

THIRD DIVISION

[G.R. No. 146094, November 12, 2003]

**PHILIPPINE TRANSMARINE CARRIERS, INC., PETITIONER,
VS. FELIPE D. CORTINA, RESPONDENT.**

DECISION

SANDOVAL-GUTIERREZ, J.:

For resolution is a petition for review on *certiorari* under Rule 45 of the 1997 Rules of Civil Procedure, as amended, assailing the Decision^[1] dated May 14, 2000 and the Resolution^[2] dated November 14, 2000 rendered by the Court of Appeals in CA-G.R. SP No. 54314, entitled "Philippine Transmarine Carriers, Inc. and Blue Flag Navigation vs. National Labor Relations Commission and Felipe D. Cortina."

The factual antecedents as gleaned from the records are:

Felipe D. Cortina, respondent, was employed by Philippine Transmarine Carriers, Inc., petitioner, as a Third Officer assigned at the Blue Tank Lancer, a vessel owned by Blue Flag Navigation. Pursuant to their contract, respondent's monthly salary is US \$800.00 and his employment is for a period of one (1) year from September 9, 1993.

However, on January 20, 1994 or only after four (4) months, petitioner forced respondent to disembark in Singapore because of the alleged sale of the Blue Tank Lancer vessel. As a consequence, he was discharged purportedly to be transferred to another vessel. But such transfer did not materialize.

On April 7, 1997, respondent filed with the Labor Arbiter a complaint against petitioner and Blue Flag Navigation for illegal dismissal, non-payment of salaries and separation pay, damages and attorney's fees, docketed as NLRC Case No. OCW-RAB-IV-798-L.

On September 24, 1997, the Labor Arbiter rendered a Decision^[3] declaring as illegal respondent's termination from employment. The dispositive portion reads:

"WHEREFORE, premises considered, judgment is hereby ordered, as follows:

1. Denying the Motion to Dismiss, for lack of merit.
2. Ordering respondents to jointly and severally pay complainant the total sum of US \$ 2,640.00 as payment of the salaries, fixed overtime pay and fixed leave pay;

3. Dismissing the claim and counter-claim for damages and attorney's fees for lack of merit.

"SO ORDERED."

Petitioner interposed an appeal to the National Labor Relations Commission (NLRC). However, in an Order [4] dated February 27, 1998, the NLRC dismissed the appeal for petitioner's failure to attach thereto the original copy of the surety bond posted as well as the joint declaration of the employer, counsel, and the bonding company that the surety bond is genuine.

Petitioner then filed a motion for reconsideration but was denied by the NLRC in a Resolution dated May 31, 1998.

Consequently, petitioner filed a petition for *certiorari* with the Court of Appeals contending that the NLRC committed grave abuse of discretion in dismissing its appeal.

On May 12, 2000, the Court of Appeals promulgated a Decision dismissing the petition. Its ratiocination is partly quoted as follows:

"The petition is bereft of merit.

"x x x

"The posting of a surety bond is a jurisdictional requirement. The attachment of proof that a bond has been posted signifies that such requirement has been satisfied. It is the proof that serves as basis for the NLRC to acquire jurisdiction on the appeal. It is not incumbent upon the commission to check on the genuineness of the bond. Rather it is upon the petitioners to prove its genuineness. A mere xerox copy cannot prove that the bond posted is genuine.

"We are therefore not convinced that the NLRC gravely abused its discretion in dismissing the appeal. What we rather see is its exercise of prudence in applying the provisions of the law. Petitioners are, however, not as careful. The negligence on the part of the counsel in the discharge of his duty cannot be approbated if we are to have an orderly administration of justice. Their negligence cannot be justified on the ground that their messenger lacked familiarity with the proper procedure for they could have checked the records themselves. A lawyer shall not neglect a legal matter entrusted to him and his negligence in connection therewith shall render him liable (Canon 18.03, Code of Professional Responsibility)

"x x x

"Anent the issue of illegal dismissal, it is petitioners' contention that Cortina was not illegally dismissed, rather his contract of employment has been terminated due to the sale of the vessel on which Cortina was embarked. x x x