CIUDAD FERNANDINA FOOD CORPORATION EMPLOYEES UNION-ASSOCIATED LABOR UNIONS, LEODIGARIO LUBIANO, JR., BOBBY AGLIONES, RONALD ARAGON, LORENZO BABAS, ANTONIO BALAJADIA, FELIPE BING...

G.R. NO. 166594. July 20, 2006

Ponente: CHICO-NAZARIO, J.

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CHICO-NAZARIO, J.:

Petitioners, members of the Ciudad Fernandina Employees Union-ALU-TUCP, served in various positions as company guards, cooks, and performed other functions at Ciudad Fernandina Food Corporation (CFFC). CFFC is a domestic corporation engaged in the restaurant and catering business. Petitioners filed with the National Labor Relations Commission (NLRC) a Complaint for illegal closure, nonpayment of salaries, holiday pay, premium pay for holiday and rest day, service incentive leave pay, 13th month pay, separation pay, illegal deduction, unfair labor practice (violation of agreement), damages, and attorney's fees against CFFC and its former presidents, Marcelius Lim and Dr. Susan Lopez.

In a Decision dated 18 March 2002 rendered by the Labor Arbiter, the petitioners were ordered reinstated to their former positions and CFFC was directed to pay them backwages, service incentive leave pay and 13th month pay. The dispositive portion of the decision reads:

> WHEREFORE, the respondents are hereby ordered to reinstate the complainants to their former positions with backwages from the date their salaries were withheld until they are actually reinstated. Further, the respondents are ordered to pay the complainants their service incentive leave pay and 13[th] month pay as follows:
>
> 1) BOBBY AGLIONES
>
> a) Backwages
>
> -
>
> P78,831.98
>
> b) 13[th] month pay
>
> -
>
> 3,231.76
>
> c) Service Incentive Leave pay
>
> -
>
> 621.47
>
> 2) RONALD ARGON

a) Backwages

-

P78,831.98

b) 13[th] month pay

-

3,231.76

c) Service Incentive Leave pay

-

621.47

3) LORENZO BABAS

a) Backwages

-

P84,943.09

b) 13[th] month pay

-

3,788.29

c) Service Incentive Leave pay

-

669.67

4) ANTONIO BALAJADIA

a) Backwages

-

P78,831.98

b) 13[th] month pay

-

3,231.76

c) Service Incentive Leave pay

-

621.47

5) FELIPE BINGHAY, JR.

a) Backwages

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-

P77,752.16

b) 13[th] month pay

-

3,187.50

c) Service Incentive Leave pay

-

612.97

6) ROGELIO BUATES

a) Backwages

-

P94,649.88

b) 13[th] month pay

-

3,880.23

c) Service Incentive Leave pay

-

746.19

7) ANTONIO BULI

a) Backwages

-

P78,831.98

b) 13[th] month pay

-

3,231.76

c) Service Incentive Leave pay

-

621.47

8) SANDRO BUSTAMANTE

a) Backwages

-

P77,752.16

b) 13[th] month pay

-

3,187.50

c) Service Incentive Leave pay

-

612.97

9) DANILO CARDENAS

a) Backwages

-

P83,782.62

b) 13[th] month pay

-

3,434.72

c) Service Incentive Leave pay

-

660.51

10) EDILBERTO CORDOVA

a) Backwages

-

P77,752.16

b) 13[th] month pay

-

3,187.50

c) Service Incentive Leave pay

-

612.97

11) SAMUEL DALMACIO

a) Backwages

-

P80,906.82

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b) 13[th]month pay

-

3,316.82

c) Service Incentive Leave pay

-

637.83

12) ALVARO DELA CRUZ

a) Backwages

-

P78,831.98

b) 13[th]month pay

-

3,231.76

c) Service Incentive Leave pay

-

621.47

13) ARCILO DELGADO

a) Backwages

-

P78,831.98

b) 13[th] month pay

-

3,231.76

c) Service Incentive Leave pay

-

621.47

14) MARIO GALSIM

a) Backwages

-

P84,943.09

b) 13[th] month pay

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-

3,788.29

c) Service Incentive Leave pay

-

669.67

15) JOSHUA GARCIA

a) Backwages

-

P78,831.98

b) 13[th] month pay

-

3,231.76

c) Service Incentive Leave pay

-

621.47

16)

GLORIOSO LLANETA

a) Backwages

-

P78,831.98

b) 13[th] month pay

-

3,231.76

c) Service Incentive Leave pay

-

621.47

17) ARNULFO LORENZO

a) Backwages

-

P78,831.98

b) 13[th]month pay

-

3,231.76

c) Service Incentive Leave pay

-

621.47

18) LEODIGARIO LUBIANO, JR.

a) Backwages

-

P78,831.98

b) 13[th] month pay

-

3,231.76

c) Service Incentive Leave pay

-

621.47

19) BESINIDO MAGBANUA

a) Backwages

-

P77,752.16

b) 13[th] month pay

-

3,187.50

c) Service Incentive Leave pay

-

612.97

20) MAXIMO MAGHANOY

a) Backwages

-

P78,831.98

b) 13[th] month pay

-

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3,231.76

c) Service Incentive Leave pay

-

621.47

21) EDGARDO MONCADO

a) Backwages

-

P77,752.16

b) 13[th] month pay

-

3,187.50

c) Service Incentive Leave pay

-

612.97

22) ROGELIO RIVERA

a) Backwages

-

P78,831.98

b) 13[th] month pay

-

3,231.76

c) Service Incentive Leave pay

-

621.47

23)

RICHARD ROMOROSA

a) Backwages

-

P77,752.16

b) 13[th] month pay

-

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3,187.50

c) Service Incentive Leave pay

-

612.97

24) ENRIQUE SISON

a) Backwages

-

P78,831.98

b) 13[th] month pay

-

3,231.76

c) Service Incentive Leave pay

-

621.47

25) ROMULO SOMBRERO

a) Backwages

-

P78,831.98

b) 13[th] month pay

-

3,231.76

c) Service Incentive Leave pay

-

621.47

26) ARNULFO SOMIDO

a) Backwages

-

P78,831.98

b) 13[th] month pay

-

3,231.76

c) Service Incentive Leave pay

-

621.47

27) RALPWALDO TACUJAN

a) Backwages

-

P78,831.98

b) 13[th] month pay

-

3,231.76

c) Service Incentive Leave pay

-

621.47

28) ARMANDO UNISA

a) Backwages

-

P78,831.98

b) 13[th] month pay

-

3,231.76

c) Service Incentive Leave pay

-

621.47

29) FAUSTINO VIOLEN

a) Backwages

-

P78,831.98

b) 13[th] month pay

-

3,231.76

c) Service Incentive Leave pay

-

621.47

30) JOSEPH YOUNG

a) Backwages

-

P78,831.98

b) 13[th] month pay

-

3,231.76

c) Service Incentive Leave pay

-

621.47

Lastly, the respondents are ordered to cease and desist from committing unfair labor practice against the complainants with respect to the finalization of the CBA. The rest of the claims are dismissed for lack of sufficient basis to make an award.[1]

Intending to elevate the foregoing decision of the Labor Arbiter to the Commission, CFFC filed on 23 May 2002[2] a Motion for Reduction of Supersedeas Bond before the NLRC. It likewise filed on 27 May 2002[3] a Notice of Appeal with Memorandum of Appeal with the NLRC. On 28 October 2002, the NLRC dismissed the appeal without resolving the Motion for Reduction of Supersedeas Bond. The NLRC held:

Accordingly, the appeal is not perfected for failure of respondents-appellants to comply with the bond requirement as provided under Section 4, Rule VI of the NLRC Rules, to wit:

"Section 4. Requisites for Perfection of Appeal. (a) The appeal shall be filed within the reglementary period as provided in Section 1 of this Rule; shall be verified by appellant himself in accordance with Section 4, Rule VII of the Rules of Court, with proof of payment of the required appeal fee and the posting of a cash or surety bond as provided in Section 6 of this Rule; x x x

xxx xxx xxx."

On this score, the judgment in the instant case has now become final and executory.

WHEREFORE, premises considered, the Appeal is, as it is hereby, DISMISSED for not having been perfected.[4]

CFFC filed a Motion for Reconsideration. In a Resolution dated 30 April 2003, the NLRC denied the Motion for Reconsideration.[5] This prompted CFFC to file a Petition for Certiorari under Rule 65 of the 1997 Rules of Civil Procedure, before the Court of Appeals.

In a Decision[6] dated 21 June 2004, the Court of Appeals set aside the Resolutions of the NLRC dated 28 October 2002 and 30 April 2003, the dispositive portion of which reads:

WHEREFORE, the Resolutions of the National Labor Relations Commission (Third Division) dated October 28, 2002 and April 30, 2003 are SET ASIDE. The NLRC (Third Division) is DIRECTED to ACT on the

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> motion for the reduction of the appeal bond and to ACCEPT the appeal of petitioner after the filing of the appeal bond.[7]

In view of the aforesaid Decision, petitioners filed a Motion for Reconsideration which was denied in the Resolution[8] of the Court of Appeals dated 6 January 2005.

Hence, the instant Petition.

The only issue raised for resolution in the instant petition is:

> WHETHER OR NOT PUBLIC RESPONDENT COURT OF APPEALS ACTED "CONTRARY TO LAW" WHEN IT SET ASIDE THE RESOLUTIONS OF (sic) NATIONAL LABOR RELATIONS COMMISSION DATED 28 OCTOBER 2002 AND 30 APRIL 2003

In support of their Motion for Reduction of Supersedeas Bond, CFFC cited the fact that the petitioners' claim have already been satisfied, the business have long ceased operations and the interest of substantial justice.[9]

This Court is not unaware of the pronouncement made in the case of Star Angel Handicraft v. National Labor Relations Commission[10] which directly dealt with a Motion to Reduce Bond and cited by the Court of Appeals as basis in its now assailed Decision. In the said case, the petitioner appealed to the NLRC with an Urgent Motion to Reduce Bond citing grave abuse of discretion committed by the Labor Arbiter in computing the award of the claims based on an erroneous applicable daily minimum wage. The NLRC dismissed the petitioner's appeal for failure to put up a bond. In setting aside the dismissal of the appeal by the NLRC, this Court ordered the NLRC instead to act on the Motion for the Reduction of the Appeal Bond and to accept the appeal of the petitioner after the filing of the appropriate appeal bond. The Court in that case ruled:

> Inasmuch as in practice the NLRC allows the reduction of the appeal bond upon motion of appellant and on meritorious grounds, it follows that a motion to that effect may be filed within the reglementary period for appealing. Such motion may be filed in lieu of a bond which amount is being contested. In the meantime, the appeal is not deemed perfected and the Labor Arbiter retains jurisdiction over the case until the NLRC has acted on the motion and appellant has filed the bond as fixed by the NLRC.

The case of Star Angel was cited in the subsequent case of Buenaobra v. Lim King Guan[11] where the private respondents filed a Memorandum on Appeal and a Motion to Dispense with the posting of a cash or surety appeal bond on the ground they were not employers of the petitioners (employees in said case). The Court reiterated the need for a liberal interpretation of Article 223 of the Labor Code on the posting of bonds on appeals involving monetary awards.

Be that as it may, we do not agree in the conclusion of the Court of Appeals and we find the Petition meritorious.

The rule is settled. Appeals involving monetary awards are perfected only upon compliance with the following mandatory requisites:[12]

> (a) payment of the appeal fees
>
> (b) Filing of the memorandum of appeal
>
> (c) Payment of the required cash or surety bond

The posting of appeal bond is mandatory.[13] Thus, Section 6, Rule VI of the amendments to the New Rules of Procedure of the NLRC decrees:

> SECTION 6. BOND. In case the decision of the Labor Arbiter or the Regional Director involves a monetary award, an appeal by the employer may be perfected only upon the posting of a bond, which shall either be in

> the form of cash deposit or surety bond equivalent in amount to the monetary award, exclusive of damages and attorney's fees.
>
> In case of surety bond, the same shall be issued by a reputable bonding company duly accredited by the Commission or the Supreme Court, and shall be accompanied by original or certified true copies of the following:
>
> a) a joint declaration under oath by the employer, his counsel, and the bonding company, attesting that the bond posted is genuine, and shall be in effect until final disposition of the case;
>
> b) an indemnity agreement between the employer-appellant and bonding company;
>
> c) proof of security deposit or collateral securing the bond: provided, that a check shall not be considered as an acceptable security;
>
> d) a certificate of authority from the Insurance Commission;
>
> e) certificate of registration from the Securities and Exchange Commission;
>
> f) certificate of authority to transact surety business from the Office of the President;
>
> g) certificate of accreditation and authority from the Supreme Court; and
>
> h) notarized board resolution or secretary's certificate from the bonding company showing its authorized signatories and their specimen signatures.
>
> A cash or surety bond shall be valid and effective from the date of deposit or posting, until the case is finally decided, resolved or terminated, or the award satisfied. This condition shall be deemed incorporated in the terms and conditions of the surety bond, and shall be binding on the appellants and the bonding company.
>
> The appellant shall furnish the appellee with a certified true copy of the said surety bond with all the above-mentioned supporting documents. The appellee shall verify the regularity and genuineness thereof and immediately report any irregularity to the Commission.
>
> Upon verification by the Commission that the bond is irregular or not genuine, the Commission shall cause the immediate dismissal of the appeal, and censure or cite in contempt the responsible parties and their counsels, or subject them to reasonable fine or penalty.
>
> No motion to reduce bond shall be entertained except on meritorious grounds, and only upon the posting of a bond in a reasonable amount in relation to the monetary award.
>
> The mere filing of a motion to reduce bond without complying with the requisites in the preceding paragraphs shall not stop the running of the period to perfect an appeal.[14]

Guided by the above specific rules, the case of Star Angel should therefore be reconciled and read together with the case of Quiambao v. National Labor Relations Commission,[15] decided subsequent to the case of Star Angel, involving an appeal by the employer without the requisite appeal bond. As propounded by the Court in Quiambao v. National Labor Relations Commission:[16]

> It is true that, in some cases, this Court relaxed the requirement of posting supersedeas bond for the perfection of an appeal. But the decisions in those cases were justified by the fact that there was substantial compliance with the rule, so that on balance, technical considerations had to give way to considerations of equity and justice. In the case at bar, no similar justifications exist excusing Central Cement's failure to comply with the rule on mandatory posting of supersedeas bond.
>
> Thus, in Rada v. NLRC (205 SCRA 69 [1992]) the bond was paid, although belatedly. On the other hand in the

> case of Blancaflor v. NLRC (218 SCRA 366 [1993]) the failure to give a bond was in part due to the failure of the Labor Arbiter to state the exact amount of backwages and separation pay due. There was therefore no basis for determining the amount of the bond to be filed by private respondents therein. Central Cement's only excuse in this case for not complying with the rule is that no supersedeas bond was required to be posted when it appealed on June 19, 1989. As already stated, however, Art. 223 is self-executing.
>
> In Your Bus Line v. NLRC (190 SCRA 160 [1990]) the petitioner was excused for its failure to give the bond because it was misled by the notice of the decision which, while stating the requirements for perfecting an appeal, did not mention that a bond must be filed. The lawyer for petitioner relied on such notice, and this Court, considering this circumstance as an excusable mistake, allowed petitioner to file the bond and appeal from the decision of the Labor Arbiter. No basis for excusing private respondent's failure to post a bond, similar to the defective notice in that case, has been called to our attention.
>
> The consequence of private respondent's failure to comply with the mandatory requirement for the perfection of the appeal was to render the decision of the Labor Arbiter final and executory, and to place it beyond the power of the NLRC to review and, even more so, to reverse. The record shows that petitioner objected to the appellate jurisdiction of the NLRC but the NLRC was heedless, as it ignored petitioner's motion for the dismissal of the appeal. The NLRC thus acted without jurisdiction in reversing the decision of the Labor Arbiter in favor of petitioner.

The case of Quiambao v. National Labor Relations Commission,[17] was stressed in the subsequent case of Santos v. Velarde[18] where the petitioner therein appealed the Labor Arbiter's decision with the NLRC within the reglementary period but did not pay the bond on the ground that the "appeal is made by one who is not an employer, hence, there is no need for the posting of a cash or surety bond. This Court considered the appeal as not having been perfected due to the non-payment of the appeal bond and reiterated that 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.

In the case of Bristol Myers Squibb (Phils.), Inc. v. Viloria,[19] this Court declared with clarity that:

> The rule may be relaxed where a careful scrutiny of the facts and circumstances of the case warrants liberality in the application of pertinent rules of procedure. However, the appellant must establish a concrete, cogent, and valid reason for his failure to comply with the mandatory requirement under the Labor Code and the Rules of Procedure of the NLRC.

In the case at bar, there is, on the part of CFFC, an absolute failure to comply with the compulsory and explicit requirement of posting of an appeal bond. In their motion for reduction, they merely alleged satisfaction of petitioners" claims, closure of the business and substantial justice, without more. With these reasons alone and unsupported by proof, CFFC failed to convince this court that there exist meritorious grounds for the relaxation of the rule regarding posting of an appeal bond. Indeed, the posting of a cash or surety bond is the exclusive means by which an employer's appeal may be perfected.[20]

There is no dispute regarding the instances where a more compassionate interpretation of the rules may be allowed. These instances call for the existence of meritorious grounds and substantial compliance or at the very least, a willingness to pay by posting a partial bond.[21]

Again in this case, CFFC has not by any overt act shown substantial compliance or exhibited intent to comply therewith in view of its absolute failure to post a bond. There is likewise no satisfactory showing of the existence of meritorious grounds, allowed by law and jurisprudence as to justify a departure from the effect of non-compliance. Therefore, guided by the above doctrines, we are left with no alternative but to state that the failure of the CFFC to post the requisite appeal bond results in the non-perfection of its appeal.

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In the case of Sublay v. National Labor Relations Commission,[22] we expostulated that:

> [W]e cannot respond with alacrity to every clamor of injustice and bend the rules to placate a vociferous protestor crying and claiming to be a victim of a wrong. It is only in highly meritorious cases that this Court opts not to strictly apply the rules and thus prevent a grave injustice from being done. x x x.

Apropos to the instant petition before us is the case of Ong v. Court of Appeals..[23] In this case, the Decision of the Labor Arbiter being prejudicial to him, therein petitioner filed his Notice of Appeal with Memorandum of Appeal, paid the corresponding appeal fees and in lieu of the required cash or surety bond, filed a Motion to Reduce Bond alleging that the amount of the bond is unjustified and prohibitive and that the same be reduced to a reasonable level. The NLRC denied the Motion and dismissed the Appeal for non-perfection. This Court, without necessarily overlooking the existence of instances where there is a need for the relaxation of the rule elucidated:

> After careful scrutiny of the motion to reduce appeal bond, we agree with the Court of Appeals that the NLRC did not act with grave abuse of discretion when it denied petitioner's motion for the same failed to either elucidate why the amount of the bond was "unjustified and prohibitive" or to indicate what would be a "reasonable level."
>
> In Calabash Garments, Inc. v. NLRC (329 Phil. 226, 235), it was held that "a substantial monetary award, even if it runs into millions, does not necessarily give the employer-appellant a "meritorious case." And does not automatically warrant a reduction of the appeal bond."
>
> Even granting arguendo that petitioner has meritorious grounds to reduce the appeal bond, the result would have been the same since he failed to post cash or surety bond within the prescribed period.
>
> The above-cited provisions explicitly provide that an appeal from the Labor Arbiter to the NLRC must be perfected within ten calendar days from receipt of such decisions, awards or orders of the Labor Arbiter. In a judgment involving a monetary award, the appeal shall be perfected only upon (1) proof of payment of the required appeal fee; (2) posting of a cash or surety bond issued by a reputable bonding company; and (3) filing of a memorandum of appeal. A mere notice of appeal without complying with the other requisites mentioned shall not stop the running of the period for perfection of appeal. The posting of cash or surety bond is not only mandatory but jurisdictional as well, and non-compliance therewith is fatal and has the effect of rendering the judgment final and executory. This requirement is intended to discourage employers from using the appeal to delay, or even evade, their obligation to satisfy their employee's just and lawful claims.
>
> The intention of the lawmakers to make the bond an indispensable requisite for the perfection of an appeal by the employer is underscored by 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 the posting of a cash or surety bond by the employer to be exclusive means by which an employer's appeal may be perfected.
>
> x x x x
>
> While the bond requirement on appeals involving monetary awards has been relaxed in certain cases, this can only be done where there was substantial compliance of the Rules or where the appellants, at the very least, exhibited willingness to pay by posting a partial bond. Petitioner's reliance on the case of Rosewood Processing, Inc. v. NLRC (352 Phil. 1013) is misplaced. Petitioner in the said case substantially complied with the rules by posting a partial surety bond of fifty thousand pesos issued by Prudential Guarantee and Assurance, Inc. while his motion to reduce appeal bond was pending before the NLRC.

In the case of Ginete v. Court of Appeals,[24] this Court found occasion to rule:

> [I]t bears stressing that the right to appeal is a statutory right and one who seeks to avail of the right must comply with the statute or rules. The rules, particularly the requirements for perfecting an appeal within the

> reglementary period specified in the law, must be strictly followed as they are considered indispensable interdictions against needless delays and for orderly discharge of judicial business.
>
> The NLRC Rules, akin to the Rules of Court, promulgated by authority of law, have the force and effect of law; and such NLRC rules prescribing the time within which certain acts must be done, or certain proceedings taken, are considered absolutely indispensable to the prevention of needless delays and to the orderly and speedy discharge of judicial business.

WHEREFORE, premises considered, the instant Petition is GRANTED. The Decision of the Court of Appeals dated 21 June 2004 and the Resolution dated 6 January 2005 are SET ASIDE. The Decision of the National Labor Relations Commission dated 28 October 2002 and Resolution dated 30 April 2003, denying the appeal of Ciudad Fernandina Food Corporation and declaring the Decision of the Labor Arbiter dated 18 March 2002 as final and executory, are REINSTATED. Costs against petitioners.

SO ORDERED.

Panganiban, C.J., (Chairperson), Ynares-Santiago, Austria-Martinez, and Callejo, Sr., JJ., concur.

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[1] Rollo, pp. 49-52.

[2] Id. at 190.

[3] Id. at 201.

[4] Id. at 62.

[5] Id. at 64. On 9 June 2003, the NLRC issued an Entry of Judgment on the case rendering the above resolution final and executory as of 30 May 2003.

[6] Docketed as CA-G.R. SP No. 77656. Penned by Associate Justice Eugenio S. Labitoria with Associate Justices Jose L. Sabio, Jr. and Jose C. Mendoza, concurring.

[7] Rollo, p. 41.

[8] Id. at 43.

[9] Id. at 198.

[10] G.R. No. 108914, 20 September 1994, 236 SCRA 580, 584.

[11] G.R. No. 150147, 20 January 2004, 420 SCRA 359.

[12] Section 4(a) of Rule VI of the National Labor Relations Commission Rules of Procedure, as amended by Resolution No. 01-02, Series of 2002, provides:

> SECTION 4. REQUISITES FOR PERFECTION OF APPEAL. - (a) The appeal shall be: 1) filed within the reglementary period provided in Section 1 of this Rule; 2) verified by the appellant himself in accordance with Section 4, Rule 7 of the Rules of Court, as amended; 3) in the form of a memorandum of appeal which shall state the grounds relied upon and the arguments in support thereof, the relief prayed for, and with a statement of the date the appellant received the appealed decision, resolution or order; 4) in three (3) legibly type written or printed copies; and 5) accompanied by i) proof of payment of the required appeal fee; ii) posting of a cash or surety bond as provided in Section 6 of this Rule; iii) a certificate of non-forum shopping; and iv) proof of service upon the other parties.

[13] Philippine Transmarine Carriers, Inc. v. Cortina, G.R. No. 146094, 12 November 2003, 415 SCRA 714, 717.

[14]The 2005 Revised Rules of Procedure of the National Labor Relations Commission.

[15] 324 Phil. 455 (1996).

[16] Id. at 462-463.

[17] Id.

[18] 450 Phil. 381 (2003).

[19] G.R. No. 148156, 27 September 2004, 439 SCRA 202, 214.

[20]Viron Garments Manufacturing, Co., Inc. v. National Labor Relations Commission, G.R. No. 97357, 18 March 1992, 207 SCRA 339, 342.

[21] Ong v. Court of Appeals, G.R. No. 152494, 22 September 2004, 438 SCRA 668, 676-678.

[22]381 Phil. 198, 204 (2000).

[23] Supra note 21 at 676-678.

[24]357 Phil. 36 (1998); cited in Corporate Inn Hotel v. Lizo, G.R. No. 148279, 27 May 2004, 429 SCRA 573, 577.

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