

CHANROBLES PUBLISHING COMPANY

**SUPREME COURT
SECOND DIVISION**

**MARIVELES SHIPYARD CORP.,
*Petitioner,***

-versus-

**G.R. No. 144134
November 11, 2003**

**HON. COURT OF APPEALS, LUIS
REGONDOLA,^[*] MANUELIT
GATALAN,^[*] ORESCA AGAPITO, NOEL
ALBADBAD,^[*] ROGELIO PINTUAN,
DANILO CRISOSTOMO, ROMULO
MACALINAO, NESTOR FERER,^[*]
RICKY CUESTA, ROLLY ANDRADA,^[*]
LARRY ROGOLA, FRANCISCO
LENOGON, AUGUSTO QUINTO,^[*] ARFE
BERAMO, BONIFACIO TRINIDAD,
ALFREDO ASCARRAGA,^[*] ERNESTO
MAGNO, HONORARIO HORTECIO,^[*]
NELBERT PINEDA, GLEN ESTIPULAR,
FRANCISCO COMPUESTO, ISABELITO
CORTEZ,^[*] MATUREN ROSAURO,
SAMSON CANAS, FEBIEN ISIP, JESUS
RIPARIP, ALFREDO SIENES, ADOLAR
ALBERT, HONESTO CABANILLAS,
AMPING CASTILLO and ELWIN
REVILLA,**

Respondents.

X-----X

DECISION

QUISUMBING, J.:

For Review on Certiorari is the Resolution,^[1] dated December 29, 1999, of the Court of Appeals in CA-G.R. SP No. 55416, which dismissed outright the petition for certiorari of Mariveles Shipyard Corp., due to a defective certificate of non-forum shopping and non-submission of the required documents to accompany said petition. Mariveles Shipyard Corp., had filed a special civil action for certiorari with the Court of Appeals to nullify the Resolution^[2] of the National Labor Relations Commission (NLRC), dated April 22, 1999, in NLRC NCR Case No. 00-09-005440-96-A, which affirmed the Labor Arbiter's Decision,^[3] dated May 22, 1998, holding petitioner jointly and severally liable with Longest Force Investigation and Security Agency, Inc., for the underpayment of wages and overtime pay due to the private respondents. Likewise challenged in the instant petition is the Resolution^[4] of the Court of Appeals, dated July 12, 2000, denying petitioner's motion for reconsideration.

The facts, as culled from records, are as follows:

Sometime on October 1993, petitioner Mariveles Shipyard Corporation engaged the services of Longest Force Investigation and Security Agency, Inc. (hereinafter, "Longest Force") to render security services at its premises. Pursuant to their agreement, Longest Force deployed its security guards, the private respondents herein, at the petitioner's shipyard in Mariveles, Bataan.

According to petitioner, it religiously complied with the terms of the security contract with Longest Force, promptly paying its bills and the contract rates of the latter. However, it found the services being rendered by the assigned guards unsatisfactory and inadequate, causing it to terminate its contract with Longest Force on April 1995.^[5] Longest Force, in turn, terminated the employment of the security guards it had deployed at petitioner's shipyard.

On September 2, 1996, private respondents filed a case for illegal dismissal, underpayment of wages pursuant to the PNPSOSIA-PADPAO rates, non-payment of overtime pay, premium pay for holiday and rest day, service incentive leave pay, 13th month pay and attorney's fees, against both Longest Force and petitioner, before the Labor Arbiter. Docketed as NLRC NCR Case No. 00-09-005440-96-A, the case sought the guards' reinstatement with full backwages and without loss of seniority rights.

For its part, Longest Force filed a cross-claim^[6] against the petitioner. Longest Force admitted that it employed private respondents and assigned them as security guards at the premises of petitioner from October 16, 1993 to April 30, 1995, rendering a 12 hours duty per shift for the said period. It likewise admitted its liability as to the non-payment of the alleged wage differential in the total amount of P2,618,025 but passed on the liability to petitioner alleging that the service fee paid by the latter to it was way below the PNPSOSIA and PADPAO rate, thus, "contrary to the mandatory and prohibitive laws because the right to proper compensation and benefits provided under the existing labor laws cannot be waived nor compromised."

The petitioner denied any liability on account of the alleged illegal dismissal, stressing that no employer-employee relationship existed between it and the security guards. It further pointed out that it would be the height of injustice to make it liable again for monetary claims which it had already paid. Anent the cross-claim filed by Longest Force against it, petitioner prayed that it be dismissed for lack of merit. Petitioner averred that Longest Force had benefited from the contract, it was now estopped from questioning said agreement on the ground that it had made a bad deal.

On May 22, 1998, the Labor Arbiter decided NLRC NCR Case No. 00-09-005440-96-A, to wit:

WHEREFORE, conformably with the foregoing, judgment is hereby rendered ordering the respondents as follows:

1. DECLARING respondents Longest Force Investigation & Security Agency, Inc. and Mariveles Shipyard Corporation jointly and severally liable to pay the money claims of complainants

representing underpayment of wages and overtime pay in the total amount of P2,700,623.40 based on the PADPAO rates of pay covering the period from October 16, 1993 up to April 29, 1995 broken down as follows:

UNDERPAYMENT OF WAGES:

PERIOD COVERED	MONTHLY PADPAO RATES (8 hrs. duty)	ACTUAL SALARY RECEIVED	UNDER PAYMENT FOR THE PERIOD	WAGE DIFFERENTIALS
Oct. 16-Dec. 15/93 (2 mos.)	P5,485.00	P5,000	P485.00	P970.00
Dec. 16/93-Mar. 31/94 (3.5 mos.)	6,630.00	5,000	1,630.00	5,705.00
Apr. 1-Dec. 31/94 (9 mos.)	7,090.00	5,810	1,280.00	11,520.00
Jan. 1-Apr. 29/95 (3.97 mos.)	7,220.00	5,810	1,410.00	5,597.70
TOTAL UNDERPAYMENTS				P23,792.70 =====

OVERTIME:

Oct. 16-Dec. 15/93 (2 mos.)	$\frac{P5,485}{2} \times 2 =$	P5,485.00
Dec. 16/93-Mar. 31/94 (3.5 mos.)	$\frac{6,630}{2} \times 3.5 =$	11,602.50
Apr. 1-Dec. 31/94 (9 mos.)	$\frac{7,090}{2} \times 9 =$	31,905.00
Jan. 1-Apr. 29/95 (3.97 mos.)	$\frac{7,220}{2} \times 3.97 =$	14,331.70
TOTAL OVERTIME		P63,324.20 =====

Sub-Total of Underpayments and Overtime: P87,116.90

1. Luis Regondula (the same) P87,116.90
2. Manolito Catalan (the same) 87,116.90
3. Oresca Agapito (the same) 87,116.90
4. Noel Alibadbad (the same) 87,116.90
5. Rogelio Pintuan (the same) 87,116.90
6. Danilo Crisostomo (the same) 87,116.90
7. Romulo Macalinao (the same) 87,116.90
8. Nestor Ferrer (the same) 87,116.90
9. Ricky Cuesta (the same) 87,116.90
10. Andrada Ricky (the same) 87,116.90
11. Larry Rogola (the same) 87,116.90
12. Francisco Lenogon (the same) 87,116.90
13. Augusto Quinto (the same) 87,116.90
14. Arfe Beramo (the same) 87,116.90
15. Bonifacio Trinidad (the same) 87,116.90
16. Alfredo Azcarraga (the same) 87,116.90
17. Ernesto Magno (the same) 87,116.90
18. Honario Hortecio (the same) 87,116.90
19. Nelbert Pineda (the same) 87,116.90
20. Glen Estipular (the same) 87,116.90
21. Francisco Compuesto (the same) 87,116.90
22. Isabelito Cortes (the same) 87,116.90
23. Maturan Rosauro (the same) 87,116.90
24. Samson Canas (the same) 87,116.90
25. Febien Isip (the same) 87,116.90
26. Jesus Riparip (the same) 87,116.90
27. Alfredo Sienes (the same) 87,116.90
28. Adolar Albert (the same) 87,116.90
29. Cabanillas Honesto (the same) 87,116.90
30. Castillo Amping (the same) 87,116.90
31. Revilla Elwin (the same) 87,116.90

GRAND TOTAL P2,700,623.90

=====

2. DECLARING both respondents liable to pay complainants attorney's fees equivalent to ten (10%) percent of the total award recovered or the sum of P270,062.34.
3. ORDERING respondent Longest Force Investigation & Security Agency, Inc. to reinstate all the herein complainants to their

former or equivalent positions without loss of seniority rights and privileges with full backwages which as computed as of the date of this decision are as follows:

Backwages:

10/16 – 12/15/93 = 2 mos.
P5,485.00 x 2 mos. = P10,970.00

12/16/93 – 3/31/94 = 3.5 mos.
P6,630.00 x 3.5 mos. = 23,205.00

4/1 – 12/31/94 = 9 mos.
P7,090.00 x 9 mos. = 63,810.00

1/1 – 4/29/95 = 3.97 mos.
P7,220.00 x 3.97 mos. = 28,663.40

TOTAL P126,684.40^[7]
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- | | | | |
|-----|--------------------|--------|----------------------------|
| 1. | Luis Regondula | (same) | P126,684.40 ^[8] |
| 2. | Manolito Catalan | (same) | 126,684.40 |
| 3. | Oresca Agapito | (same) | 126,684.40 |
| 4. | Noel Alibadbad | (same) | 126,684.40 |
| 5. | Rogelio Pintuan | (same) | 126,684.40 |
| 6. | Danilo Crisostomo | (same) | 126,684.40 |
| 7. | Romulo Macalinao | (same) | 126,684.40 |
| 8. | Nestor Ferrer | (same) | 126,684.40 |
| 9. | Ricky Cuesta | (same) | 126,684.40 |
| 10. | Andrada Rolly | (same) | 126,684.40 |
| 11. | Larry Rogola | (same) | 126,684.40 |
| 12. | Francisco Lenogon | (same) | 126,684.40 |
| 13. | Augusto Quinto | (same) | 126,684.40 |
| 14. | Arfe Beramo | (same) | 126,684.40 |
| 15. | Bonifacio Trinidad | (same) | 126,684.40 |
| 16. | Alfredo Azcarraga | (same) | 126,684.40 |
| 17. | Ernesto Magno | (same) | 126,684.40 |
| 18. | Honario Hortecio | (same) | 126,684.40 |
| 19. | Nelbert Pineda | (same) | 126,684.40 |

20.	Glen Estipular	(same)	126,684.40
21.	Francisco Compuesto	(same)	126,684.40
22.	Isabelito Cortes	(same)	126,684.40
23.	Maturan Rosauro	(same)	126,684.40
24.	Samson Canas	(same)	126,684.40
25.	Febien Isip	(same)	126,684.40
26.	Jesus Riparip	(same)	126,684.40
27.	Alfredo Sienes	(same)	126,684.40
28.	Adolar Albert	(same)	126,684.40
29.	Cabanillas Honesto	(same)	126,684.40
30.	Castillo Amping	(same)	126,684.40
31.	Revilla Elwin	(same)	126,684.40

GRAND TOTAL

P3,927,216.40^[9]
=====

- ORDERING said Longest Force Investigation & Security Agency, Inc. to pay attorney's fees equivalent to ten (10%) percent of the total award recovered representing backwages in the amount of P392,721.64.^[10]
- DISMISSING all other claims for lack of legal basis.

SO ORDERED.^[11]

Petitioner appealed the foregoing to the NLRC in NLRC NCR Case No. 00-09-005440-96-A. The labor tribunal, however, affirmed in toto the decision of the Labor Arbiter. Petitioner moved for reconsideration, but this was denied by the NLRC.

The petitioner then filed a special civil action for certiorari assailing the NLRC judgment for having been rendered with grave abuse of discretion with the Court of Appeals, docketed as CA-G.R. SP No. 55416. The Court of Appeals, however, denied due course to the petition and dismissed it outright for the following reasons:

- The verification and certification on non-forum shopping is signed not by duly authorized officer of petitioner corporation, but by counsel (Section 1, Rule 65, 1997 Rules of Civil Procedure).

2. The petition is unaccompanied by copies of relevant and pertinent documents, particularly the motion for reconsideration filed before the NLRC (Section 1, Rule 65, 1997 Rules of Civil Procedure).^[12]

The petitioner then moved for reconsideration of the order of dismissal. The appellate court denied the motion, pointing out that under prevailing case law subsequent compliance with formal requirements for filing a petition as prescribed by the Rules, does not ipso facto warrant a reconsideration. In any event, it found no grave abuse of discretion on the part of the NLRC to grant the writ of certiorari.

Hence, this present petition before us. Petitioner submits that THE COURT OF APPEALS GRAVELY ERRED:

1. IN DISMISSING THE PETITION AND DENYING THE MOTION FOR RECONSIDERATION DESPITE THE FACT THAT PETITIONER SUBSTANTIALLY COMPLIED WITH THE REQUIREMENTS OF SECTION 1, RULE 65, 1997 RULES OF CIVIL PROCEDURE.
2. IN RULING THAT PETITIONER WAS NOT DENIED DUE PROCESS OF LAW.
3. IN AFFIRMING THE DECISION OF THE NATIONAL LABOR RELATIONS COMMISSION THAT “LONGEST FORCE” AND PETITIONER ARE JOINTLY AND SEVERALLY LIABLE FOR PAYMENT OF WAGES AND OVERTIME PAY DESPITE THE CLEAR SHOWING THAT PETITIONER HAVE ALREADY PAID THE SECURITY SERVICES THAT WAS RENDERED BY PRIVATE RESPONDENTS.
4. WHEN IT FAILED TO RULE THAT ONLY “LONGEST FORCE” SHOULD BE SOLELY AND ULTIMATELY LIABLE IN THE INSTANT CASE.^[13]

We find the issues for our resolution to be: (1) Was it error for the Court of Appeals to sustain its order of dismissal of petitioner's special civil action for certiorari, notwithstanding subsequent compliance with the requirements under the Rules of Court by the petitioner? (2) Did the appellate court err in not holding that petitioner was denied due process of law by the NLRC? and (3) Did the appellate court grievously err in finding petitioner jointly and severally liable with Longest Force for the payment of wage differentials and overtime pay owing to the private respondents?

On the first issue, the Court of Appeals in dismissing CA-G.R. SP No. 55416 observed that: (1) the verification and certification of non-forum shopping was not signed by any duly authorized officer of petitioner but merely by petitioner's counsel; and (2) the petition was not accompanied by a copy of motion for reconsideration filed before the NLRC, thus violating Section 1,^[14] Rule 65 of the Rules of Court. Hence, a dismissal was proper under Section 3,^[15] Rule 46 of the Rules.

In assailing the appellate court's ruling, the petitioner appeals to our sense of compassion and kind consideration. It submits that the certification signed by its counsel and attached to its petition filed with the Court of Appeals is substantial compliance with the requirement. Moreover, petitioner calls our attention to the fact that when it filed its motion for reconsideration before the Court of Appeals, a joint verification and certification of non-forum shopping duly signed by its Personnel Manager^[16] and a copy of the Motion for Reconsideration^[17] filed before the NLRC were attached therein. Thus, petitioner prays that we take a liberal stance to promote the ends of justice.

Petitioner's plea for liberality, however, cannot be granted by the Court for reasons herein elucidated.

It is settled that the requirement in the Rules that the certification of non-forum shopping should be executed and signed by the plaintiff or the principal means that counsel cannot sign said certification unless clothed with special authority to do so.^[18] The reason for this is that the plaintiff or principal knows better than anyone else whether a petition has previously been filed involving the same case or

substantially the same issues. Hence, a certification signed by counsel alone is defective and constitutes a valid cause for dismissal of the petition.^[19] In the case of natural persons, the Rule requires the parties themselves to sign the certificate of non-forum shopping. However, in the case of the corporations, the physical act of signing may be performed, on behalf of the corporate entity, only by specifically authorized individuals for the simple reason that corporations, as artificial persons, cannot personally do the task themselves.^[20] In this case, not only was the originally appended certification signed by counsel, but in its motion for reconsideration, still petitioner utterly failed to show that Ms. Rosanna Ignacio, its Personnel Manager who signed the verification and certification of non-forum shopping attached thereto, was duly authorized for this purpose. It cannot be gainsaid that obedience to the requirements of procedural rule is needed if we are to expect fair results therefrom. Utter disregard of the rules cannot justly be rationalized by harking on the policy of liberal construction.^[21]

Thus, on this point, no error could be validly attributed to respondent Court of Appeals. It did not err in dismissing the petition for non-compliance with the requirements governing the certification of non-forum shopping.

Anent the second issue, petitioner avers that there was denial of due process of law when the Labor Arbiter failed to have the case tried on the merits. Petitioner adds that the Arbiter did not observe the mandatory language of the then Sec. 5(b) Rule V (now Section 11, per amendment in Resolution No. 01-02, Series of 2002) of the NLRC New Rules of Procedure which provided that:

If the Labor Arbiter finds no necessity of further hearing after the parties have submitted their position papers and supporting documents, he shall issue an Order to that effect and shall inform the parties, stating the reasons therefor.^[22]

Petitioner's contention, in our view, lacks sufficient basis. Well settled is the rule that the essence of due process is simply an opportunity to be heard, or, as applied to administrative proceedings, an opportunity to explain one's side or an opportunity to seek a reconsideration of the action or ruling complained of.^[23] Not all cases require a trial-type

hearing. The requirement of due process in labor cases before a Labor Arbiter is satisfied when the parties are given the opportunity to submit their position papers to which they are supposed to attach all the supporting documents or documentary evidence that would prove their respective claims, in the event the Labor Arbiter determines that no formal hearing would be conducted or that such hearing was not necessary.^[24] In any event, as found by the NLRC, petitioner was given ample opportunity to present its side in several hearings conducted before the Labor Arbiter and in the position papers and other supporting documents that it had submitted. We find that such opportunity more than satisfies the requirement of due process in labor cases.

On the third issue, petitioner argues that it should not be held jointly and severally liable with Longest Force for underpayment of wages and overtime pay because it had been religiously and promptly paying the bills for the security services sent by Longest Force and that these are in accordance with the statutory minimum wage. Also, petitioner contends that it should not be held liable for overtime pay as private respondents failed to present proof that overtime work was actually performed. Lastly, petitioner claims that the Court of Appeals failed to render a decision that finally disposed of the case because it did not specifically rule on the immediate recourse of private respondents, that is, the matter of reimbursement between petitioner and Longest Force in accordance with *Eagle Security Agency Inc. vs. NLRC*,^[25] and *Philippine Fisheries Development Authority vs. NLRC*.^[26]

Petitioner's liability is joint and several with that of Longest Force, pursuant to Articles 106, 107 and 109 of the Labor Code which provide as follows:

ART. 106. CONTRACTOR OR SUBCONTRACTOR. — Whenever an employer enters into a contract with another person for the performance of the former's work, the employees of the contractor and of the latter's subcontractor, if any, shall be paid in accordance with the provisions of this Code.

In the event that the contractor or subcontractor fails to pay the wages of his employees in accordance with this Code, the employer shall be jointly and severally liable with his contractor

or subcontractor to such employees to the extent of the work performed under the contract, in the same manner and extent that he is liable to employees directly employed by him.

X X X

X X X

X X X

ART. 107. INDIRECT EMPLOYER. — The provisions of the immediately preceding Article shall likewise apply to any person, partnership, association or corporation which, not being an employer, contracts with an independent contractor for the performance of any work, task, job or project.

ART. 109. SOLIDARY LIABILITY. — The provisions of existing laws to the contrary notwithstanding, every employer or indirect employer shall be held responsible with his contractor or subcontractor for any violation of any provision of this Code. For purposes of determining the extent of their civil liability under this Chapter, they shall be considered as direct employers.

In this case, when petitioner contracted for security services with Longest Force as the security agency that hired private respondents to work as guards for the shipyard corporation, petitioner became an indirect employer of private respondents pursuant to Article 107 abovecited. Following Article 106, when the agency as contractor failed to pay the guards, the corporation as principal becomes jointly and severally liable for the guards' wages. This is mandated by the Labor Code to ensure compliance with its provisions, including payment of statutory minimum wage. The security agency is held liable by virtue of its status as direct employer, while the corporation is deemed the indirect employer of the guards for the purpose of paying their wages in the event of failure of the agency to pay them. This statutory scheme gives the workers the ample protection consonant with labor and social justice provisions of the 1987 Constitution.^[27]

Petitioner cannot evade its liability by claiming that it had religiously paid the compensation of guards as stipulated under the contract with the security agency. Labor standards are enacted by the legislature to alleviate the plight of workers whose wages barely meet the spiraling

costs of their basic needs. Labor laws are considered written in every contract. Stipulations in violation thereof are considered null. Similarly, legislated wage increases are deemed amendments to the contract. Thus, employers cannot hide behind their contracts in order to evade their (or their contractors' or subcontractors') liability for noncompliance with the statutory minimum wage.^[28]

However, we must emphasize that the solidary liability of petitioner with that of Longest Force does not preclude the application of the Civil Code provision on the right of reimbursement from his co-debtor by the one who paid.^[29] As held in *Del Rosario & Sons Logging Enterprises, Inc. vs. NLRC*,^[30] the joint and several liability imposed on petitioner is without prejudice to a claim for reimbursement by petitioner against the security agency for such amounts as petitioner may have to pay to complainants, the private respondents herein. The security agency may not seek exculpation by claiming that the principal's payments to it were inadequate for the guards' lawful compensation. As an employer, the security agency is charged with knowledge of labor laws; and the adequacy of the compensation that it demands for contractual services is its principal concern and not any other's.^[31]

On the issue of the propriety of the award of overtime pay despite the alleged lack of proof thereof, suffice it to state that such involves a determination and evaluation of facts which cannot be done in a petition for review. Well established is the rule that in an appeal via certiorari, only questions of law may be reviewed.^[32]

One final point. Upon review of the award of backwages and attorney's fees, we discovered certain errors that happened in the addition of the amount of individual backwages that resulted in the erroneous total amount of backwages and attorney's fees. These errors ought to be properly rectified now. Thus, the correct sum of individual backwages should be P126,648.40 instead of P126,684.40, while the correct sum of total backwages awarded and attorney's fees should be P3,926,100.40, and P392,610.04, instead of P3,927,216.40 and P392,721.64, respectively.

WHEREFORE, the Resolution of the Court of Appeals in CA-G.R. SP No. 55416 is **AFFIRMED** with **MODIFICATION**. Petitioner and

Longest Force are held liable jointly and severally for underpayment of wages and overtime pay of the security guards, without prejudice to petitioner's right of reimbursement from Longest Force Investigation and Security Agency, Inc. The amounts payable to complaining security guards, herein private respondents, by way of total backwages and attorney's fees are hereby set at P3,926,100.40 and P392,610.04, respectively. Costs against petitioner.

SO ORDERED.

Bellosillo, J., (Chairman), Austria-Martinez, Callejo, Sr. and Tinga, JJ., concur.

* Some of the respondents' names were designated differently in some parts of the records. The variance is as follows: Luis Regondula, Manolito Catalan, Noel Alibadbad, Nestor Ferrer, Ricky Andrada, Augusto Quinto, Alfredo Azcarraga, Honario Hortecio and Isabelito Cortes.

[1] Rollo, pp. 12-13. Penned by Associate Justice Ruben T. Reyes with Associate Justices Teodoro P. Regino and Edgardo P. Cruz, concurring.

[2] Id. at 69-80.

[3] Id. at 54-67.

[4] Id. at 8-9.

[5] CA Rollo, p. 68, Position Paper of Longest Force but indicated as 1994 in Petitioner's Position Paper, see CA Rollo, p. 25.

[6] Rollo, pp. 102-104.

[7] Erroneous Sum. Should be P126,648.40.

[8] Ibid.

[9] Erroneous Sum. Should be P3,926,100.40.

[10] Erroneous Product. Should be P392,610.04.

[11] Rollo, pp. 63-67.

[12] Id. at 13.

[13] Id. at 26-27.

[14] SEC. 1. Petition for certiorari. — x x x

The petition shall be accompanied by a certified true copy of the judgment, order or resolution subject thereof, copies of all pleadings and documents relevant and pertinent thereto, and a sworn certification of non-forum shopping as provided in the third paragraph of Section 3, Rule 46.

[15] SEC. 3. Contents and filing of petition; effect of non-compliance with requirements. — x x x

The petitioner shall also submit together with the petition a sworn certification that he has not theretofore commenced any other action involving the same issues in the Supreme Court, the Court of Appeals or different divisions thereof, or any other tribunal or agency; if there is such

other action or proceeding, he must state the status of the same; and if he should thereafter learn that a similar action or proceeding has been filed or is pending before the Supreme Court, the Court of Appeals, or different divisions thereof, or any other tribunal or agency, he undertakes to promptly inform the aforesaid courts and other tribunal or agency thereof within five (5) days therefrom.

X X X X X X 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.

- [16] CA Rollo, p. 122.
- [17] Id. at 114-121.
- [18] Condo Suite Club Travel, Inc. vs. NLRC, G.R. No. 125671, 28 January 2000, 323 SCRA 679, 687.
- [19] Eslaban, Jr. vs. Vda. de Onorio, G.R. No. 146062, 28 June 2001, 360 SCRA 230, 236.
- [20] See BA Savings Bank vs. Sia, G.R. No. 131214, 27 July 2000, 336 SCRA 484, 489.
- [21] Ortiz vs. Court of Appeals, G.R. No. 127393, 4 December 1998, 299 SCRA 708, 712.
- [22] As amended, this should now read as follows:
SECTION 11. ISSUANCE OF AN ORDER SUBMITTING THE CASE FOR DECISION. After the parties have submitted their position papers and supporting documents, AND UPON EVALUATION OF THE CASE the Labor Arbiter finds no necessity of further hearing, he shall issue an order expressly declaring the submission of the case for DECISION.
- [23] Sunset View Condominium Corporation vs. NLRC, G.R. No. 87799, 15 December 1993, 228 SCRA 466, 472.
- [24] Columbus Philippines Bus Corporation vs. NLRC, G.R. Nos. 114858-59, 7 September 2001, 364 SCRA 606, 621.
- [25] G.R. Nos. 81314 & 81447, 18 May 1989, 173 SCRA 479.
- [26] G.R. No. 94825, 4 September 1992, 213 SCRA 621.
- [27] Alpha Investigation and Security Agency, Inc. vs. NLRC, G.R. No. 111722, 27 May 1997, 272 SCRA 653, 658.
- [28] Rosewood Processing, Inc. vs. NLRC, G.R. Nos. 116476-84, 21 May 1998, 290 SCRA 408, 425.
- [29] See Eagle Security Agency, Inc. vs. NLRC, supra, at 486.
Civil Code. ART. 1217. Payment made by one of the solidary debtors extinguishes the obligation. If two or more solidary debtors offer to pay, the creditor may choose which offer to accept.
He who made the payment may claim from his co-debtors only the share which corresponds to each, with the interest for the payment already made. If the payment is made before the debt is due, no interest for the intervening period may be demanded.
When one of the solidary debtors cannot, because of his insolvency, reimburse his share to the debtor paying the obligation, such share shall be borne by all his co-debtors, in proportion to the debt of each.
- [30] G.R. No. L-64204, 31 May 1985, 136 SCRA 669, 673.

[31] Ibid.

[32] Milestone Realty and Co., Inc. vs. Court of Appeals, G.R. No. 135999, April 19, 2002, p. 10.

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