



Republic of the Philippines
Supreme Court
Manila

NOV 24 2016
135

FIRST DIVISION

WOODROW B. CAMASO,
Petitioner,

G.R. No. 223290

- versus -

Present:

TSM SHIPPING (PHILS), INC.,
UTKILEN, and/or JONES
TULOD,
Respondents.

SERENO, C.J., Chairperson,
LEONARDO-DE CASTRO,
BERSAMIN,
PERLAS-BERNABE, and
CAGUIOA, JJ.

Promulgated:

NOV 07 2016

X-----X

DECISION

PERLAS-BERNABE, J.:

Assailed in this petition for review on *certiorari*¹ are the Resolutions dated August 12, 2015² and March 4, 2016³ of the Court of Appeals (CA) in CA-G.R. SP No. 141278-UDK which dismissed petitioner Woodrow B. Camaso's (Camaso) petition for *certiorari* before it for non-payment of the required docket fees.

¹ Rollo, pp. 10-19.

² Id. at 24. Minute Resolution signed by Special Thirteenth Division Clerk of Court Abigail S. Domingo-Laylo.

³ Id. at 25-28. Penned by Associate Justice Normandie B. Pizarro with Associate Justices Agnes Reyes-Carpio and Ma. Luisa C. Quijano-Padilla concurring.

N

The Facts

Camaso alleged that on July 15, 2014, he signed a contract of employment with respondents TSM Shipping (Phils), Inc., Utkilen, and Jones Tulod (respondents) to work as a Second Mate on-board the vessel “M/V Golfstraum,” for a period of six (6) months and with basic monthly salary of US\$1,178.00.⁴ On October 18, 2014, he joined his vessel of assignment.⁵ Prior to said contract, Camaso claimed to have been working for respondents for almost five (5) years and boarded eight (8) of their vessels.⁶

Sometime in November 2013, Camaso complained of a noticeable obstruction in his throat which he described as akin to a “fishbone coupled [with] coughing.”⁷ By February 2014, his situation worsened as he developed lymph nodules on his jawline, prompting him to request for a medical check-up while in Amsterdam. As Camaso was initially diagnosed with tonsillar cancer, he was recommended for medical repatriation to undergo extensive treatment. Upon repatriation to the Philippines on September 8, 2014, he reported at respondents’ office and was referred to a certain Dr. Nolasco of St. Luke’s Medical Center for testing. After a series of tests, it was confirmed that Camaso was indeed suffering from tonsillar cancer.⁸ Consequently, he underwent eight (8) chemotherapy sessions and radiation therapy for 35 cycles which were all paid for by respondents. He likewise received sickwage allowances from the latter.⁹ Thereafter, respondents refused to shoulder Camaso’s medical expenses, thus, forcing the latter to pay for his treatment. Believing that his sickness was work-related and that respondents remained silent on their obligation, Camaso filed the instant complaint for disability benefits, sickwage allowance, reimbursement of medical and hospital expenses, and other consequential damages before the National Labor Relations Commission (NLRC), docketed as NLRC Case No. OFW (M) 07-09270-14. After efforts for an amicable settlement between the parties failed, they were ordered to file their respective position papers.¹⁰

⁴ Id. at 12.

⁵ Id. at 13.

⁶ Id.

⁷ Id.

⁸ See id.

⁹ See id. at 14.

¹⁰ See id.

The LA and NLRC Rulings

In a Decision¹¹ dated November 28, 2014, the Labor Arbiter (LA) ruled in Camaso's favor and, accordingly, ordered respondents to pay him his total and permanent disability benefits in the amount of US\$60,000.00, plus ten percent (10%) of the total money claims as attorney's fees. However, the LA dismissed his other monetary claims for lack of merit.¹²

On appeal, docketed as NLRC LAC No. (OFW-M) 01-000088-15,¹³ the NLRC promulgated a Decision¹⁴ dated March 19, 2015 reversing the LA ruling and, consequently, dismissed Camaso's complaint for lack of merit. Camaso moved for its reconsideration, but was denied in a Resolution¹⁵ dated April 28, 2015. Aggrieved, he filed a petition for *certiorari* before the CA.¹⁶

The CA Ruling

In a Resolution¹⁷ dated August 12, 2015, the CA dismissed Camaso's petition "for non-payment of the required docketing fees as required under Section 3, Rule 46 of the Revised Rules of Court."¹⁸

Dissatisfied, Camaso filed a Motion for Reconsideration¹⁹ dated August 29, 2015, arguing, *inter alia*, that a check representing the payment of the required docket fees was attached to a copy of his petition filed before the CA. He further claimed that upon verification of his counsel's messenger, the Division Clerk of Court admitted that it was simply overlooked.²⁰

In a Resolution²¹ dated March 4, 2016, the CA denied Camaso's motion for lack of merit. Citing the presumption of regularity of official duties, the CA gave credence to the explanation of Myrna D. Almira, Officer-in-Charge of the CA Receiving Section, that there was no cash, postal money order, or check attached to Camaso's petition when it was originally filed before the CA. In any event, the CA held that assuming that a check was indeed attached to the petition, such personal check, *i.e.*, Metrobank check dated July 6, 2015 under the personal account of a certain

¹¹ Not attached to the *rollo*.

¹² See *rollo*, pp. 14-15.

¹³ Id. at 26.

¹⁴ Not attached to the *rollo*.

¹⁵ Not attached to the *rollo*.

¹⁶ See *rollo*, p. 15.

¹⁷ Id. at 24.

¹⁸ Id.

¹⁹ Id. at 29-33.

²⁰ Id. at 29.

²¹ Id. at 25-28.

✓

* Pedro L. Linsangan, is not a mode of payment sanctioned by the 2009 Internal Rules of the Court of Appeals (2009 IRCA), which allows only payment in cash, postal money order, certified, manager's or cashier's checks payable to the CA.²²

Hence, this petition.

The Issue Before the Court

The primordial issue for the Court's resolution is whether or not the CA correctly dismissed Camaso's petition for *certiorari* before it for non-payment of docket fees.

The Court's Ruling

The petition is meritorious.

Section 3, Rule 46 of the Rules of Court provides that in original actions filed before the CA, such as a petition for *certiorari*, the payment of the corresponding docket fees is required, and that the failure to comply with the same shall be sufficient ground for the dismissal of such action, *viz.*:

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.

x x x x

The petitioner shall pay the corresponding docket and other lawful fees to the clerk of court and deposit the amount of ₱500.00 for costs at the time of the filing of the petition.

The failure of the petitioner to comply with any of the foregoing requirements shall be sufficient ground for the dismissal of the petition. (Emphases and underscoring supplied)

²² Id. at 27-28.

✓

In *Bibiana Farms & Mills, Inc. v. NLRC*,²³ the Court nevertheless explained that while non-payment of docket fees may indeed render an original action dismissible, the rule on payment of docket fees may be relaxed whenever the attending circumstances of the case so warrant:

Under the foregoing rule, non-compliance with any of the requirements shall be a sufficient ground for the dismissal of the petition. Corollarily, **the rule is that a court cannot acquire jurisdiction over the subject matter of a case, unless the docket fees are paid. And where the filing of the initiatory pleading is not accompanied by payment of the docket fees, the court may allow payment of the fee within a reasonable time but in no case beyond the applicable prescriptive or reglementary period.**

In several cases, however, the Court entertained certain exceptions due to the peculiar circumstances attendant in these cases, which warrant a relaxation of the rules on payment of docket fees. It was held in *La Salette College v. Pilotin* [463 Phil. 785 (2003)], that **the strict application of the rule may be qualified by the following: first, failure to pay those fees within the reglementary period allows only discretionary, not automatic, dismissal; second, such power should be used by the court in conjunction with its exercise of sound discretion in accordance with the tenets of justice and fair play, as well as with a great deal of circumspection in consideration of all attendant circumstances.**

Thus, in *Villamor v. [CA]* [478 Phil. 728 (2004)], the Court sustained the decision of the CA to reinstate the private respondents' appeal despite having paid the docket fees almost one year after the notice of appeal was filed, finding that there is no showing that the private respondents deliberately refused to pay the requisite fee within the reglementary period and abandon their appeal. The Court also found that it was imperative for the CA to review the ruling of the trial court to avoid a miscarriage of justice. Thus, the Court concluded, **"Under the circumstances obtaining in the case at bar, we see no cogent reason to reverse the resolutions of the respondent court. It is the policy of the court to encourage hearing of appeals on their merits. To resort to technicalities which the petitioner capitalizes on in the instant petition would only tend to frustrate rather than promote substantial justice."**²⁴ (Emphases and underscoring supplied)

Verily, the failure to pay the required docket fees *per se* should not necessarily lead to the dismissal of a case. It has long been settled that while the court acquires jurisdiction over any case only upon the payment of the prescribed docket fees, its non-payment at the time of filing of the initiatory pleading does not automatically cause its dismissal provided that: (a) the fees are paid within a reasonable period; and (b) there was no intention on the part of the claimant to defraud the government.²⁵

²³ 536 Phil. 430 (2006).

²⁴ Id. at 436-437, citations omitted.

²⁵ See *Unicapital, Inc. v. Consing, Jr.*, 717 Phil. 689, 708 (2013), citations omitted.

N

Here, it appears that when Camaso filed his *certiorari* petition through his counsel and via mail, a Metrobank check dated July 6, 2015 under the account name of Pedro L. Linsangan was attached thereto to serve as payment of docket fees.²⁶ Although this was not an authorized mode of payment under Section 6, Rule VIII²⁷ of the 2009 IRCA, the attachment of such personal check shows that Camaso exerted earnest efforts to pay the required docket fees. Clearly, this exhibits good faith and evinces his intention not to defraud the government. In this relation, the assertion of the Officer-in-Charge of the CA Receiving Section that there was no check attached to Camaso's *certiorari* petition is clearly belied by the fact that when it was examined at the Office of the Division Clerk of Court, the check was found to be still stapled thereto.²⁸

In light of the foregoing circumstances, the Court deems it appropriate to relax the technical rules of procedure in the interest of substantial justice and, hence, remands the instant case to the CA for the resolution of its substantial merits.²⁹ Upon remand, the CA is directed to order Camaso to pay the required docket fees within a reasonable period of thirty (30) days from notice of such order.

WHEREFORE, the petition is **GRANTED**. The Resolutions dated August 12, 2015 and March 4, 2016 of the Court of Appeals (CA) in CA-G.R. SP No. 141278-UDK are hereby **SET ASIDE**. Accordingly, the instant case is **REMANDED** to the CA for further proceedings as discussed in this Decision.

SO ORDERED.


ESTELA M. PERLAS-BERNABE
 Associate Justice

•WE CONCUR:


MARIA LOURDES P. A. SERENO
 Chief Justice

²⁶ See *rollo*, p. 27.

²⁷ Section 6, Rule VIII of the 2009 IRCA reads:

Sec. 6. *Payment of Docket and Other Lawful Fees and Deposit for Costs.* – Payment of docket and other lawful fees and deposit for costs may be made in cash, postal money order, certified checks or manager's or cashier's checks payable to the Court [of Appeals]. Personal checks shall be returned to the payor.

²⁸ *Rollo*, pp. 16 and 29.

²⁹ See *Bibiana Farms & Mills, Inc. v. NLRC*, *supra* note 23, at 439-440.

Teresita Leonardo de Castro
TERESITA J. LEONARDO-DE CASTRO
Associate Justice

Lucas P. Bersamin
LUCAS P. BERSAMIN
Associate Justice

Alfredo Benjamin S. Caguioa
ALFREDO BENJAMIN S. CAGUIOA
Associate Justice

CERTIFICATION

Pursuant to Section 13, Article VIII of the Constitution, I certify that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.

Maria Lourdes P. A. Sereno
MARIA LOURDES P. A. SERENO
Chief Justice