SUPREME COURT
SECOND DIVISION

ANTONIO S. QUINTANO,
***Petitioner*,**

-versus-

G.R. No. 144517
December 13, 2004

NATIONAL LABOR RELATIONS COMMISSION, MOLDEX GROUP OF COMPANIES, MOLDEX LAND, INC., MOLDEX REALTY MARKETING, INC., JACINTO T. UY and ROY VINUYA,
***Respondents*.**
x----------x

D E C I S I O N

CALLEJO, SR., *J.*:

Before the Court is the Petition for Review on Certiorari filed by Antonio S. Quintano, seeking the reversal of the Resolution[1] dated February 29, 2000, of the Court of Appeals (CA) in CA-G.R. SP No. 56988 dismissing his petition for certiorari filed therewith for "being deficient in form." Likewise sought to be reversed is the appellate

court's Resolution dated August 15, 2000, denying the petitioner's motion for reconsideration.

The case stemmed from the complaint for illegal dismissal filed by the petitioner against respondents Moldex Group of Companies (MGC), Moldex Realty Marketing, Inc. (MRMI), Jacinto T. Uy, and Roy Z. Vinuya, Chairman and President, respectively, of respondent MGC, which is the holding company of respondents MRMI and Moldex Land, Inc. (MLI).

In his position paper filed with the Labor Arbiter, the petitioner alleged that he joined respondent MLI as Senior Executive Vice-President sometime in June 1995. Prior thereto, he was the Executive Vice-President of Globo Realty, Inc., a competitor of MLI. Thereafter, he was promoted President of respondent MRMI and held the position until December 31, 1997.

According to the petitioner, he joined respondent MLI upon respondent Uy's inducement of a superior compensation package that included a signing bonus in the amount of P5,150,000.00. The petitioner alleged that he was to use the said amount to purchase condominium unit #2505 at the Wack-Wack Twin Towers, Tower A, in Mandaluyong City, a car for his family's use, and to liquidate his outstanding cash advances from his former employer amounting to P600,000.00. The package also included a monthly salary of P192,500.00 and yearly bonus equivalent to a minimum of thirty percent (30%) of his paid-up sales. The employment contract was for a period of five years.

However, on November 11, 1997, without any warning or explanation, respondents Uy and Vinuya enjoined him to resign from his position. He refused to do so. Nonetheless, during a company party held on November 13, 1997, to the petitioner's consternation, respondent Uy made a unilateral announcement of the petitioner's resignation from the company effective December 31, 1997.

In a Letter addressed to respondent Uy dated January 2, 1998, the petitioner expressed his objection to the former's actuation and demanded that the respondents honor the five-year duration of his

employment contract. When the respondents failed to act on his letter, the petitioner filed the complaint for illegal dismissal.

For their part, the respondents averred that when the petitioner joined respondent MRMI, he requested for a cash advance in the amount of P5,150,000.00 to purchase a condominium unit, a car, and to pay for his outstanding cash advances from his former employer. This request was granted by the respondents and on June 19, 1995, the petitioner wrote a letter to respondent Uy, undertaking to execute a deed of assignment covering condominium unit #2505 at the Wack-Wack Twin Towers, Tower A, in favor of respondent MLI as collateral for the said cash advance granted to him. In the same letter, the petitioner made an undertaking that, for as long as the cash advances had not been fully paid, he would not constitute any lien on the said property.

Sometime in October 1997, respondent Uy learned that the petitioner, in contravention of his undertaking, mortgaged the condominium unit to Citytrust Bank. The Board of Directors considered this act of the petitioner as a serious breach of trust and confidence. Consequently, respondents Uy and Vinuya asked the petitioner to resign for loss of trust and confidence, dishonesty and commission of acts grossly prejudicial to the interest of the company. Respondent Uy advised the petitioner to resign so that he could have a graceful exit. The petitioner agreed to do so after the respondents gave in to the following demands: to be allowed as an independent broker to sell the company's properties; a higher rate of commission than that given to the other brokers; and that his resignation be made effective on December 31, 1997. Despite the assurances he gave to the respondents, the petitioner failed to submit his resignation letter.

On November 13, 1997, a despedida party was tendered for the petitioner at the Heritage Hotel in Pasay City. The atmosphere was jovial and he was even seen joking around with the other officers and executives present. Beginning November 14, 1997, the petitioner stopped reporting for work despite the fact that he was to be considered resigned only as of December 31, 1997. Thereafter, on January 3, 1998, respondent MGC received the petitioner's letter demanding his reinstatement.

After the parties had filed their respective pleadings, the petitioner moved that a formal trial be conducted thereon. However, in the Order dated February 3, 1999, Labor Arbiter Edgardo M. Madriaga informed the parties that the case had been submitted for decision. Thereafter, in the Decision dated April 16, 1999, the Labor Arbiter rendered judgment dismissing the complaint for illegal dismissal.

The Labor Arbiter found that, in mortgaging condominium unit #2505 at the Wack-Wack Twin Towers to Citytrust Bank, the petitioner violated his contractual obligation to the respondents. This resulted in the respondents' loss of trust and confidence in the petitioner. The Labor Arbiter, likewise, made the finding that, contrary to his protestation, the petitioner agreed to resign after he was able to get substantial concessions as a condition therefor. Moreover, after the petitioner's resignation was announced on November 13, 1997, he just kept silent and filed his complaint only on January 12, 1998. According to the Labor Arbiter, had the announcement been unilateral and malicious as claimed by the petitioner, he would have protested and immediately filed his complaint.

The petitioner appealed the Labor Arbiter's decision to the National Labor Relations Commission (NLRC). However, in the Decision dated September 20, 1999, the NLRC dismissed the appeal. Affirming the findings and conclusions of the Labor Arbiter, the NLRC declared that the respondents did not dismiss the petitioner; rather, he voluntarily terminated his employment with the respondents after he had been asked to do so, in light of his breach of his contractual obligation to the respondents. According to the NLRC, the petitioner's resignation was supported by substantial evidence consisting of the affidavits executed by the respondents' witnesses. The NLRC, likewise, ruled that the Labor Arbiter acted within his discretion when he dispensed with the trial and instead, decided the case on the basis of the parties' respective pleadings and position papers.

When the NLRC denied the motion for reconsideration of its decision, the petitioner elevated the case to the CA by way of a petition for certiorari. The petitioner appended to his petition xerox copies of the

assailed Resolutions, certified by the Deputy Executive Director of the NLRC.

In the assailed Resolution dated February 29, 2000, the appellate court dismissed the petition, stating as follows:

> Petitioner failed to attach to the instant petition for certiorari certified true copies of the assailed NLRC Orders dated September 20, 1999 and November 18, 1999, and copies of the following: his complaint for illegal dismissal, motion for "formal trial," notice of appeal, and the Decision of the Labor Arbiter dated April 16, 1999. (Section 1, Rule 65 in relation to Section 3, Rule 46 of the 1997 Rules of Civil Procedure, as amended).
>
> Moreover, petitioner did not manifest his willingness to post a bond answerable for whatever damages that may be caused to respondents in the event that the ancillary relief prayed for is issued. (Section 4[b], Rule 58)
>
> WHEREFORE, for being deficient in form, the petition is hereby DISMISSED.
>
> SO ORDERED.[2]

The petitioner sought the reconsideration of the above resolution but the CA denied the motion in the assailed Resolution dated August 15, 2000, to wit:

> The motion lacks merit.
>
> It appears that what movant submitted are merely certified xerox copies, not certified true copies of the assailed orders in violation of Section 1, Rule 65 in relation to Section 3, Rule 46 of the 1997 Rules of Civil Procedure, as amended.
>
> Also, movant failed to manifest his willingness to post the necessary injunctive bond.
>
> WHEREFORE, and considering the opposition filed by private respondents, the motion is hereby DENIED.

SO ORDERED.[3]

The petitioner now comes to this Court and, in support of his petition, alleges that:

I

THE HONORABLE COURT OF APPEALS GRAVELY ERRED IN DISMISSING THE PETITION FOR CERTIORARI ON THE GROUND THAT WHAT WAS ATTACHED THEREWITH ARE "CERTIFIED XEROX COPIES" AND NOT "CERTIFIED TRUE COPIES" OF THE ASSAILED NLRC ORDERS.

II

THE HONORABLE COURT OF APPEALS GRAVELY ERRED IN DISMISSING THE PETITION FOR CERTIORARI ON FURTHER GROUND THAT PETITIONER FAILED TO MANIFEST HIS WILLINGNESS TO POST AN INJUNCTIVE BOND.

III

THE HONORABLE COURT OF APPEALS GRAVELY ERRED IN FAILING TO SET ASIDE ANY PERCEIVED PROCEDURAL DEFECT ON THE PETITION FOR CERTIORARI IN ORDER TO CORRECT PATENT INJUSTICE.[4]

The petitioner asserts that the appellate court erred in dismissing its petition for certiorari merely because it appended to the said petition certified xerox copies of the assailed Resolution of the NLRC and not certified true copies thereof. The petitioner contends that there is no distinction between a xerox copy and a "true copy" of the assailed resolution, so long as the same are certified by an executive officer of the NLRC or his deputy. The submission of the certified xerox copies of the assailed resolution, the petitioner posits, is also compliance with the second paragraph of Section 1, Rule 65 of the Rules of Civil Procedure.

The petitioner cited the ruling of this Court in Ramirez vs. Racho[5] to support his contentions.

In their comment on the petition, the respondents assert that under Section 1, Rule 65, the petitioner was mandated to append to his petition certified true copies of the assailed Resolutions, and not certified xerox copies thereof. They aver that the Deputy Executive Director of the NLRC had no authority to certify xerox copies of the said resolution. They insist that mere xerox copies of the assailed resolutions may be certified only after a comparison with the original or duplicate original thereof, and that such fact must be stated in the certification. The respondents further note that the petitioner failed to append the following to his petition: a copy of his complaint before the Labor Arbiter; his motion for formal trial; his notice of appeal; and the decision of the Labor Arbiter. The respondents allege that the petitioner failed to give a valid justification for such failure.

We agree with the petitioner.

Rule 65, in relation to Rule 46 of the 1997 Rules on Civil Procedure governs the filing of petitions for certiorari, prohibition, mandamus, quo warranto and habeas corpus with the Court of Appeals. Section 3, Rule 46, of the Rules of Court reads in part:

> Section 3. Contents and filing of petition; effect of non-compliance with requirements. – The petition shall contain the full names and actual addresses of all the petitioners and respondents, a concise statement of the matters involved, the factual background of the case, and the grounds relied upon for the relief prayed for.
>
> In actions filed under Rule 65, the petition shall further indicate the material dates showing when notice of the judgment or final order or resolution subject thereof was received, when a motion for new trial or reconsideration, if any, was filed and when notice of the denial thereof was received.
>
> It shall be filed in seven (7) clearly legible copies together with the proof of service thereof on the respondent with the original copy intended for the court indicated as such by the petitioner,

> and shall be accompanied by a clearly legible duplicate original or certified true copy of the judgment, order, resolution or ruling subject thereof, such material portions of the record as are referred to therein, and other documents relevant or pertinent thereto. The certification shall be accomplished by the proper clerk of court or by his duly authorized representative, or by the proper officer of the court, tribunal, agency or office involved or his duly-authorized representative. The other requisite number of copies of the petition shall be accompanied by clearly legible plain copies of all documents attached to the original.

The submission of the duplicate original or certified true copy of the judgment, order, resolution or ruling subject of a petition for certiorari is essential to determine whether the court, body or tribunal, which rendered the same, indeed, committed grave abuse of discretion.[6] The provision states that either a legible duplicate original or certified true copy thereof shall be submitted. If what is submitted is a copy, then it is required that the same is certified by the proper officer of the court, tribunal, agency or office involved or his duly-authorized representative. The purpose for this requirement is not difficult to see. It is to assure that such copy is a faithful reproduction of the judgment, order, resolution or ruling subject of the petition.

In this case, the submission by the petitioner of copies of the assailed NLRC resolutions each bearing the stamp "certified xerox copy" instead of "certified true copy" is substantial compliance with the aforesaid requirement. Significantly, these copies were certified by Atty. Catalino R. Laderas, Deputy Executive Director of the NLRC Third Division, clearly a proper officer to make the said certification. Further, there is no dispute that these copies are faithful reproductions of the assailed NLRC resolutions.

Indeed, for all intents and purposes, a "certified xerox copy" is no different from a "certified true copy" of the original document. The operative word in the term "certified true copy" under Section 3, Rule 46 of the Rules of Court is "certified." The word means "made certain." It comes from the Latin word certificate – meaning, to make certain. Thus, as long as the copy of the assailed judgment, order,

resolution or ruling submitted to the court has been certified by the proper officer of the court, tribunal, agency or office involved or his duly-authorized representative and that the same is a faithful reproduction thereof, then the requirement of the law has been complied with. It is presumed that, before making the certification, the authorized representative had compared the xerox copy with the original and found the same a faithful reproduction thereof.

The appellate court also erred in dismissing the petition because of the petitioner's failure to append to his petition a copy of his complaint against the respondents before the Labor Arbiter, his motion for formal hearing, the decision of the Labor Arbiter and his notice of appeal.

First. The material allegations of the complaint filed before the Labor Arbiter were summarized in the assailed resolution of the NLRC; hence, there was no need for the petitioner to append a copy of his complaint.

Second. Neither was there any need for the petitioner to append to his petition a copy of his motion for a formal hearing or the notice of appeal of the Labor Arbiter's decision. It must be stressed that no issue pertaining to the said motion, or even the timeliness of the appeal, was raised in the CA.

Third. There was, likewise, no need for the petitioner to append a copy of the said decision of the Labor Arbiter, considering that the NLRC delved into and even affirmed, in toto, the said decision. The petitioner was, in effect, assailing the resolution of the NLRC affirming the decision of the Labor Arbiter in the CA.

Fourth. The Rules do not specify the precise documents, pleadings or parts of the records that should be appended to the petition other than the judgment, final order, or resolution being assailed. The Rules only state that such documents, pleadings or records should be relevant or pertinent to the assailed resolution, judgment or orders; as such, the initial determination of which pleading, document or parts of the records are relevant to the assailed order, resolution, or judgment, falls upon the petitioner.[7] The CA will ultimately determine if the supporting documents are sufficient to even make

out a prima facie case. If the CA was of the view that the petitioner should have submitted other pleadings, documents or portions of the records to enable it to determine whether the petition was sufficient in substance, it should have accorded the petitioner, in the interest of substantial justice, a chance to submit the same instead of dismissing the petition outright. Clearly, this is the better policy.

Citing Section 4(b),[8] Rule 48 of the Rules of Court, the appellate court, likewise, justified the dismissal of the petition for certiorari for the petitioner's failure to manifest his willingness to post a bond which would answer for whatever damages that may be caused to the respondents in the event that the ancillary relief prayed for is issued.

The Court agrees with the petitioner that his failure to manifest his willingness to post the said bond is not fatal. This omission would, at the most, only result in the denial of his application for a writ of preliminary injunction and/or temporary restraining order, not in the dismissal of his petition for certiorari.

Further, what the said provision actually requires is that for the grant of such injunctive relief, the applicant, unless exempted by the court, must file a bond executed to the party or person enjoined, in an amount to be fixed by the court. In this case, the CA did not act upon the petitioner's application for injunctive relief. It did not require him to post such bond; neither did the CA determine the amount that he must post for the grant thereof. The appellate court's dismissal of the petition for certiorari on the ground that the petitioner failed to manifest his willingness to post the said bond is, thus, unwarranted.

It is well to remember that this Court, in not a few cases, has consistently held that cases should be determined on the merits, after full opportunity to all parties for ventilation of their causes and defense, rather than on technicality or some procedural imperfections.[9] In so doing, the ends of justice would be better served.[10] The dismissal of cases purely on technical grounds is frowned upon and the rules of procedure ought not to be applied in a very rigid, technical sense, for they are adopted to help secure, not override, substantial justice, and thereby defeat their very ends.[11] Indeed, rules of procedure are mere tools designed to expedite the resolution of cases and other matters pending in court. A strict and

rigid application of the rules that would result in technicalities that tend to frustrate rather than promote substantial justice must be avoided.[12]

In this case, the appellate court, in dismissing the petition before it solely on the ground that it was "deficient in form," put premium on technicalities at the expense of a just resolution of the case.

WHEREFORE, the petition is **GRANTED**. The assailed Resolutions of the Court of Appeals are **REVERSED** and **SET ASIDE**. The appellate court is directed to reinstate CA-G.R. SP No. 56988 in its docket.

No costs.

SO ORDERED.

Puno, *J.*, *(Chairman)*, Austria-Martinez, Tinga, and Chico-Nazario, *JJ.*, concur.

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[1] Penned by Associate Justice Angelina Sandoval Gutierrez (now a member of the Supreme Court), with Associate Justices Salvador J. Valdez, Jr. and Remedios A. Salazar-Fernando, concurring.
[2] Rollo, p. 165.
[3] Id. at 174-175.
[4] Id. at 23-24.
[5] 260 SCRA 244 (1996).
[6] See Seaco Electrical Supplies, Inc. vs. Meyer, Fla. App. 322 So.2d 646 (1975).
[7] Atillo vs. Bombay, 351 SCRA 361 (2001).
[8] Section 4 of Rule 58 reads in part:
Sec. 4. Verified application and bond for preliminary injunction or temporary restraining order. – A preliminary injunction or temporary restraining order may be granted only when:
(b) Unless exempted by the court, the applicant files with the court where the action or proceeding is pending, a bond executed to the party or person enjoined, in an amount to be fixed by the court, to the effect that the applicant will pay to such party or person all damages which he may sustain by reason of the injunction or temporary restraining order if the court should finally decide that the applicant was not entitled thereto. Upon approval of the requisite bond, a writ of preliminary injunction shall be issued.

[9] Van Melle Phils., Inc. vs. Endaya, 411 SCRA 528 (2003).
[10] Ibid.
[11] Cusi-Hernandez vs. Diaz, 336 SCRA 113 (2000).
[12] Ibid.