

THIRD DIVISION

[G.R. No. 156966, May 07, 2004]

**PILIPINO TELEPHONE CORPORATION, petitioner, vs. DELFINO
TECSON, respondent.**

DECISION

VITUG, J.:

The facts, by and large, are undisputed.

On various dates in 1996, Delfino C. Tecson applied for six (6) cellular phone subscriptions with petitioner Pilipino Telephone Corporation (PILTEL), a company engaged in the telecommunications business, which applications were each approved and covered, respectively, by six mobiline service agreements.

On 05 April 2001, respondent filed with the Regional Trial Court of Iligan City, Lanao Del Norte, a complaint against petitioner for a "Sum of Money and Damages." Petitioner moved for the dismissal of the complaint on the ground of improper venue, citing a common provision in the mobiline service agreements to the effect that -

"Venue of all suits arising from this Agreement or any other suit directly or indirectly arising from the relationship between PILTEL and subscriber shall be in the proper courts of Makati, Metro Manila. Subscriber hereby expressly waives any other venues."^[1]

In an order, dated 15 August 2001, the Regional Trial Court of Iligan City, Lanao del Norte, denied petitioner's motion to dismiss and required it to file an answer within 15 days from receipt thereof.

Petitioner PILTEL filed a motion for the reconsideration, through registered mail, of the order of the trial court. In its subsequent order, dated 08 October 2001, the trial court denied the motion for reconsideration.

Petitioner filed a petition for certiorari under Rule 65 of the Revised Rules of Civil Procedure before the Court of Appeals.

The Court of Appeals, in its decision of 30 April 2002, saw no merit in the petition and affirmed the assailed orders of the trial court. Petitioner moved for a reconsideration, but the appellate court, in its order of 21 January 2003, denied the motion.

There is merit in the instant petition.

Section 4, Rule 4, of the Revised Rules of Civil Procedure^[2] allows the parties to