

THIRD DIVISION

[G.R. No. 146559, August 13, 2004]

**PRUDENTIAL GUARANTEE AND ASSURANCE INC., PETITIONER,
VS. HON. COURT OF APPEALS, SPECIAL FORMER EIGHT
DIVISION, HON. LOLITA BESANA, AND MARIANO ONG,
RESPONDENTS.**

R E S O L U T I O N

CARPIO MORALES, J.:

The petition for review on *certiorari* at bar seeks to set aside and annul the Court of Appeals June 13, 2000 Resolution^[1] in CA-G.R. SP No. 59022 dismissing the petition of Prudential Guarantee and Assurance, Inc. (petitioner), a motion for reconsideration^[2] of which was, by Resolution^[3] of November 14, 2000, denied.

On January 16, 1990, ARMCO Industrial Corporation, (ARMCO) filed a complaint for specific performance and damages with prayer for the issuance of a writ of attachment against Mariano Ong and several other defendants before the Regional Trial Court of Iloilo City, docketed as Civil Case No. 18978. Branch 32 of the court to which the case was raffled issued a writ of attachment upon the filing by ARMCO of a bond in the amount of P1,200,056.00.

In the "Plaintiff's Bond for Levying of Attachment" No. WV-B-90/0006,^[4] ARMCO, represented by its president Edward C. Ong, as principal, and petitioner, represented by its vice-president Ramon E. Kilayko, as surety, jointly and severally bound themselves in the above-stated amount "to pay all the costs which may be adjudged to the defendant . . . and all damages which he may sustain by reason of the attachment . . ."

During the pendency of the case, ARMCO failed to pay the premiums on the bond as they fell due, prompting petitioner to file an Urgent Ex-Parte Motion for Cancellation of Bond and Release of Surety^[5] before the trial court. Acting on said motion, the trial court, by Order^[6] of September 10, 1997, holding that the agreement was that "the surety bond was to answer for the whole period of the case so that there will be no liability on the part of the plaintiff" but that ARMCO did not pay premiums on the bond, directed ARMCO to put up another bond within fifteen (15) days otherwise the writ of attachment would be dissolved.^[7]

By a subsequent Order^[8] of September 16, 1997, the trial court directed ARMCO to pay the premiums on the bond or put up a new bond to protect the rights of the defendants.

ARMCO, however, failed to either pay the premiums on the bond or put up a new bond, prompting the trial court to direct, by Order^[9] of May 21, 1999, the release

and delivery to the defendant Mariano Ong within fifteen (15) days all the attached properties enumerated in the Depository Receipt dated April 24, 1990.

The trial court went on to declare as follows:

The Prudential Guarantee and Assurance Inc. shall be released of its obligations as surety company immediately after compliance by the plaintiff of the herein order and let this case be submitted for decision after such compliance.^[10] (Underscoring supplied)

Without resolving "the incidental issue on the motion for release of Surety" and the cancellation of the surety bond,^[11] the trial court rendered on June 21, 1999 a decision "on the main case."

Petitioner thereupon filed a second Urgent Ex-Parte Motion to Release Surety^[12] which was, by Order^[13] of January 17, 2000, denied, the trial court holding as follows:

In view of the fact that this Surety is the one who undertook the liability of the plaintiff while the case is pending, this Court in the interest of justice DENIE[S] the Motion to Release Surety for non-payment. It is the duty of the Surety to institute proper action against the creditor/plaintiff ARMCO also known as ARMAGRI but the liability undertaken by them remains.^[14]

Petitioner's Motion for Reconsideration^[15] of the trial court's January 17, 2000 Order having been denied for lack of merit by Order^[16] of February 22, 2000, petitioner assailed said orders by *certiorari*^[17] before the Court of Appeals (CA), docketed as CA-G.R. SP No. 59022.

By Resolution^[18] of June 13, 2000, the CA, finding that the petition was filed three (3) days late, dismissed it pursuant to Section 1(A), Rule 50^[19] of the Rules of Court.

Petitioner herein claims that this petition has been filed within the reglementary period since the last day of filing happens to be May 13, 2000 which is a Saturday, and the same was mailed on May 15, 2000, Monday, the next working day.

However, a careful consideration of the said reglementary period would readily reveal that this petition was filed three (3) days late. It is admitted in the petition that the court *a quo*'s order denying petitioner's motion for reconsideration was received by them on March 13, 2000. Hence, petitioner has sixty (60) days from that date to file this petition. Since March has 31 days, then necessarily the last day for the filing is May 12, 2000, a Friday, which is the 60th day from March 13, 2000, and not May 13, 2000 as erroneously claimed by petitioner.^[20] (Underscoring supplied)

Petitioner filed a Motion for Reconsideration^[21] which the CA denied by Resolution^[22] of November 14, 2000 in this wise:

Sec. 4, Rule 65 of the 1997 Rules of Civil Procedure already **specifically** provides the period within which to file a petition for Certiorari. Unlike in the old rule where mere reasonable time was required. By reason of such new provision under the Rules, failure to file the petition within the reglementary period required by law will make the assailed Order final and executory.

Petitioner invokes higher interest of justice in seeking reconsideration of this Court's Resolution. This, We cannot do in as much as the rule is very specific on the matter of filing of petitions under Rule 65. Petitioner must be reminded that justice must not only be served for the latter but also for the respondents.^[23]

Hence, the petition for review at bar, petitioner contending that the above resolutions of the CA are not in accord with law and applicable jurisprudence.

Banking on a liberal interpretation of the Rules of Court, petitioner asserts that mere technicalities should be set aside in the interest of substantial justice in view of its highly meritorious case.

The Rules of Court and prevailing jurisprudence are not on petitioner's side.

Under Section 4 of Rule 65^[24] of the 1997 Revised Rules of Court, *certiorari* should be instituted within a period of sixty (60) days from notice of the judgment, order or resolution sought to be assailed.

The 60-day period is deemed reasonable and sufficient time for a party to mull over and to prepare a petition asserting grave abuse of discretion by a lower court. The period was specifically set to avoid any unreasonable delay that would violate the constitutional rights of parties to a speedy disposition of their case. For these reasons, the 60-day-period ought to be considered inextendible.^[25] (Underscoring supplied)

Rules of procedure prescribing the time within which certain acts must be done, or certain proceedings taken, are absolutely indispensable to the prevention of needless delays and the orderly and speedy discharge of judicial business. Strict compliance therewith is thus mandatory and imperative.^[26]

Rules of procedure may, however, be relaxed "for the most persuasive of reasons."

x x x A party who seeks to avail of the extraordinary remedy of *certiorari* must observe the rules laid down by law, and non-observance of the said rules may not be brushed aside as "mere technicality."

It is true that a litigation is not a game of technicalities and that the rules of procedure should not be strictly enforced at the cost of substantial justice. However, it does not mean that the Rules of Court may be ignored at will and at random to the prejudice of the orderly presentation and assessment of the issues and their just resolution. It must be emphasized that procedural rules should not be belittled or dismissed simply because their non-observance may have resulted in prejudice to a party's substantial rights. Like all rules, they are required to be followed