. No. 109371, November 18, 1999, 318 SCRA 438.

[36] G.R. Nos. L-56176-77, February 28, 1985, 135 SCRA 167.

[37] Remerco Garments Manufacturing v. Minister of Labor and Employment, id. at 178.

[38] G.R. No. L-53907, May 6, 1988, 161 SCRA 106.

[39] G.R. No. 67035, January 29, 1993, 218 SCRA 77.

[40] Rule 46, Sec. 3 provides:

Section 3. Docket and other lawful fees; proof of service of petition. - Unless he has theretofore done so, the petitioner shall pay the corresponding docket and other lawful fees to the clerk of court of the Supreme Court and deposit the amount of P500.00 for costs at the time of the filing of the petition. Proof of service of a copy thereof on the lower court concerned and on the adverse party shall be submitted together with the petition.

[41] Rule 138, Sec. 26 provides:

Section 26. Change of attorneys. - An attorney may retire at any time from any action or special proceeding, by the written consent of his client filed in court. He may also retire at any time from an action or special proceeding, without the consent of his client, should the court, on notice to the client and attorney, and on hearing, determine that he ought to be allowed to retire. In case of substitution, the name of the attorney newly employed shall be entered on the docket of the court in place of the former one, and written notice of the change shall be given to the adverse party. x x x (Underscoring and emphasis supplied.)

[42] El Toro Security Agency, Inc. v. National Labor Relations Commission, G.R. No. 114308, April 18, 1996, 256 SCRA 363.

[43] Rollo, p. 28.

[44] G.R. No. L-46009, May 14, 1979, 90 SCRA 121.

[45] *Lagera v. National Labor Relations Commission*, G.R. No. 123636, March 31, 2000, 329 SCRA 436; *Kiamco v. National Labor Relations Commission*, G.R. No. 129449, June 29, 1999, 309 SCRA 424; *San Jose v. National Labor Relations Commission*, G.R. No. 121227, August 17, 1998, 294 SCRA 336; *Manila Midtown Hotel and Land Corporation v. National Labor Relations Commission*, G.R. No. 118397, March 27, 1998, 288 SCRA 259; *Abad v. National Labor Relations Commission*, G.R. No. 108996, February 20, 1998, 286 SCRA 355; *Centro Escolar University v. National Labor Relations Commission*, G.R. No. 121275, August 7, 1997, 276 SCRA 699; *ABS - CBN Employees Union v. National Labor Relations Commission*, G.R. No. 111211, July 24, 1997, 276 SCRA 123; *Building Care Corporation v. National Labor Relations Commission*, G.R. No. 94237, February 26, 1997, 268 SCRA 666; *Zarate, Jr. v. Olegario*, G.R. No. 90655, October 7, 1996, 263 SCRA 1; *Interorient Maritime Enterprises, Inc. v. National Labor Relations Commission*, G.R. No. 115497, September 16, 1996, 261 SCRA 757; *Palomado v. National Labor Relations Commission*, G.R. No. 96520, June 28, 1996, 257 SCRA 680; *Flores v. National Labor Relations Commission*, G.R. No. 116419, February 9, 1996, 253 SCRA 494; *Villarama v. National Labor Relations Commission*, G.R. No. 106341, September 2, 1994, 236 SCRA 280; *Pure Foods Corporation v. National Labor Relations Commission*, G.R. No. 78591, March 21, 1989, 171 SCRA 415.

[46] G.R. No. L-25771, March 29, 1982, 113 SCRA 107.

[47] *Jaca v. Davao Lumber Co.*, *id.* at 129.

[48] G.R. No. 134441, May 19, 1999, 307 SCRA 486.

[49] *Conti v. Court of Appeals*, *id.* at 495.

[50] *Philippine-Singapore Ports Corporation v. National Labor Relations Commission*, *supra* note 39, at 84; *Rapid Manpower Consultants, Inc. v. National Labor Relations Commission*, G.R. No. 88683, October 18, 1990, 190 SCRA 747.

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