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SUPREME COURT
SECOND DIVISION

NATIONAL POWER CORPORATION,
***Petitioner*,**

-versus- **G.R. Nos. 90933-61**
May 29, 1997

NATIONAL LABOR RELATIONS COMMISSION, LABOR ARBITER OSWALDO B. LORENZO, Regional Arbitration Branch No. III, San Fernando, Pampanga, POWER CONTRACTORS, INC., WESTINGHOUSE INTERNATIONAL PROJECTS COMPANY, AVELINO M. GREGORIO, FERNANDO L. SANTIAGO, PABLO TOLENTINO, FLORENTINO SESE, EDGARDO O. SISON, RICARDO M. DALISAY, JEREMIAS CALIMBAS, DOMINGO BALLAGSO, DIONISIO S. MOLDEZ, ALEJANDRO L. MARTINEZ, EUSEBIO M. PASAMONTE, JR., JEREMIAS CALIMBAS, PEDRO RAMIRES (AND 17 OTHERS NAMED IN THEIR COMPLAINT DATED JUNE 11, 1984), NORBERTO HENARES/NORBERTO W. LLENARES, ROGELIO E. AGCAOILI (AND 86 OTHERS), DIOSDADO S. DIZON, ELMOR M. DIZON, EVANGELINO L. TRIA (AND 90 OTHERS), ERMELO N.

NABAYA, ANTONIO C. LIM, BUENAVENTURA ALZADON, CELERINO C. CONDE, WILFREDO C. CRUZ III, ROBERTO L. FERRER, BENJAMIN M. GUINTO, RAMON R. CALMA, JESUS M. MULDONG, ALFONSO M. AGUSTIN (AND 18 OTHERS NAMED IN THEIR COMPLAINT DATED AUGUST 6, 1985), NICOLAS T. MANUIT, MARIO D. DAYRIT, JOSE Y. PINEDA, ERNESTO D. DAGSON, RICARDO H. GALI, EMMANUEL CADIANG (AND 13 OTHERS NAMED IN THEIR COMPLAINT DATED AUGUST 19, 1985), CARLITO V. BAGSIC, MARIO R. BERNARDO (AND 16 OTHERS NAMED IN THEIR COMPLAINT DATED AUGUST 28, 1985), MELCHOR S. ANUNCIACION, ARSENIO T. MULDONG (AND 35 OTHERS NAMED IN THEIR COMPLAINT DATED SEPTEMBER 9, 1985), ILUMINADO C. IBE, ERNESTO L. ASUNCION (AND 31 OTHERS NAMED IN THEIR COMPLAINT DATED SEPTEMBER 10, 1985), BENIGNO M. VICTORIA, ELMER M. ANUNCIACION (AND 13 OTHERS NAMED IN THEIR COMPLAINT DATED OCTOBER 16, 1985), NESTOR O. MANIPON, ALFREDO SICAT, (AND 12 OTHER NAMED IN THEIR COMPLAINT DATED DECEMBER 9, 1985), AND RAMON ACERES,
Respondents.

x---x

D E C I S I O N

ROMERO, *J.*:

In the instant Petition for Certiorari, the National Power Corporation seeks the nullification of the Labor Arbiter's Decision,[1] Order,[2] and Alias Writ of Execution[3] and the National Labor Relations Commission's Resolution[4] in NLRC Case No. RAB III-6-723-82 ("Avelino Gregorio vs. PCI et al.") and twenty-six other cases involving the payment of separation pay and other monetary claims.

The antecedent facts of the case are as follows:

> The National Power Corporation (NAPOCOR), as owner of the Philippine Nuclear Power Plant Unit No. I (PNPP-I), entered into an agreement with private respondents Westinghouse International Projects Company (Westinghouse) as principal contractor and Power Contractors Inc. (PCI) as sub-contractor for the construction of the power plant in Morong, Bataan.
>
> Pursuant to respondent PCI's sub-contract with co-respondent Westinghouse, over six thousand workers were hired on various dates to undertake the civil works for the Bataan Nuclear Power Plant (BNPP), as the PNPP-I has become more commonly known. After the completion of certain phases of work at the power plant, the services of private respondent workers were terminated. The dismissed employees did not receive any separation pay.
>
> As a consequence, between 1982 and 1985, twenty-seven cases for illegal dismissal and non-payment of benefits were filed before the Labor Arbiter against respondent PCI. These cases, which involved more than six thousand workers who are private respondents herein, were eventually consolidated.
>
> On May 28, 1985, during the pendency of the cases before the Labor Arbiter, herein petitioner National Power Corporation, respondents Westinghouse International Projects Company and Power Contractors, Inc. executed a Memorandum of Understanding (MOU) which provided for the rights and

obligations of the parties relative to the labor case.[5] Part of the MOU reads:

> "WHEREAS, there are presently pending various claims for separation/termination pay filed by SUBCONTRACTOR's [respondent Power Contractors, Inc.] Cost of the Work (COW) employees who have been separated/terminated by reason of the completion of their particular phases of the work;
>
> WHEREAS, SUBCONTRACTOR's COW personnel have three (3) years from date of separation/termination within which to file their individual or collective claims for separation/termination pay;
>
> NOW, THEREFORE, OWNER, CONTRACTOR, and SUBCONTRACTOR, in consideration of the premises and their respective covenants and undertakings do hereby agree to the following:
>
> 1. The SUBCONTRACTOR [respondent Power Contractors, Inc.] shall defend in its own name any and all such claims for separation/termination pay as have been and/or may in the future be filed, without prejudice to its right to bring in both OWNER [petitioner National Power Corporation] and CONTRACTOR [Westinghouse International Projects Company] as parties defendants/respondents;
>
> 2. The pendency, contingency and/or possibility of any of all such claims for separation/termination pay shall not be an impediment or obstacle to the completion of the aforementioned Subcontract in contemplation of Art. 34 — Completion, particularly paragraph A.2 thereof;
>
> 3. The OWNER through CONTRACTOR shall indemnify/reimburse and save the SUBCONTRACTOR from and against any and all

liability arising from the aforesaid claims for separation/termination pay of the SUBCONTRACTOR's COW employees;

4. The indemnity/reimbursement contemplated in the next preceding paragraph shall include reasonable legal expenses and compensation for the services of counsel; and

5. Without prejudice to its afore-mentioned obligation to indemnify/reimburse and save the SUBCONTRACTOR from and against any and all liability arising from the aforementioned claims for separation/termination pay of the SUBCONTRACTOR's COW employees, the OWNER may at any time appear and/or intervene in any proceeding involving such claims for the purpose of substituting the SUBCONTRACTOR therein as party defendant/respondent." (Emphasis and words in brackets supplied.)

On June 23, 1986, Labor Arbiter Luciano P. Aquino ordered petitioner and respondent Westinghouse impleaded as additional parties-respondents.[6] Copies of said Order were served on counsel for respondent workers and counsel for respondent PCI but not on respondent Westinghouse.

A copy of the Order dated August 26, 1986 requiring the parties to submit their memoranda was served on the Angara, Abello, Concepcion, Regala & Cruz (ACCRA) Law Firm, purportedly the counsel for respondent Westinghouse. The law firm, however, promptly filed a Manifestation stating that it did not enter its appearance as counsel for Westinghouse in the consolidated cases.[7]

On September 11, 1986, the Office of the Solicitor General (OSG) entered its appearance in the cases as counsel for petitioner.[8] During the proceedings, however, Atty. Restituto O. Mallo represented petitioner under the designation "Counsel

for the Respondents, Special Attorney-OSG" with address at National Power Corporation, Corner Quezon Avenue and Agham Road, East Triangle, Diliman, Quezon City.[9]

The decision in the consolidated cases was rendered by Labor Arbiter Oswald B. Lorenzo on December 29, 1988.[10] The Arbiter held that the workers hired by respondent PCI were regular employees and not project employees. The employment contracts signed by the workers, as well as several other documents, including respondent PCI's 1977 Personnel Policies and Procedures Manual reflected the intention to grant separation pay upon termination and constituted a waiver of Policy Instructions No. 20. Petitioner and respondents Westinghouse and PCI were held jointly and severally liable for the adjudged separation pay and money claims. The dispositive portion of the decision reads:

> "WHEREFORE, in view of all the foregoing premises, judgment is hereby rendered, as follows:
>
> 1. Ordering respondents Power Contractors, Inc., National Power Corporation and Westinghouse International Projects Company to pay all the named complainants herein and all those similarly situated their separation/termination pay equivalent to one (1) month for every year of service, a fraction of six (6) months equivalent to one (1) year of service;
>
> 2. Ordering respondents Power Contractors, Inc., National Power Corporation and Westinghouse International Projects Company to pay jointly and severally the complainants their unpaid 13th month pay, wages, emergency cost of living allowances, unused incentive leave and such other benefits due the complainants and as substantiated by pleadings and records submitted by the parties in these cases;

3. Ordering respondents to pay complainants additional attorney's fees equivalent to ten (10) percent of the total awards due the complainants in this case; and

4. Ordering the dismissal of the Petition of Atty. Camilo L. Sabio for payment of attorney's fees and other damages for lack of jurisdiction to pass on the same.

The Corporate Auditing Examiner of this branch is hereby directed to compute the awards due the complainants herein ten (10) days after the finality of this Decision and to submit a Report relative thereto for further disposition of this Office."[11]

A copy of the decision was served on petitioner through the deputized special attorney who received the same on January 18, 1989. The OSG was not served with a copy of the Labor Arbiter's decision. The ACCRA Law Office, having likewise received a copy of the decision, again filed a Manifestation that it never entered its appearance as counsel for Westinghouse.[12]

On January 30, 1989, Attys. Restituto Mallo and Celestino C. Alcantara, "Counsel for the Respondents and Special Attorneys-OSG," filed a Motion for Extension of Time to File Appeal dated January 20, 1989.[13]

Respondent workers moved for the issuance of a writ of execution on January 23, 1989. The special attorney represented petitioner during the February 10, 1989 hearing on the motion[14] and filed its Opposition thereto on February 21, 1989. Petitioner's Appeal Memorandum was filed by the special attorneys only on February 22, 1989.

On July 7, 1989, the Labor Arbiter issued an Order denying due course to petitioner's appeal for being filed out of time and directing the issuance of a writ of execution.[15]

On July 17, 1989, the OSG filed a Notice of Appeal and Appeal Memorandum, questioning the July 7, 1989 Order on the

ground that it was not served a copy of the December 29, 1988 Decision. The OSG likewise alleged that the Appeal Memorandum filed on February 22, 1989 was filed on time.

In its Resolution dated October 6, 1989, public respondent NLRC dismissed petitioner's appeal for having been filed beyond the reglementary period to appeal.[16] A copy of the resolution was served on the OSG on October 13, 1989. Respondent Westinghouse was not served with a copy of the resolution.

An Alias Writ of Execution dated October 19, 1989 was issued by the Labor Arbiter directing the NLRC Sheriff to collect the amount of P73,463,695.00 from petitioner National Power Corporation, Westinghouse and PCI, jointly and severally.[17] A copy of the Alias Writ was served on petitioner but not on the OSG.

On petitioner's motion, public respondent NLRC issued a resolution staying the enforcement of the Alias Writ of Execution.[18] This notwithstanding, a Notice of Sale on Execution of Personal Property was served on petitioner's Vice President for Metro Manila at the Port Area on November 15, 1989. Petitioner's account with the Philippine National Bank was also garnished in the amount of P73,463,695.00.

Forthwith, petitioner elevated the matter to us in this petition for certiorari.

Petitioner corporation advances several arguments concerning the timeliness and resolution of its appeal as well as the extent of its liability. Petitioner contends that since its lawyer, the OSG, was never served a copy of the Labor Arbiter's decision, its right to due process was violated. Next, it claims that its appeal was seasonably filed and should have been given due course by public respondent Commission. Petitioner also alleges that the Labor Arbiter erroneously nullified Policy No. 20 of the Department of Labor and Employment. Lastly, it argues that the transfer of ownership of the nuclear power plant to the National Government on October 1, 1986 by virtue of Executive

Order No. 55[19] effectively absolved it of its liability under the decision of the Labor Arbiter.

Private respondent Westinghouse, in its Comment and Rejoinder, assails the Labor Arbiter's decision and denies liability thereon principally on the ground that the Labor Arbiter did not acquire jurisdiction over it.

A temporary restraining order was issued by the Court on December 7, 1989 restraining and enjoining the NLRC and the Labor Arbiter from implementing the questioned Alias Writ of Execution and from taking any further action during the pendency of this case.[20]

I

The first issue raised by petitioner revolves around the service of the Labor Arbiter's decision on the special attorney and not on the OSG.

Petitioner alleges that it was denied due process because its counsel, the OSG, was not served a copy of the said decision. It thus claims that the period to appeal did not commence to run because the decision was never served on the OSG. Hence, petitioner's appeal memoranda filed by the special attorney on February 22, 1989 and by the OSG on July 17, 1989 were filed seasonably.

The fact that the Solicitor General deputized a lawyer from NAPOCOR to be a special attorney of the OSG is of no moment, according to petitioner, since said lawyer appeared only as representative of the Solicitor General and not of petitioner. The appearance of said special attorney in proceedings before the Labor Arbiter did not divest the OSG of control over the case and did not make the special attorney petitioner's counsel of record.

It is indisputable that service of the decision should be made on counsel for petitioner, for the Revised Rules of the NLRC mandate that where a party is represented by counsel or authorized representative, service of notices or summons and

copies of orders, resolutions or decisions shall be made on such counsel or authorized representative.[21]

Pursuant to Section 35, Chapter 12, Title III, Book IV of the Administrative Code of 1987, the Office of the Solicitor General represents the government of the Philippines, its agencies and instrumentalities. Headed by the Solicitor General, the "principal law officer and legal defender of the Government," the OSG possesses the unequivocal mandate to appear for the Government in legal proceedings.[22] When authorized by the President or head of the office concerned, it shall also represent government-owned or controlled corporations.[23] Under number 8 of the same section, the OSG is empowered to "deputize legal officers of government departments, bureaus, agencies and offices to assist the Solicitor General and appear or represent the Government in cases involving their respective offices, brought before the courts and exercise supervision and control over such legal officers with respect to such cases."

The fact that the OSG is petitioner's counsel is unchallenged, the former having entered its appearance on September 15, 1986.[24] The lawyer deputized and designated as "special attorney-OSG" is a mere representative of the OSG and the latter retains supervision and control over the deputized lawyer. The OSG continues to be the principal counsel for the National Power Corporation, and as such, the Solicitor General is the party entitled to be furnished copies of orders, notices and decisions. The deputized special attorney has no legal authority to decide whether or not an appeal should be made.[25]

As a consequence, copies of orders and decisions served on the deputized counsel, acting as agent or representative of the Solicitor General, are not binding until they are actually received by the latter.[26] We have likewise consistently held that the proper basis for computing the reglementary period to file an appeal and for determining whether a decision had attained finality is service on the OSG.[27] In the present controversy, only the special attorney was served with a copy of the decision of the Labor Arbiter. Since service of said decision was never made on the OSG, the period to appeal the decision to the

NLRC did not commence to run. Hence, the appeal memorandum filed by the OSG on July 17, 1989 was not filed belatedly.

Although jurisprudence regarding mandatory service of orders and decision on the OSG and not merely to its deputized special attorneys, pertain to court cases involving land registration and naturalization, the same rule should be observed in cases before the Labor Arbiter and the NLRC. The underlying justification for compelling service of pleadings, orders, notices and decisions on the OSG as principal counsel is one and the same. As the lawyer for the government or the government corporation involved, the OSG is entitled to the service of said pleadings and decisions, whether the case is before the courts or before a quasi-judicial agency such as respondent commission. Needless to say, a uniform rule for all cases handled by the OSG simplifies procedure, prevents confusion and thus facilitates the orderly administration of justice.

From the foregoing, we conclude that service of the Labor Arbiter's decision on the deputized special attorney is insufficient and not valid and binding on the Solicitor General, who was himself entitled to such service. The period to appeal an adverse decision should be reckoned from the date the OSG, and not the deputized lawyer, received a copy of the decision. Since service was not made on the OSG, the period to file an appeal was suspended and did not commence to run. The appeal memorandum, having been filed on July 17, 1989, it was filed on time and should have been entertained by the NLRC. Consequently, respondent Commission committed grave abuse of discretion when it promulgated its decision on October 6, 1989 dismissing petitioner's appeal for having been filed late.

II

The second issue pertains to the late filing of petitioner's appeal memorandum and consequent dismissal of its appeal. Said appeal memorandum, filed on February 22, 1989 was not given due course and dismissed by the Labor Arbiter in his Order dated July 7, 1989. Despite the notice of appeal and appeal

memorandum filed by the OSG on petitioner's behalf on July 17, 1989, respondent NLRC dismissed petitioner's appeal on October 6, 1989 for having been filed out of time.

No further discussion is necessary in connection with this issue for we have earlier stated that the period to appeal cannot be reckoned from the date the deputized special attorney received a copy of the decision. We also ruled that the appeal of the OSG filed on July 17, 1989, having been filed on time, should be entertained by the NLRC. Considering the recognized expertise of the NLRC, the Court deems it expedient and hereby resolves to remand the instant case to respondent Commission for resolution on the merits. The protracted delay in the disposition of the case is extremely regrettable, in view whereof respondent NLRC is exhorted to decide petitioner's appeal with dispatch.

III

The next issue proffered by petitioner refers to the power of the Labor Arbiter to rule upon the appeal made by the special attorney. Petitioner maintains that the Labor Arbiter should have forwarded the entire records of the case to the NLRC instead of ruling upon petitioner's motion for extension of time to perfect an appeal and appeal memorandum in its July 7, 1989 Order.

Under the old Rules of the NLRC, the Labor Arbiter had the implied power to rule upon an appeal. He could impose penalties, fines and censure upon a party for filing a frivolous appeal.[28] The Court has ruled that the Labor Arbiter, by virtue of aforesaid power, may also terminate an appeal when the appeal is still with him and has not yet been transmitted to the Commission.[29]

The rule has since been changed. At the time when petitioner's appeal was filed, only the NLRC was authorized to impose penalties for filing frivolous or dilatory appeals, thereby implying that the Labor Arbiter has been divested of the power and authority to rule on the propriety of the appeal filed by a

party.[30] Petitioner is correct in saying that the NLRC and not the Labor Arbiter had the power to rule upon its appeal.

Notwithstanding the Labor Arbiter's July 7, 1989 Order denying petitioner's appeal, the NLRC also passed upon and similarly dismissed said appeal in its Resolution of October 6, 1989. As stated earlier, said dismissal is hereby reversed, and it is necessary that the legal rights of the parties be resolved before the NLRC.

IV

Petitioner also questions the Labor Arbiter's power to nullify Policy Instruction No. 20 of the Secretary of Labor. The Labor Arbiter declared in his decision that Policy Instruction No. 20 of the Secretary of Labor was "feared to be an undue exercise of legislative power."

Policy Instruction No. 20, entitled "Stabilizing Employer-Employee Relations in the Construction Industry," was issued in 1977 by then Secretary of Labor Blas Ople. It exempts project employees in the construction industry from receiving separation or termination pay after the completion of the project.[31] It provides in part:

> "Generally, there are two types of employees in the construction industry, namely:
>
> 1) Project employees; and
> 2) Non-Project employees.

Project employees are those employed in connection with a particular construction project. Non-project employees are those employed by a construction company without reference to any particular project.

Project employees are not entitled to termination pay if they are terminated as a result of the completion of the project or any phase thereof in which they are employed, regardless of the number of projects in which they have been employed by a

particular construction company. Moreover, the company is not required to obtain a clearance from the Secretary of Labor in connection with such termination. What is required of the company is a report to the nearest Public Employment Office for statistical purposes." (Emphasis supplied.)

This ground delves into the merits of the labor case below and involves a determination of factual issues, hence it is a proper subject of the remanded case on appeal before the NLRC.

V

Petitioner corporation also seeks to avoid liability by arguing that when the case below was decided, NAPOCOR no longer owned the PNPP-I. Under Section 2 of Executive Order No. 55,[32] the National Government assumed, among others, all the peso obligations incurred by the National Power Corporation in the construction of the facility on which private respondents worked. Hence, petitioner's properties cannot be the subject of execution or levy to satisfy the judgment rendered in the case below.

The National Power Corporation adds that respondent Power Contractors, Inc. (PCI) is primarily liable for the separation pay and money claims awarded to private respondent workers since respondent PCI was the latter's employer. Petitioner claims that under the Memorandum of Understanding between itself and respondents PCI and Westinghouse dated May 28, 1985,[33] petitioner through respondent Westinghouse shall refund respondent PCI for what the latter paid to the workers.

Executive Order No. 55, which transferred ownership of the Philippine Nuclear Power Plant I from petitioner to the National Government, was enacted by former President Corazon C. Aquino on November 4, 1986.[34] It provides:

> "Section 1. The Philippine Nuclear Power Plant I (PNPP-I), its equipment, materials and facilities, records and uranium fuel are hereby transferred and placed under the

> ownership and disposition of the National Government or its duly designated agency.
>
> Sec. 2. The National Government, as guarantor of the foreign loans contracted by the National Power Corporation to finance the construction of the Philippine Nuclear Power Plant I (PNPP-I), hereby assumes all the remaining foreign obligations, including but not limited to interest charges, with the foreign lenders, thereby transferring the corresponding obligations from the National Power Corporation. Likewise, the National Government assumes all the peso obligations incurred by the National Power Corporation to finance the construction of the Philippine Nuclear Plant I (PNPP-I). For this purpose, there shall be appropriated out of the General Fund in the National Treasury not otherwise appropriated such sum or sums as may be necessary for the National Government to acquire the nuclear plant and its related assets and to assume corresponding liabilities therefor as well as the servicing thereof."

The conveyance to the government was accomplished during the pendency of the consolidated labor cases before the Labor Arbiter below. This fact notwithstanding, petitioner continued to appear before the Labor Arbiter without pleading this significant event. It was only after an adverse decision against it was rendered on December 29, 1988, or two years after Executive Order No. 55 was promulgated that it endeavored to evade liability on the ground of transfer of ownership of the PNPP-I to the National Government.

We have directed the remand of this case to the NLRC for a resolution of the case on the merits. Thus, petitioner's liability which has not yet been decided with finality can be modified or affirmed as respondent Commission deems proper, according to the law and facts of the case. Consequently, the Court refrains from ruling upon this issue until a final determination thereon is made by respondent NLRC.

VI

Private respondent Westinghouse similarly raised the issue of its liability under the Labor Arbiter's decision. It maintains that the Labor Arbiter did not acquire jurisdiction over it since it was not served with summons; nor did it voluntarily appear before the Honorable Arbiter.

Jurisdiction over a party is acquired by his voluntary appearance or submission to the court or by the coercive process issued by the court to him, generally by the service of summons.[35] Section 4, Rule II of the NLRC Rules of Procedure states that summons "shall be served on the parties to the case." The mandatory character of the provision is evident from the use of the word "shall." Even if administrative tribunals exercising quasi-judicial powers are not strictly bound by procedural requirements, they are still bound by law and equity to observe the fundamental requirements of due process.[36]

The Court held in the case of Philippine National Construction Corporation vs. Ferrer-Calleja:[37]

> "Notice to enable the other party to be heard and to present evidence is not a mere technicality or a trivial matter in any administrative or judicial proceedings. The service of summons is a very vital and indispensable ingredient of due process."

There is nothing on record to prove that the Labor Arbiter acquired jurisdiction over private respondent Westinghouse. No summons was served on private respondent Westinghouse. While a few Orders were served on the ACCRA Law Firm, purportedly as counsel for Westinghouse, the firm lost no time in manifesting that it never entered its appearance as counsel for private respondent. This being the case, private respondent Westinghouse's contention that public respondent Labor Arbiter did not acquire jurisdiction over it is meritorious.

Accordingly, the decision of the Labor Arbiter is, with respect to Westinghouse, null and void, having been rendered in violation of the

latter's right to due process.[38] The Latin maxim, res inter alios acta nocere non debet, or things done between strangers ought not to injure those who are not parties to them,[39] is applicable to Westinghouse's predicament for its interests should not be affected by a proceeding to which it was a stranger.[40] We hold that the December 29, 1988 decision of the Labor Arbiter cannot be enforced against private respondent Westinghouse as the former did not acquire jurisdiction over it. This is without prejudice to any further agreement on this issue between petitioner and respondent Westinghouse.

WHEREFORE, the petition is hereby **PARTIALLY GRANTED**, after a finding that grave abuse of discretion was committed by the National Labor Relations Commission in promulgating the questioned Resolution. The instant case is **REMANDED** to the National Labor Relations Commission for prompt adjudication on the merits. The temporary restraining order against the National Power Corporation is **LIFTED**. Respondent Westinghouse International Company is hereby **ABSOLVED** from liability in NLRC Case-No. RAB-III-6-723-82 etc. entitled "Avelino M. Gregorio et. al. vs. Power Contractors Inc. et. al." and the twenty-six other cases consolidated with it.

SO ORDERED.

Regalado, Puno, Mendoza and Torres, Jr., *JJ.*, concur.

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[1] Dated December 29, 1988.
[2] Dated July 7, 1989.
[3] Dated October 20, 1989.
[4] Dated October 6, 1989.
[5] Signed by J.D. Polintan, Senior Vice President (Engineering) for National Power Corporation; P.H. Woolhiser, Agent for Westinghouse International Projects Company and L.C. Torres, Vice President for Power Contractors, Inc. Rollo, pp. 223-226.
[6] Rollo, p. 6, 30.
[7] Rollo, p. 232.
[8] Petition, p. 11; Rollo, p. 12.
[9] Rollo, pp. 14, 70, 237.
[10] Rollo, p. 24-69.

[11] Rollo, pp. 68-69.
[12] Rollo, p. 239.
[13] Requesting an extension of thirty days from February 28, 1989. The date should have been January 28, 1989, the expiration of the ten-day reglementary period to appeal. Annex "B" of the Petition, Rollo, p. 70.
[14] Rollo, p. 75.
[15] Rollo, p. 72. A writ of execution was issued on July 10, 1989; Rollo, p. 240.
[16] Penned by Presiding Commissioner Ceferino E. Dulay and concurred in by Commissioners Mirasol Viniegra-Corleto and Roberto P. Tolentino; Rollo, p. 85.
[17] Rollo, pp. 88-91.
[18] Dated November 14, 1989.
[19] Executive Order No. 55 was issued on November 4, 1986 but was expressly made to take effect on October 1, 1986, Section 6, E.O. No. 55.
[20] Rollo, p. 92.
[21] Section 4(a) of the Revised Rules of the NLRC.
[22] Gonzales vs. Chavez, G.R. No. 97351, February 4, 1992, 205 SCRA 816, 834.
[23] Section 35, Chapter 12, Title III, Book IV, Administrative Code of 1987.
Section 15-A of Republic Act No. 6395, the Revised Charter of the National Power Corporation provides: "The Corporation shall be under the direct supervision of the Office of the President and all legal matters shall be handled by the General Counsel of the Corporation, provided that the Solicitor General's office shall have supervision in the handling of court cases only of the Corporation."
[24] Petition, p. 6; Rollo, p. 7.
[25] Republic vs. Register of Deeds of Quezon, G.R. No. 73974, May 31, 1995, 244 SCRA 537, 544; Republic vs. CA, G.R. No. 48327, August 21, 1991, 201 SCRA 1, 6; Republic vs. CA, G.R. No. L-40402, March 16, 1987, 148 SCRA 480; Republic vs. CA, G.R. No. L-56077, February 28, 1985, 135 SCRA 161; Republic vs. Associacion Benevola de Cebu, G.R. No. 77243, October 26, 1989, 178 SCRA 692.
[26] Director of Lands vs. Medina, G.R. No. 41968, February 15, 1995, 241 SCRA 340, 348.
[27] Ibid. at 349.
[28] Rule IX, Section 5 of the old NLRC Rules read: "To discourage frivolous or dilatory appeals, the Commission or Labor Arbiter may impose reasonable penalty, including fines or censures upon erring parties." (Emphasis supplied)
[29] Bongay vs. Martinez, G.R. No. 77188, March 14, 1988, 158 SCRA 552.
[30] Rule VIII, Section 10 of the Revised Rules of the NLRC provides: "To discourage frivolous or dilatory appeals, the Commission may impose a reasonable penalty, including fine or censure upon the erring parties." (Emphasis supplied)
[31] This was later superseded by Department Order No. 19 (Series of 1993): Guidelines Governing the Employment of Workers in the Construction Industry, issued by then Secretary Ma. Nieves R. Confesor on April 1, 1993.

[32] "Transferring to the National Government the Philippine Nuclear Power Plant I (PNPP-I), Its Equipment, Materials, Facilities, Records and Uranium Fuel, Providing for the Assumption of the Remaining Foreign Loan Obligations of the National Power Corporation (NAPOCOR) with Foreign Lenders under the Loan Contracted by the National Power Corporation and Guaranteed by the Republic of the Philippines and of the Peso Obligations Incurred to Finance the Construction of the Said Nuclear Plant by the National Government, and For Other Purposes."
[33] Cf. pp. 223-226.
[34] 103 VLD 49-51.
[35] Vda. de Macoy vs. CA, G.R. No. 95871, February 13, 1992, 206 SCRA 244; Munar vs. CA, G.R. No. 100740, November 25, 1994, 238 SCRA 372; Ablan vs. Enage, G.R. No. L-30666, February 25, 1988, 120 SCRA 778; Habana vs. Vamenta, G.R. No. L-27091, June 30, 1970.
[36] Bautista vs. Secretary of Labor and Employment, G.R. No. 81374, April 30, 1991, 196 SCRA 470.
[37] G.R. No. L-80485, November 11, 1985, 167 SCRA 294, 301.
[38] Wong vs. IAC, G.R. No. 70082, August 19, 1991, 200 SCRA 792; Consolidated Plywood Industries, Inc. vs. Breva, G.R. No. L-82811, October 18, 1988, 166 SCRA 589; Hyopsung Maritime Co. Ltd. vs. CA, G.R. No. L-77369, August 31, 1988, 165 SCRA 258; People vs. Bocar, G.R. No. L-27935, August 16, 1985, 138 SCRA 166.
[39] BLACK'S LAW DICTIONARY 1178 (5th Ed., 1979).
[40] Filamer Christian vs. CA, G.R. No. 75112, October 16, 1990, 190 SCRA 485.

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