

CHANROBLES PUBLISHING COMPANY

**SUPREME COURT
THIRD DIVISION**

ANTONIO M. SERRANO,
Petitioner,

-versus-

G.R. No. 151833
August 7, 2003

**GALANT MARITIME SERVICES, INC.,
MARLOW NAVIGATION CO., LTD AND
NATIONAL LABOR RELATIONS
COMMISSION,**

Respondents.

X-----X

RESOLUTION

SANDOVAL-GUTIERREZ, J.:

At bar is a Petition for Review on *Certiorari* seeking the reversal of the Resolutions dated January 31, 2001^[1] and December 18, 2001^[2] of the Court of Appeals outrightly dismissing the petition for certiorari filed by Antonio M. Serrano, herein petitioner, for his failure to attach therewith copies of all relevant pleadings and documents necessary in resolving the merits of the petition.

The controversy stemmed from the complaint for illegal dismissal filed with the Office of the Labor Arbiter by petitioner against Galant Maritime Services, Inc. and Marlow Navigation Co., Ltd.,

respondents. The complaint was docketed as NLRC NCR OCW (M)-98-07-0818.

After the submission of the parties' respective position papers and other responsive pleadings, the Labor Arbiter rendered a Decision^[3] dated July 15, 1999 in favor of petitioner. The dispositive portion reads:

“WHEREFORE, premises considered, judgment is hereby rendered declaring that the dismissal of the complainant by the respondents in the above-entitled case was illegal and the respondents are hereby ordered to pay the complainant, jointly and severally, in Philippine Currency, based on the rate of exchange prevailing at the time of payment, the amount of EIGHT THOUSAND SEVEN HUNDRED SEVENTY U.S. DOLLARS (US \$8,770.00), representing the complainant's salary for three (3) months of the unexpired portion of the aforesaid contract of employment.

“The respondents are likewise ordered to pay the complainant, jointly and severally, in Philippine Currency, based on the rate of exchange prevailing at the time of payment, the amount of FORTY FIVE U.S. DOLLARS. (US \$ 45.00), representing the complainant's claim for a salary differential. In addition, the respondents are hereby offered to pay the complainant, jointly and severally, in Philippine Currency, at the exchange rate prevailing at the time of payment, the complainant's claim for attorney's fees equivalent to ten percent (10%) of the total amount awarded to the aforesaid employee under this Decision.

“The claims of the complainant for moral and exemplary damages are hereby DISMISSED for lack of merit.

“All other claims are hereby DISMISSED.

“SO ORDERED.”

Both parties appealed to the National Labor Relations Commission (NLRC).

On June 15, 2000, the NLRC promulgated a decision affirming in part the Arbitrator's decision, thus:

“WHEREFORE, the Decision dated 15 July 1999 is MODIFIED. Respondents are hereby ordered to pay complainant, jointly and severally, in Philippine currency, at the prevailing rate of exchange at the time of payment the following:

1. Three (3) months salary \$1,400 x 3	US \$4,200.00
2. Salary differential	<u>45.00</u>
	US \$4,245.00
3. 10% Attorney's fees	424.50
TOTAL	US \$ 4,669.50
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“The other findings are affirmed.

“SO ORDERED.”

Unsatisfied, petitioner filed a Motion for Partial Reconsideration^[4] but the NLRC, in a Resolution dated July 31, 2000, denied the same.

As a consequence, petitioner filed with the Court of Appeals a petition for certiorari alleging that the NLRC committed grave abuse of discretion in limiting the award of backwages to three (3) months and deleting the award for overtime and vacation leave pay, in violation of his constitutional right to due process, equal protection and non-impairment of contract.

However, in a Resolution dated January 31, 2001, the Court of Appeals dismissed the petition outright for petitioner's failure to attach therewith copies of all relevant and pertinent pleadings and documents necessary in the judicious resolution of its merits.

On February 28, 2001, petitioner filed a Motion for Reconsideration^[5] but was denied.

Hence, this petition for review on certiorari alleging that the Appellate Court erred in dismissing the petition for certiorari on pure technicality.

In his comment, respondent averred that the Court of Appeals should not be faulted for dismissing the petition as it did not comply with the Rules.

It bears stressing at the outset that “(c)ertiorari, being an extraordinary remedy, the party who seeks to avail of the same must strictly observe the rules laid down by law.”^[6]

In this regard, Section 1, Rule 65 of the 1997 Rules of Civil Procedure, as amended, provides:

“SECTION 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.

“X X X.”

Collorarily, Section 3, Rule 46, provides:

“SECTION 3. Contents and filing of petition; effect of non-compliance with requirements. —

“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.”

Needless to state, the acceptance of a petition for certiorari as well as the grant of due course thereto is, in general, addressed to the sound

discretion of the court.^[7] Although the court has absolute discretion to reject and dismiss a petition for certiorari, in general, it does so only (1) when the petition fails to demonstrate grave abuse of discretion by any court, agency, or branch of the government;^[8] or (2) when there are procedural errors, like violations of the Rules of Court or Supreme Court Circulars. One of these procedural errors is petitioner's "failure to accompany the petition with copies of all pleadings and documents relevant and pertinent thereto," the same procedural lapse committed by herein petitioner.

In any event, petitioner attached to his motion for reconsideration of the Court of Appeals' Resolution (dismissing the petition for certiorari) the required copies of the pertinent and relevant pleadings and documents. But despite such submission, still the Court of Appeals denied his motion.

We hold that petitioner substantially complied with the requirements set forth in Section 1, Rule 65 of the 1997 Rules of Civil Procedure. Verily, in dismissing the petition outright, the Court of Appeals strongly placed a premium on technicalities at the expense of a just resolution of the case.

In *Cusi-Hernandez vs. Diaz*,^[9] this Court, speaking through Mr. Justice Artemio V. Panganiban, held that "cases should be determined on the merits, after full opportunity to all parties for ventilation of their causes and defenses, rather than on technicality or some procedural imperfections. In that way, the ends of justice would be served better."

Indeed, "procedural rules are created not to hinder or delay but to facilitate and promote the administration of justice. It is far better to dispose of the case on the merits which is a primordial end rather than on a technicality, if it be the case, that may result in injustice."^[10]

In *Paras vs. Baldado*^[11] and *Alberto vs. Court of Appeals*,^[12] this Court held that "(w)hat should guide judicial action is the principle that a party-litigant is to be given the fullest opportunity to establish the merits of his complaint or defense rather than for him to lose life, liberty, honor or property on technicalities. (T)he rules of procedure should be viewed as mere tools designed to facilitate the attainment

of justice. Their strict and rigid application, which would result in technicalities that tend to frustrate rather than promote substantial justice, must always be eschewed.”

Thus, we see no need to resolve the issues raised by petitioner. They should be addressed to the Court of Appeals.

WHEREFORE, the petition **GRANTED** and the assailed Resolutions dated January 31, 2001 and December 18, 2001 of the Court of Appeals are hereby **REVERSED**. Let the case be **REMANDED** to that court for further proceedings with dispatch.

SO ORDERED.

Puno, Panganiban, Corona and Carpio Morales, JJ., concur.

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- [1] Rollo at 182; 371.
 - [2] Id. at 186; 374.
 - [3] Id. at 93-110.
 - [4] Id. at 139-148; 320-329.
 - [5] Id. at 183-195; 372-374.
 - [6] Manila Midtown Hotels and Land Corp. vs. NLRC, G.R. No. 118397, March 27, 1998, 288 SCRA 259, 265.
 - [7] VIDE, Panganiban, J. Artemio V., Battles in the Supreme Court, citing Section 8, Rule 65 of the 1997 Rules of Civil Procedure.
 - [8] Id.
 - [9] G.R. No. 140436, July 18, 2000, 336 SCRA 113, 120, citing Republic vs. Court of Appeals, G.R. No. 130118, July 9, 1998, 292 SCRA 243.
 - [10] AFP Mutual Benefit Association vs. Court of Appeals, G.R. No. 126745, July 26, 1999, 311 SCRA 143, 157, citing Udan vs. Amon, G.R. No. L-24288, May 28, 1968, 23 SCRA 837 and Medrano & Associates, Inc. vs. Roxas & Co., G.R. No. 83346, March 22, 1990, 183 SCRA 580.
 - [11] G.R. No. 140713, March 8, 2001, 354 SCRA 141, 145.
 - [12] G.R. No. 119088, June 30, 2000, 334 SCRA 756.