

ANTONIO A. ABOC, PETITIONER, VS. METROPOLITAN BANK AND TRUST COMPANY, RESPONDENT.*G.R. Nos. 170542-43. December 13, 2010*

Ponente: MENDOZA, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-nos-170542-43/>**MENDOZA, J.:**

Assailed in these consolidated petitions for review is the October 28, 2005 Decision[1] of the Court of Appeals-Cebu City (CA) disposing two consolidated cases, CA-G.R. SP. No. 80747 and CA-G.R. SP. No. 81363. The CA Decision affirmed the Decision[2] of the National Labor Relations Commission (NLRC) which reversed the Decision[3] of the Labor Arbiter (LA) finding Antonio A. Aboc (Aboc) to have been illegally dismissed by the Metropolitan Bank and Trust Company (Metrobank).

These two cases stemmed from a complaint for illegal dismissal and damages filed by Aboc against Metrobank on October 1, 1998.

In his position paper,[4] Aboc, the Regional Operations Coordinator of Metrobank in Cebu City with a monthly salary of P11,980.00, alleged that on August 29, 1988, he started working as a loans clerk. He was given merit increases and awarded promotions during his employment because of his highly satisfactory performance. For nine years, he maintained an unblemished employment record until he received an inter-office letter[5] on January 29, 1998, requiring him to explain in writing the charges that he had actively participated in the lending activities of his immediate supervisor, Wynster Y. Chua (Chua), the Branch Manager of Metrobank where he was assigned.

Aboc wrote a letter[6] to Metrobank explaining that he had no interest whatsoever in the lending business of Chua because it was solely owned by the latter. He admitted, however, that he did some acts for Chua in connection with his lending activity. He did so because he could not say "no" to Chua because of the latter's influence and ascendancy over him and because of his "utang na loob" (debt of gratitude).[7]

His participation in the lending activity was limited to ministerial acts such as the preparation of deposit and withdrawal slips and the typing of statement of accounts for some clients of Chua. In fact, Chua wrote a letter to Metrobank absolving him of any responsibility and participation in his lending activities. Despite the same, Metrobank still dismissed him on February 12, 1998.

Metrobank, on the other hand, replied that sometime in November 1995, Chua, Judith Eva Cabrido (assistant manager), Arthur Arcepi (accountant), and Aboc organized a credit union known as Cebu North Road Investment (CNRI). Said officers and employees used Metrobank's premises, equipment and facilities in their lending business. Apparently, its head office was not informed of the organization of CNRI. Had it been informed of the organization of said credit union, it would not have tolerated or approved of it because the nature of its business would be in conflict, inimical, and in competition with its banking business. Moreover, they did not register CNRI with the Securities and Exchange Commission (SEC) and with the Department of Trade and Industry (DTI). The lending and investment business of CNRI was confined not only to the employees of Metrobank but also to outsiders, including clients of the bank.[8]

Metrobank also disclosed that on August 13, 1996, Aboc and his companions created another credit union, the First Fund Access (FFA), which opened accounts with Metrobank under fictitious names. Again, it was not informed of the existence of this credit union.

In September 1997, Chua and Aboc were observed to have openly convinced outsiders and clients of Metrobank to patronize their lending and investment business. During the investigation conducted by Metrobank on January 15, 1998, it was discovered that Aboc solicited investors including its clients for said credit union. He also induced bank clients to withdraw their accounts and invest them in CNRI. He even signed as one of the signatories in the trust receipts of some bank clients.

During the administrative investigation, Metrobank likewise discovered that Aboc committed the following acts:

- Preparation of all necessary documents on deposits/placements and loans of said lending activities.
- Preparation of checks and acting as co-signatory of Chua in payment for matured deposits/placements or proceeds of loans to the damage and prejudice of Metrobank.

Metrobank required Aboc to submit a written explanation why he should not be dismissed for cause and attend a conference in the morning of February 10, 1998 at the Visayas Regional Office, Fuente Osmeña Center, Cebu City, in which he was allowed to bring a counsel of his own choice. On February 6, 1998, he submitted his written explanation. On February 10, 1998, he attended the conference.

Thereafter, Metrobank found that Aboc's actions constituted serious misconduct and a breach of trust and confidence. On February 12, 1998, Metrobank terminated his services.

Ruling of the Labor Arbiter

After the parties had submitted their respective position papers, the LA rendered her decision on July 12, 1999, finding that Aboc was illegally dismissed from the service by Metrobank. The dispositive portion of her decision reads:

WHEREFORE, VIEWED FROM THE FOREGOING, judgment is hereby rendered declaring complainant Antonio Aboc to have been illegally dismissed from the service by respondent Metropolitan Bank and Trust Company (Metrobank). Consequently, same respondent Metrobank is hereby ordered to reinstate complainant Aboc to his former position or to a substantially equivalent position without loss of seniority rights and other privileges, and to pay said complainant the following, to wit:

1. Backwages

February 12, 1998 to July 12, 1999

P11, 980.00 x 18 months P215, 640.00

13[th] month = 1 yr P11, 980.00

5 mons P 4, 991.66

P 16, 971.66

Service Incentive Leave (P11, 980.00 divided

by 26 = P460.76 x 5 2,303.80 P19,275.46 P234, 915.46

2. 10% Attorney's Fees.....P 23, 491.54

GRAND TOTAL AWARD-----P258, 407.00[9]

The LA reasoned out that Metrobank failed to prove by clear and convincing evidence the charges of serious misconduct, breach of trust and loss of confidence against Aboc. His lending activities were not foreign to

Metrobank in the sense that credit unions commonly existed in its other branches and that said credit unions were handled by its high ranking employees.

The LA added that Aboc's participation in the lending activities was due to "force of circumstance." He was an "unwilling participant" in the business of his superior because he could not just say "no" to Chua in view of the latter's moral ascendancy over him. In fact, Chua vouched for his non-participation in the lending business. According to the LA, to sanction the penalty of dismissal against Aboc would be unfair.[10]

Moreover, the LA ruled that Metrobank did not comply with the due process requirement in dismissing Aboc because no hearing was conducted after he was required to explain. He was never informed that he was going to be investigated in connection with the charges being leveled against him. The conference set up by Metrobank could not be considered a substitute to the actual holding of a hearing.

Ruling of the National Labor Relations Commission

On December 11, 2002, the NLRC set aside the decision of the LA but ordered Metrobank to pay Aboc reinstatement wages from July 12, 1999 to September 16, 1999; salary increase from January 2000 to June 2001; Christmas bonus for the year 2000; 13[th] month pay differential for the year 2000; and salary differential for July and August 2001. The dispositive portion of the NLRC Decision reads:

WHEREFORE, premises considered, the decision of the Labor Arbiter is hereby set aside and vacated and a new one entered dismissing the complaint. However, respondent Metropolitan Bank and Trust Company is hereby ordered to pay the following amounts with respect to complainant's reinstatement pending appeal:

1.

Reinstatement Wages (July 12, 1999 to
September 16, 1999 at P11, 980.00)
P23, 960.00

2.

Salary Increase from January 2000 to
June 2001 at P1, 500.00/month
27, 000.00

3.

Christmas Bonus CY 2000
18, 030.00

4.

13[th] Month Pay Differential for CY 2000
1, 500.00

5.

Salary Diff'l for July & Aug. 2001

7, 200.00

Total

P77, 690.00

SO ORDERED.[11]

The NLRC ruled that Aboc was guilty of serious misconduct and breach of trust and loss of confidence based on the following overt acts:

- Complainant (Aboc) was an organizer of both CNRI and FFA, business entities which directly competed with the line of business of respondent (Metrobank);
- Complainant was a responsible officer of both credit unions and actively participated in their transactions, using the respondent bank's office, facilities, and equipments.
- Complainant, as bank officer, had the serious responsibility of reporting to respondent the establishment of CNRI and FFA but he deliberately failed to do so.
- Petitioner admits having opened new accounts bearing fictitious names knowing fully well that it was against bank policy.

The NLRC wrote that Aboc's loyalty should be first and foremost to Metrobank. This consideration should be over and above whatever personal debts of gratitude he owed Chua.

On due process, the NLRC ruled that Metrobank fully complied with the two-notice rule under the Labor Code. It sent an inter-office letter dated July 16, 1998 to Aboc asking him to explain why his services should not be terminated for cause. Subsequently, Aboc submitted a written explanation dated February 6, 1998. He was likewise invited to a conference, which he attended on February 10, 1998, purposely to give him the chance to explain his side and to adduce evidence in his behalf.

On the monetary awards, the NLRC explained that Aboc was entitled to receive them because he was included in the payroll by Metrobank as he was ordered reinstated by the LA.

Both Aboc and Metrobank were not satisfied with the NLRC Decision. The former filed a motion for reconsideration[12] while the latter filed a motion for partial reconsideration[13] on the monetary award.

On September 17, 2003, the NLRC issued a resolution[14] affirming its finding of valid dismissal but modifying the monetary award by directing Metrobank to pay Aboc his CBA benefits during his reinstatement pending appeal and his salary during the period stated therein, thereby partially granting Aboc's motion for reconsideration and denying Metrobank's motion for partial consideration.

Aggrieved, Metrobank challenged the grant of monetary award in a petition[15] before the CA, docketed as CA-G.R. SP. No. 80747, while Aboc questioned the validity of his dismissal in a petition,[16] docketed as CA-G.R.SP. No. 81363. The two petitions were consolidated by the CA because they involved the same parties and intertwined issues.

Ruling of the Court of Appeals

On October 28, 2005, the CA rendered its decision affirming the decision of the NLRC, the dispositive portion of which reads:

WHEREFORE, judgment is hereby rendered as follows:

1. In CA-G.R. No. 807407, the petition is partially granted insofar as the finding of public respondent on the validity and legality of the dismissal of private respondent Antonio A. Aboc.

2. In CA-G.R. No. 81363, the petition is partially granted insofar as the grant of the monetary award in favor of petitioner Antonio A. Aboc.

No pronouncement as to costs.

SO ORDERED.[17]

The CA wrote that Aboc's participation in the organization of two (2) credit unions operating inside Metrobank without its knowledge and consent was inimical to the welfare of the bank. The lending and investment transactions of the credit unions directly competed with the business of Metrobank. Aboc held a position that required loyalty and exercise of sound judgment.

The CA also agreed with the NLRC that Aboc was duly afforded ample opportunity to defend himself during the conference conducted on February 10, 1998 reasoning that a formal trial-type hearing was not, at all times, essential to due process. Aboc was able to explain his side and submit evidence during the conference.

On the monetary award, as Aboc was ordered reinstated as an employee of Metrobank pending appeal, the CA held that he was entitled to receive his monetary claims.

Dissatisfied with the assailed CA Decision, both parties filed their respective petitions before this Court. Aboc's petition was docketed as G.R. No. 170542-43 and Metrobank's petition as G.R. No. 176460. On June 4, 2007, this Court issued a resolution[18] consolidating the two petitions because they have the same set of facts and involve the same parties and issues.

ISSUES

- Whether or not the Court of Appeals erred in ruling that Antonio A. Aboc was validly dismissed by the Metropolitan Bank and Trust Company.
- Whether or not the Court of Appeals erred in ruling that the Metropolitan Bank and Trust Company was liable to pay the monetary award claimed by Antonio A. Aboc.

Position of Aboc

Aboc basically contends that:

1. Metrobank's CA petition should have been dismissed for being filed out of time and for failing to comply with the procedural requirements. Metrobank's counsel of record, E.F. Rosello and Associates Law Office, received a copy of the September 17, 2003 CA Resolution on September 26, 2003. Therefore, it had until November 25, 2003 within which to file its petition. The petition, however, was filed after November 25, 2003 only because the Verification and Certification of Non-Forum Shopping therein was notarized only on November 27, 2003. Moreover, the petition did not contain a Statement of Material Dates and Proof of Service thereof on the opposing party.

2. He was illegally dismissed as he was not guilty of serious misconduct and breach of trust. Being "an organizer" of credit unions like CNRI and FFA did not necessarily make him guilty of serious misconduct or breach of trust and confidence because the operation of credit unions and cooperatives were not prohibited or, at the very least, tolerated by Metrobank. In fact, all Metrobank branches practically maintained credit unions of their own. Metrobank even "failed to present a single written rule or regulation that suggested even remotely that credit unions were prohibited." [19]

3. He was effectively deprived of his rights to due process because the interrogation conducted by Metrobank's representatives at its head office in Manila clearly smacked of oppression, intimidation and coercion. Metrobank exerted moral coercion, undue ascendancy and undue influence over him, a hapless and helpless employee.

Position of Metrobank

Metrobank argues that:

1. The date of the filing of its petition should be reckoned from September 29, 2003, the date the law firm of Rayala Alonso and Partners received the September 17, 2003 CA Resolution because said law firm took active participation in the proceedings while the law office of E.F. Rosello and Associates had already ceased taking active part.

2. Bank employees, as per Bank Policy, were prohibited from engaging in informal credit union activities. Aboc engaged in an irregular activity for profit, which directly competed with Metrobank's business. The acts committed by Aboc - organizing and acting as auditor of the CNRI and FFA credit unions; opening the accounts of CNRI and FFA with Metrobank under his name and his companions; soliciting investors including the clients of Metrobank; opening accounts for the credit unions under fictitious names to hide the lending and investment activities of said credit unions; and inducing a respondent bank's client to withdraw her account with Metrobank and to invest it instead with CNRI- constituted wrong and improper conduct warranting dismissal for serious misconduct and loss of trust and confidence.

3. The dispositive portion of the reversed decision of the LA merely made mention of reinstatement, payment of backwages, 13th month pay, service incentive leave pay, and attorney's fees. It was silent on the salary increase from January 2000 to June 2001, salary increase differentials, 13th month pay, and award of bonuses. Therefore, these should have been deleted and no other monetary awards should have been given to Aboc.

4. The computation of Aboc's backwages should be limited to the rate of wage at the time of his separation from the service, excluding the salary increases and those under the collective bargaining agreement. Since the salary increase from January 2000 to June 2001 would have the effect of increasing Aboc's base salary, it should not have been awarded. If he was not entitled to salary increases, he should not be awarded salary increase differentials or wage differentials as well as 13th month pay differentials.

5. The granting of a bonus is a management prerogative. Aboc is not entitled to receive bonuses because he participated in activities competing with Metrobank's main business instead of remaining loyal to it.

The Court's Ruling

After an assiduous assessment of the records, the Count finds no cogent reason to disturb the subject decision of the CA.

On the procedural issue raised by Aboc regarding Metrobank's alleged belated filing of its petition before the CA, the records show that all pleadings filed by Metrobank, since the filing of its Motion For Partial Reconsideration dated January 15, 2003, was prepared and filed by Rayala Alonso and Partners. Aboc knew all along that Metrobank was being represented by said firm since his counsel furnished the latter a copy of his motion for reconsideration.

It appears that Rayala Alonso and Partners received a copy of the September 17, 2003 NLRC decision on September 29, 2003. For said reason, Metrobank is correct in asserting that it timely filed its petition on November 7, 2004.

Nonetheless, granting that Metrobank belatedly filed its petition, a delay of just two (2) days should not be fatal.

Litigations should be decided on the merits of the case, not on mere technicalities.

The court has the discretion to dismiss or not to dismiss an appellant's appeal. It is a power conferred on the court, not a duty. The discretion must be a sound one, to be exercised in accordance with the tenets of justice and fair play, having in mind the circumstances obtaining in each case. Technicalities, however, must be avoided. The law abhors technicalities that impede the cause of justice. The court's primary duty is to render or dispense justice.

Litigations must be decided on their merits and not on technicality. Every party litigant must be afforded the amplest opportunity for the proper and just determination of his cause, free from the unacceptable plea of technicalities. Thus, dismissal of appeals purely on technical grounds is frowned upon where the policy of the court is to encourage hearings of appeals on their merits and the rules of procedure ought not to be applied in a very rigid, technical sense; rules of procedure are used only to help secure, not override substantial justice. It is a far better and more prudent course of action for the court to excuse a technical lapse and afford the parties a review of the case on appeal to attain the ends of justice rather than dispose of the case on technicality and cause a grave injustice to the parties, giving a false impression of speedy disposal of cases while actually resulting in more delay, if not a miscarriage of justice.[20]

On Aboc's termination, Article 282 of the Labor Code states:

ART. 282. TERMINATION BY EMPLOYER. - An employer may terminate an employment for any of the following causes:

- (a) Serious misconduct or willful disobedience by the employee of the lawful orders of his employer or representative in connection with his work;
- (b) Gross and habitual neglect by the employee of his duties;
- (c) Fraud or willful breach by the employee of the trust reposed in him by his employer or duly authorized representative;
- (d) Commission of a crime or offense by the employee against the person of his employer or any immediate member of his family or his duly authorized representative; and
- (e) Other causes analogous to the foregoing.

In termination cases, the burden of proof rests on the employer to show that the dismissal was for a just cause or authorized cause. An employee's dismissal due to serious misconduct and loss of trust and confidence must be supported by substantial evidence. Substantial evidence is that amount of relevant evidence as a reasonable mind might accept as adequate to support a conclusion, even if other minds, equally reasonable, might conceivably opine otherwise.[21]

In the case at bench, Metrobank's evidence clearly shows that the acts of Aboc in helping Chua organize the CNRI and FFA credit unions and in the operations thereof constituted serious misconduct or breach of trust and confidence. In response to the inter-office letter[22] sent by Metrobank on January 29, 1998, Aboc submitted his Explanation[23] dated February 6, 1998, admitting having committed said acts but claiming that he was only an "unwilling participant" doing a ministerial job.

During the investigation conducted on January 15, 1998 at Metrobank's head office in Makati City, however, the following facts were established:

1. He was one of the organizers of the CNRI and FFA credit unions and acted as auditor of said credit unions.
2. He and his co-organizers did not inform Metrobank about the existence of said credit unions.

3. CNRI and FFA opened an account with Metrobank under the names Wynster Chua, Judith Eva Cabrido and Antonio Aboc.
4. He solicited investors including Metrobank clients for said credit unions, and signed as one of the signatories in the Trust Certificate of Marlyn Belleza and Grace Lim.
5. He and Chua opened accounts for the said credit unions under the fictitious names of Vicente Belocura and Romeo Gonzales, respectively.
6. He induced a certain Nerinilda Arcipe (Nerinilda), a non-employee of Metrobank, to withdraw her UNISA account with Metrobank and invest it with CNRI.
7. The regional and local checks in the names of Belocura, John BK Chua, John AJ. Jazal, and Wynster Chua, issued in connection with the business activities of CNRI and FFA were treated as bills purchases and the proceeds thereof were immediately withdrawn without waiting for three (3) to five (5) days clearing in violation of Metrobank's control system.

Indeed, Aboc's participation in the lending and investment activities of CNRI and FFA was highly irregular and clearly in conflict with Metrobank's business. The irregularity of his act was evident from the fact that he deliberately failed to inform Metrobank about the existence of CNRI and FFA. Though he expressed apprehension and was not pleased with the way Chua was running the lending business, he never informed or, at least, sought advice from his employer. Instead of doing so, he actively participated in the business of Chua which competed against that of Metrobank.

Moreover, Aboc knew about the subject credit union's non-registration with the Central Bank or any proper government institution. Being an experienced banker, he should have known that the lending activities of the subject credit unions were questionable, if not, illegal, due to its non-registration. Again, Aboc chose not to inform his employer about this and, instead, participated in the operations of the subject credit unions.

The fact that Aboc opened accounts for the subject credit unions under fictitious names can only mean that the group had something to hide.

Under the above circumstances, the Court cannot subscribe to the assertion that he was just an "unwilling participant" doing a "ministerial" job for the subject credit unions. Certainly, the acts of 1) opening an account under fictitious names; 2) solicitation of Metrobank clients to invest in their credit union; 3) co-signing of trust receipts; and 4) inducement of an investor to withdraw her account and transfer it to the subject credit unions, were certainly not "ministerial" tasks of an "unwilling participant." He was just not a runner doing errands for Chua; he was the auditor for CNRI and FFA and actively participated in their lending activities.

Aboc cannot be saved by Chua's letter[24] dated February 17, 1998 explaining that Aboc had no participation whatsoever in said lending activities. Metrobank was his employer, not Chua. Most important, Metrobank was paying his salary and other benefits in exchange for his services. Therefore, Aboc's loyalty should first and foremost be to Metrobank. Ironically, Aboc did not return the favor. He chose his personal interest over that of Metrobank.

The Court cannot give weight to the argument that Metrobank was aware of the proliferation of credit unions in practically all of its branches and did not prohibit the operation thereof. Contrary to Aboc's position, Metrobank issued notices to all its employees regarding the prohibition on the practice of borrowing and lending money among its officers, employees, and bank clients. Metrobank's notices were dated June 15, 1988[25] and August 30, 1995.[26]

Aboc's highly irregular participation in the lending business of CNRI and FFA jeopardized the business of

Metrobank. CNRI and FFA were practically competing with the business of Metrobank by soliciting investors including clients of the bank for their credit unions. Aboc admitted that he was able to induce Nerinilda, the widow of a former branch accountant of Metrobank, to withdraw her UNISA account with Metrobank and invest it with their credit union. This was confirmed by Nerinilda herself in her affidavit[27] dated December 11, 1997.

To extricate himself, Aboc also argues that Metrobank failed to comply with the requirements of due process in dismissing him because he was not properly investigated. According to him, the interrogation conducted by Metrobank was done in an atmosphere of fear, oppression, intimidation, and coercion.

The Court is not persuaded.

The evidence shows that he was afforded due process. The essence of due process is an opportunity to be heard or, as applied to administrative proceedings, an opportunity to explain one's side. A formal or trial-type hearing is not essential.[28] In this regard, the Court agrees with the CA when it wrote:

Regarding the procedural requirements of notice and hearing, records show Aboc was duly notified through the letter dated 29 January 1998 asking him to explain why his services should not be terminated. In fact, Aboc replied to the same by submitting a written explanation on 6 February 1998. We likewise find that he was duly afforded ample opportunity to defend himself during the conference conducted on 10 February. Aboc's contention that the conference he attended cannot substitute the "hearing mandated by the Labor Code is bereft of merit. A formal trial-type hearing is not at all times and in all instances essential to due process. It is enough that the parties are given a fair and reasonable opportunity to explain their respective sides of the controversy and to present supporting evidence on which a fair decision can be based.[29]

The Court, however, cannot also accommodate Metrobank.

The monetary award granted to Aboc was warranted under the law and jurisprudence. Article 223 of the Labor Code reads, in part:

In any event, the decision of the Labor Arbiter reinstating a dismissed or separated employee, insofar as the reinstatement aspect is concerned, shall immediately be executory, pending appeal. The employee shall either be admitted back to work under the same terms and conditions prevailing prior to his dismissal or separation or, at the option of the employer, merely reinstated in the payroll. The posting of a bond by the employer shall not stay the execution for reinstatement provided herein.

In the case at bench, it cannot be denied that Metrobank opted to reinstate Aboc in its payroll. Since Metrobank chose payroll reinstatement for Aboc, the Court agrees with the CA that he then became a reinstated regular employee. This means that he was restored to his previous position as a regular employee without loss of seniority rights and other privileges appurtenant thereto. His payroll reinstatement put him on equal footing with the other regular Metrobank employees insofar as entitlement to the benefits given under the Collective Bargaining Agreement is concerned.

The fact that the decision of the LA was reversed on appeal has no controlling significance. The rule is that even if the order of reinstatement of the LA is reversed on appeal, it is obligatory on the part of the employer to reinstate and pay the wages of the dismissed employee during the period of appeal until final reversal by the higher court.[30]

WHEREFORE, the October 28, 2005 Decision of the Court of Appeals is AFFIRMED.

SO ORDERED.

Carpio, (Chairperson), Nachura, Peralta, and Abad, JJ., concur.

[1] Rollo (G.R. Nos. 170542-43), pp. 246-257. Penned by Associate Justice Pampio A. Abarintos with Associate Justice Mercedes Gozo-Dadole and Associate Justice Enrico A. Lanzas, concurring.

[2] Rollo (G.R. Nos. 170542-43), pp. 441-455.

[3] Id. at 91-101. Penned by Labor Arbiter Julie C. Rendoque.

[4] Id. at 39-47.

[5] Id. at 53.

[6] Id. at 54-56.

[7] Id. at 55.

[8] Rollo (G.R. Nos. 170542-43), Position Paper for the Respondents, pp. 59-72, p. 60.

[9] Rollo (G.R. Nos. 170542-43), p. 100.

[10] Id. at 95-96.

[11] Id. at 161-162.

[12] Id. at 164-180.

[13] Id. at 181-184.

[14] Id. at 186-190.

[15] Id. at 221-243.

[16] Id. at 191-220.

[17] Id. at 257.

[18] Rollo (G.R. No. 176460), p. 406.

[19] Rollo (G.R. Nos. 170542-43), p. 28.

[20] *Voltaire I. Rovira v. Heirs of Jose C. Deleste*, G.R. No. 160825, March 26, 2010.

[21] *Caltex (Philippines) Inc. v. Hermie G. Agad*, G.R. No. 162017, April 23, 2010.

[22] Rollo (G.R. Nos. 170542-43), p. 53.

[23] Id. at 54-56.

[24] Id. at 57.

[25] Id. at 338.

[26] Id. at 339.

[27] Id. at 73-74.

[28] *Maralit v. Philippine National Bank*, G.R. No. 163788, August 24, 2009, 596 SCRA 662, citing *Philippine Long Distance Company v. Bolso*, G.R. No. 159701, 17 August 2007, 530 SCRA 550, 564-565.

[29] *Rollo* (G.R. Nos. 170542-43), pp. 255-256.

[30] See *College of the Immaculate Conception v. NLRC & Atty. Marius F. Carlos, Ph.D.*, G.R. No. 167563, March 22, 2010.

ABOUT BATAS.ORG

Study smarter at BATAS.org

The Philippine bar review and law-school companion built around how your brain actually remembers.

The complete Philippine law library - free for everyone.

More than 100,000 Supreme Court decisions, Republic Acts, and executive issuances - full-text searchable, browsable by category and year, and always free. No paywall, no login. This PDF came from it.

Audio case-brief lectures.

Any decision becomes a podcast-style lecture - facts, issues, ruling, and doctrine - with read-along highlighting and a hands-free presentation mode. Study while commuting, working out, or resting your eyes.

Bar review built on the science of memory.

Complete, sequenced courses for all eight bar subjects, narrated like podcasts and reinforced with retrieval practice and spaced review - the study techniques with the strongest evidence behind them.

The full law-school curriculum.

One subscription unlocks the entire J.D. curriculum - every subject, every lesson, with your progress tracked down to the paragraph so you can pick up exactly where you left off, on any device.

Mock exams that tell you where you stand.

Timed multiple-choice exams graded instantly, with per-subject score breakdowns and focus suggestions that point you at your weakest topics first.

A study planner that keeps you on pace.

Set your schedule and BATAS tells you every day whether you are on track for bar day - and exactly which lesson to take next.

Start free at <https://batas.org>

The law library is free forever - and your first lesson is one click away.

The text of this document is an official public record and remains in the public domain. Formatting, presentation, and compilation © 2026 batas.org.

Downloaded free from the batas.org Law Library. Share it freely - the library is free for every law student, bar reviewee, and practitioner.