

## FIRST DIVISION

[ G.R. No. 139910, September 29, 2000 ]

**PHILIPPINE COCONUT AUTHORITY, PETITIONER, VS. CORONA INTERNATIONAL, INC., RESPONDENT.**

### R E S O L U T I O N

**KAPUNAN, J.:**

For failing to strictly comply with the provisions of Sec. 13, Rule 44 of the 1997 Rules on Civil Procedure, which specifies the form and contents of the appellant's brief, petitioner Philippine Coconut Authority's appeal was dismissed by the Court of Appeals in CA-G.R. SP No. 56586. Hence, petitioner invokes the jurisdiction of this Court and seeks the reversal of the resolutions of the court *a quo*.

As antecedents, respondent corona International Inc. filed a case against petitioner for the recovery of the sum of P9,082,221.14 before the Regional Trial Court of Quezon City. The amount allegedly represented the unpaid balance of the purchase price of communication and computer facilities sold by the respondent to the petitioner as well as interest and damages.<sup>[1]</sup> Petitioner, in its answer, set up the following defenses: that the installation of said equipment was not done in accordance with good engineering standards and practices; that some of the equipment delivered were not those specified in the bid; that private respondent failed to install the communication system it undertook to put up; and that the certificate of acceptance issued to private respondent was entered either through misrepresentation or collusion. Hence, as counterclaim, petitioner sought the rescission of the contract of sale as well as damages.<sup>[2]</sup>

On 10 September 1996, the trial court rendered a decision ruling in favor of the respondent, and ordered among others that petitioner pay the respondent the amount of P9,082,068.00, plus interest representing the balance of the contract price as well as P1,000,000 as attorney's fees.<sup>[3]</sup>

Not satisfied with the decision of the trial court, petitioner elevated the case to the Court of Appeals. In due course, petitioner filed its appellant's brief, to which respondent filed a Motion to Dismiss appeal based on the following grounds: (1) failure of the petitioner to comply with the mandatory requirements of Section 13, paragraphs (a), (c), (d) and (f) of Rule 44 of the Rules of Court; and (2) the palpable dilatory character of the appeal.<sup>[4]</sup> In a Resolution dated 14 October 1998, the appellate court granted respondent's motion to dismiss, the dispositive portion reads:

WHEREFORE, the plaintiff-appellee's meritorious Motion to Dismiss Appeal is GRANTED, and accordingly this appeal on authority of Section 1(f), Rule 50 of the 1997 Rules of Civil Procedure is DISMISSED.

SO ORDERED.<sup>[5]</sup>

Petitioner sought reconsideration of the resolution, but the same was denied by the Court of Appeals in its Resolution dated 25 August 1999.<sup>[6]</sup>

Petitioner now comes before this Court raising the following assignment of errors:

FIRST ERROR

The Honorable Court of Appeals Erred in ruling that Appellant's brief does not Comply with the Requirements prescribed for its contents.

SECOND ERROR

The Honorable Court of Appeals Gravely Erred in Sacrificing Substantial Right in favor of Procedure.

THIRD ERROR

The Honorable Court of Appeals Erred in Dismissing Petitioner (sic) Appeal.<sup>[7]</sup>

We find the petition meritorious.

In dismissing the appeal before it, the Court of Appeals gave the following explanation:

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An examination of the defendant-appellant's brief reveals that it does not comply with the requirements prescribed for its contents. The appellant's brief under the heading Statement of the Case does not contain a clear and concise statement of the nature of the action, nor a summary of the proceedings, nor the nature of the judgment, nor any of the other matters necessary to an understanding of the nature of the controversy, with page references to the record. The defendant-appellant simply averred that *This is an appeal from the trial court's Decision*,... and thereafter merely quoted the dispositive portion of the said Decision. In the same manner, the defendant-appellant under the heading *Statement of Facts* failed to asseverate a clear and concise statement in narrative form the facts admitted by both parties and of those in controversy, together with the substance of the proof relating thereto in sufficient detail to make it clearly intelligible, with page references to the record.

xxx<sup>[8]</sup>

We disagree. Our examination of petitioner-appellant's brief reveals that the same has substantially complied with the requirements set forth in Section 13, Rule 43 of the 1997 Rules of Civil Procedure:

SEC. 13. *Contents of appellant's brief.*—The appellant's brief shall contain, in the order herein indicated, the following:

- (a) A subject index of the matter in the brief with a digest of the arguments and page references, and a table of cases alphabetically arranged, textbooks and statutes cited with references to the pages where they are cited;

xxx

- (c) Under the heading "Statement of the Case," a clear and concise statement of the nature of the action, a summary of the proceedings, the appealed rulings and orders of the court, the nature of the judgment and any other matters necessary to an understanding of the nature of the controversy, with page references to the record;

- (d) Under the heading "Statement of Facts," a clear and concise statement in a narrative form of the facts admitted by both parties and of those in controversy, together with the substance of the proof relating thereto in sufficient detail to make it clearly intelligible, with page references to the record;

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- (f) Under the heading "Argument," the appellant's arguments on each assignment of error with page references to the record. The authorities relied upon shall be cited by the page of the report at which the case begins and the page of the report on which the citation is found; xxx

In compliance with the requirement of Section (c) of the above-quoted, the appellant's brief contained the following "Statement of the Case:"

#### STATEMENT OF THE CASE

This is an appeal from the trial court's Decision, the dispositive portion of which reads as follows:

**WHEREFORE**, in view of all the foregoing premises, judgment is hereby rendered-

1. Ordering the defendant to pay plaintiff the total sum of P9,082,068.00 representing the balance of the contract price for Phase III of the project, the 10% retention for Phase I, II and III of the project, and the contract price for Phase IV of the project;
2. Ordering the defendant to indemnify plaintiff the sum equal to two (2%) per centum of P9,082,068.00 up to March 30, 1995, as actual and for damages;
3. Ordering the defendant to indemnify plaintiff the sum equal