

CHANROBLES PUBLISHING COMPANY

**SUPREME COURT  
FIRST DIVISION**

**TEODORO RANCES,  
*Petitioners,***

***-versus-***

**G.R. No. 101135  
July 14, 1995**

**NATIONAL LABOR RELATIONS  
COMMISSION and PACIFIC ASIA  
OVERSEAS CORPORATION,  
*Respondents.***

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**D E C I S I O N**

**QUIASON, J.:**

This is a petition to reverse the Resolutions dated November 28, 1990 and July 19, 1991 of the National Labor Relations Commission (NLRC) denying petitioner's appeal for having been filed out of time and denying his motion for reconsideration respectively.

I

Petitioner was hired by private respondent in March 1984 as a radio officer of a vessel belonging to its principal, the Gulf-East Ship Management Limited. Petitioner authorized private respondent to

deduct from his monthly salary the amount of US\$765.00 and to remit the same to his wife, Clarita Rances.

It appears that a case filed by petitioner in Dubai was amicably settled, with the payment to petitioner of the sum of US\$5,500.00 plus “a return ticket to [petitioner’s] country.” The compromise agreement contained a proviso that “the opponent” would pay “to the [petitioner]” US\$1,500.00 “in case the wife of [petitioner] doesn’t agree with the amount sent to [her]” (Rollo, p. 99). The decision approving the compromise agreement did not state the names of the parties therein.

Armed with the Dubai decision, petitioner returned to the Philippines after his tour of duty and on October 10, 1985 filed a complaint with the Philippine Overseas Employment Administration (POEA) for the enforcement of the Dubai decision against private respondent (POEA Case No.[M] 85-10-0814). POEA and NLRC ruled in favor of petitioner. However, in a petition for review (G.R. No. 76595), we reversed the decision of NLRC, holding that the POEA has no jurisdiction to hear and decide a claim for enforcement of a foreign judgment. However, we ruled that petitioner could initiate another proceeding before the POEA against private respondent on the basis of the contract of employment between petitioner and private respondent or the latter’s foreign principal (Rollo, p. 54).

On June 6, 1988, petitioner filed with the POEA another complaint (POEA Case No. [M] 88-06-478) against private respondent for non payment of salary allotments for the months of March, April and May 1984 due to petitioner’s wife. In his position paper, petitioner contended that only the amount of P13,393.45 or the dollar equivalent of US\$765.00 was remitted to his wife, thereby leaving a balance of US\$1,530.00.

In answer to petitioner’s complaint, private respondent raised, *inter alia*, the defenses of payment and prescription.

On November 14, 1989, a decision was rendered by POEA. dismissing the complaint on the ground of prescription.

Not contented with the POEA decision, petitioner appealed to NLRC on December 15, 1989 by filing a notice of appeal and a motion for extension of time to file his appeal brief. On January 9, 1990, petitioner filed the appeal brief. In a Resolution dated November 28, 1990, the appeal was dismissed on the ground that the memorandum of appeal was belatedly filed. Petitioner's motion for reconsideration was likewise dismissed for lack of merit on July 19, 1991. Hence this petition.

The issues raised by petitioner are: (a) whether the appeal of petitioner was properly dismissed by NLRC on the ground of late filing; and (b) whether petitioner is entitled to recover his money claim covering the months of March, April and May 1984.

Petitioner contends that NLRC acted with grave abuse of discretion when it dismissed the appeal for failure of petitioner to file his memorandum on appeal within 10 days from receipt of POEA's decision.

## II

Rule V, Book VII of the Rules Governing Overseas Employment provides:

“Section 5. Requisites for Perfection of Appeal. — The appeal shall be filed within the reglementary period as provided in Section 1 of this Rule; shall be under oath 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; shall be accompanied by a memorandum of appeal which shall state the grounds relied upon and the arguments in support thereof; the relief prayed for; and a statement of the date when the appellant received the appealed decision, and/or award and proof of service on the other party of such appeal.

A mere notice of appeal without complying with the other requisites aforestated shall not stop the running of the period for perfecting an appeal” (Emphasis supplied).

Section 7 of the same Rules provides:

“No Extension of Period. — No motion or request for extension of the period within which to perfect an appeal shall be allowed.”

We have allowed the belated filing of appeals to NLRC in some cases. This liberal practice is done only when it would serve the demands of substantial justice and in the exercise of the court’s equity jurisdiction (*Lucero vs. NLRC*, 203 SCRA 218 [1991]). We are not inclined to apply this rule to petitioner, his appeal not being meritorious.

We agree with private respondent that petitioner’s money claim has already prescribed. Article 291 of the Labor Code provides:

“Money claims. — 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.”

A cause of action has three elements, to wit: (1) a right in favor of the plaintiff by whatever means and under whatever law it arises or is created; (2) an obligation on the part of the named defendant to respect or not to violate such right; and (3) an act or omission on the part of such defendant violative of the right of the plaintiff or constituting a breach of the obligation of the defendant to the plaintiff (*Baliwag Transit, Inc. vs. Ople*, 171 SCRA 250 [1989]).

In the case at bench, petitioner is claiming the unpaid allotments during the months of March, April and May 1984. Applying Article 291 of the Labor Code of the Philippines, it cannot be gainsaid that the cause of action of petitioner accrued on May 1984. Clearly when petitioner filed his complaint for payment of unpaid allotments for the months of March, April and May 1984 on June 9, 1988 (POEA Case No. [M] 88-06-478), more than three years had elapsed. Hence, prescription has already set in.

Neither do we accept petitioner’s contention that his filing of a complaint to enforce the Dubai decision on October 10, 1985 has the effect of tolling the running of the prescriptive period. The cause of action in said case was for the enforcement of a decision, while the

cause of action in the present case is for the collection of a sum of money. Furthermore, POEA has no jurisdiction to hear and decide a claim for enforcement of a foreign judgment. Such a claim must be brought before the regular courts. In effect it is as if no action has been filed which could have stopped the running of the prescriptive period.

**WHEREFORE**, the questioned Resolutions dated November 28, 1990 and July 19, 1991 of the National Labor Relations Commission are **AFFIRMED**.

**SO ORDERED.**

**Padilla, Davide, Jr. and Kapunan, JJ., concur.**  
**Bellosillo, J., is on leave.**