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Deputy Division Clerk of Court
Third Division

Republic of the Philippines
Supreme Court
Manila

NOV 08 2019

SUPREME COURT OF THE PHILIPPINES
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THIRD DIVISION

MARK ELISEUS M. VILLOLA,
Petitioner,

G.R. No. 230047

Present:

PERALTA, J.,
Chairperson,
LEONEN,
REYES, A.B., JR.,
HERNANDO, and
INTING, JJ.

- versus -

Promulgated:

UNITED PHILIPPINE LINES,
INC. and FERNANDINO T.
LISING,
Respondents.

October 9, 2019

Misael D. Battung III

X ----- X

DECISION

HERNANDO, J.:

This is a Petition for Review on *Certiorari* pursuant to Rule 45 of the Revised Rules of Court assailing the September 16, 2016 Decision¹ rendered by the Special Eighth (8th) Division of the Court of Appeals in CA-G.R. SP No. 144818. In its assailed Decision, the Court of Appeals reversed and set aside the Decision² dated November 27, 2015 and Resolution³ dated January 25, 2016 of the National Labor Relations Commission (NLRC) which declared herein petitioner Mark Eliseus M. Villola (Villola) to have been illegally dismissed from employment. In a Resolution⁴ dated January 31, 2017, the Court of Appeals refused to reconsider its earlier Decision.

¹ *Rollo*, pp. 50-60; penned by Associate Justice Fanchito N. Diamante and concurred in by Associate Justices Jane Aurora C. Lantion and Carmelita Salandanan Manahan.

² *Id.* at 104-114; penned by Commissioner Nieves E. Vivar-De Castro and concurred by Presiding Commissioner Joseph Gerard E. Mabilog and Commissioner Isabel G. Panganiban-Ortiguerra.

³ *Id.* at 117-119.

⁴ *Id.* at 61-62.

Antecedent Facts

The case stemmed from a complaint for illegal dismissal, underpayment of salaries, non-payment of Service Incentive Leave (SIL) pay and separation pay, and claims for moral and exemplary damages and attorney's fees filed by Villola against respondents United Philippine Lines Inc. (UPL), and its President, Mr. Fernandino T. Lising (Lising).

On April 1, 2010, Villola was employed by UPL as its Information Technology (IT) and Communications Manager. Prior to his engagement with UPL, Villola worked as Technical Support and System Engineer/Operations Manager of 24/7 International Corporation and Quarkdata, Inc., respectively. 24/7 International Corporation and Quarkdata, Inc. are affiliate companies of UPL, all of which belong to the Lising Group of Companies.⁵

For his part, Villola alleged that on March 31, 2010, he met with Lising to discuss proposed adjustments to his salary as IT and Communications Manager. Villola asserted that Lising agreed to pay him a monthly salary of PhP 40,000.00 starting April 1, 2010. Both parties later agreed that Villola will be paid a monthly salary of PhP 20,000.00, and an additional PhP 15,000.00 per month, the cumulative amount thereof to be released only at the end of the calendar year. Villola's additional salary of PhP 15,000.00 per month, however, remained unpaid until his separation from employment with UPL.⁶

On May 15, 2013, Villola discussed with the officers of UPL the creation of a new software system. The parties agreed that as soon as the software system is implemented, Villola will organize a business unit which will execute the encoding, scanning and indexing of all UPL documents. However, on May 31, 2013, Villola received an e-mail message from Mr. Joey G. Consunji (Consunji), General Manager of UPL, supposedly requiring Villola to submit to management a written resignation letter⁷ indicating therein the effectivity date of his resignation, *i.e.*, June 1, 2013. Villola, on his part, did not comply with said directive and continued reporting for work until July 2013. Meanwhile, Villola sent e-mails to Lising demanding for payment of his unpaid salaries, allowances, and professional fees. Villola's demands, however, remained unheeded.⁸

Thereafter, on October 11, 2014, UPL released a Memorandum⁹ informing UPL employees of the fact of Villola's termination of employment from UPL effective June 1, 2013. Concomitantly, the same

⁵ *Id.* at 15.

⁶ *Id.* at 15-16.

⁷ *Id.* at 276.

⁸ *Id.* at 16-17.

⁹ *Id.* at 17 and 291.

memorandum directed security personnel to deny Villola entry from the company premises.

Respondents, on the other hand, claimed that on April 1, 2010, Villola was hired by UPL as IT Officer. Almost a year after his hiring, Villola was assigned as IT and Communications Manager. His duties and responsibilities included, among others, help desk administration, systems administration and implementation of the CORE program (CORE), a repository of all information gathered from applicants, crew and former crew of UPL. UPL initially outsourced the implementation of the CORE to HelpDesk, an IT consultant. The administration and implementation of the CORE was later transferred to Villola.¹⁰

During the first quarter of 2013, UPL observed that Villola was unable to implement the CORE despite budget allotment therefor for two years. In this respect, UPL had to engage the services of HelpDesk. UPL found that HelpDesk was otherwise able to: (a) implement the CORE; and (b) perform other IT-related services for UPL – key functions of Villola as IT and Communications Manager. These IT-related services of UPL were thus being performed by both HelpDesk and Villola himself.¹¹

Meanwhile, aside from rendering work for UPL, Villola was also engaged as trainer for a UPL affiliate for the latter's Anti-Piracy Awareness Program. UPL tolerated Villola's engagement as trainer, although training classes detracted him from his core duties and responsibilities as IT and Communications Manager of UPL.¹²

Considering the foregoing premises, Consunji, in a meeting with Villola sometime in May 2013, informed the latter that management may have to declare his position as redundant to which Villola agreed. This notwithstanding, Consunji inquired from Villola if he is otherwise interested to work as a consultant for a scanning project covering UPL documents, which will involve crewing and finance documentation to be utilized by another company, SVI. Considering that Villola relayed his interest to take on the consultancy work for the said scanning project, Consunji requested Villola to submit to UPL his quotation for the scanning services for crewing and finance documentation.¹³

Notably, Consunji and Villola also agreed that instead of terminating Villola's employment with UPL on the ground of redundancy, he will simply voluntarily cease his employment with the company. Villola was then instructed by Consunji to formalize his resignation from UPL by furnishing management his written resignation letter, which, however, Villola failed to produce despite follow-ups from UPL officers.

¹⁰ *Id.* at 70.

¹¹ *Id.* at 71-72.

¹² *Id.* at 72.

¹³ *Id.* at 72-73.

Significantly, Villola stopped reporting for work starting June 2013. Villola, however, continued to render part-time work during the period from June to July 2013 as trainer in the Anti-Piracy Awareness Program of a UPL affiliate, which were conducted at the company premises of UPL. On June 27, 2013, Villola, under the name of "DRD Technology Solutions," submitted to Consunji his proposal for the scanning project. The scanning project, however, did not materialize.¹⁴

Thereafter, on September 30, 2014, Villola filed against herein respondents a complaint¹⁵ for illegal dismissal and payment of other money claims as well as claims for moral and exemplary damages and attorney's fees.

Ruling of the Labor Arbiter

On March 27, 2015, Labor Arbiter Joel S. Lustria (LA Lustria) promulgated a Decision,¹⁶ the dispositive portion of which states:

WHEREFORE, premises considered, judgment is hereby rendered **DISMISSING** the complaint for illegal dismissal for lack of merit. However, as above discussed, complainant is hereby award (sic) the amount of P60,000.00, representing his separation pay, and the sum of P8,333.33, as his pro-rata 13th month pay.

Other claims are dismissed for lack of merit.

SO ORDERED.¹⁷

In his Decision, LA Lustria held that the acts of Villola indicated that he voluntarily resigned from his position as IT and Communications Manager of UPL. LA Lustria observed that Villola stopped reporting for work starting June 2013 and, from then on, was no longer receiving his salaries from UPL. Although it may appear that Villola was communicating with Consunji after May 31, 2013, the same was pursuant to the scanning project for which he was later engaged as consultant by UPL.

LA Lustria further emphasized that if Villola's employment was indeed unceremoniously terminated by UPL, he would have relayed his objections thereto to any responsible officer of UPL, which, however Villola failed to do despite his presence in the company premises during the period from June to July of 2013.

The Labor Arbiter thus concluded that Villola deliberately failed to furnish UPL his written resignation letter in order to, later on, substantiate his contention that he was illegally dismissed from employment. LA Lustria

¹⁴ *Id.* at 73-74.

¹⁵ *Id.* at 106.

¹⁶ *Id.* at 186-202; penned by Labor Arbiter Joel S. Lustria.

¹⁷ *Id.* at 202.

further stressed that the fact that it took him one year and three months after his separation from UPL to file the instant illegal dismissal complaint lends support to respondents' assertion that he voluntarily resigned from his employment with UPL. LA Lustria then ruled for UPL by holding that Villola was validly separated from employment in accordance with law on the ground of redundancy.

Ruling of the National Labor Relations Commission

In his appeal before the NLRC, Villola averred that the Labor Arbiter committed serious error amounting to grave abuse of discretion in finding that he was legally dismissed from employment. Villola reiterated that he did not voluntarily resign and that his acts of reporting for work after May 31, 2013 and submitting his proposal for the scanning project belied any intent on his part to sever his employment with UPL.¹⁸

On November 27, 2015, the NLRC reversed the Decision of LA Lustria and held that Villola's supposed resignation was not supported by evidence on record, *i.e.*, a written resignation letter – the best proof of Villola's resignation categorically stating his intention to sever his employment relationship with UPL. The NLRC then underscored the contents of the Memorandum dated October 10, 2014 issued by UPL which stated that Villola was dismissed from employment on June 1, 2013 thereby supporting the finding that no resignation ever took place.

The NLRC further rejected LA Lustria's finding that Villola was validly dismissed from employment on the ground that his position has become redundant considering that respondents did not raise redundancy as a ground for Villola's dismissal from service, and that, in any case, there was want of evidence to support the claim that he was validly dismissed from employment due to redundancy. The NLRC also emphasized that Villola's act of filing the instant complaint belied any intention on his part to abandon employment.

The dispositive portion of the NLRC Decision reads as follows:

WHEREFORE, premises considered, the Decision of the Labor Arbiter dated 27 March 2015 is hereby REVERSED and SET ASIDE. The Complainant is hereby declared to have been illegally dismissed from employment. Respondent-UPL is directed to pay the Complainant backwages from 01 June 2013 until finality of this decision, and separation pay, in lieu of reinstatement, of one (1) month salary for every year of service.

x x x x

SO ORDERED.¹⁹

¹⁸ *Id.* at 108-109.

¹⁹ *Id.* at 113.

Respondents filed a Motion for Reconsideration which was, however, denied in the NLRC Resolution²⁰ dated January 25, 2016.

Ruling of the Court of Appeals

Aggrieved, respondents filed a Petition for *Certiorari*²¹ before the Court of Appeals ascribing upon the NLRC grave abuse of discretion amounting to lack or in excess of jurisdiction when it held that Villola was illegally dismissed from employment. Respondents insisted that no dismissal ever took place, much more any illegal dismissal, and that it was Villola himself who voluntarily resigned from UPL.

In his Comment/Opposition²² to respondents' Petition for *Certiorari*, Villola averred that there was no evidence on record to show that he relinquished his employment with UPL considering that he continued reporting for work after May 31, 2013, and that respondents failed to produce his resignation letter which should contain unequivocally his intent to resign.

On September 16, 2016, the Court of Appeals rendered its assailed Decision granting respondents' Petition for *Certiorari* and setting aside the November 27, 2015 Decision and January 25, 2016 Resolution of the NLRC. The dispositive portion of the September 16, 2016 Decision reads as follows:

WHEREFORE, in view of the foregoing, the instant Petition is hereby **PARTIALLY GRANTED**. The assailed Decision dated November 27, 2015 and Resolution dated January 25, 2016 both issued by public respondent National Labor Relations Commission (NLRC) - 6th Division, in LAC No. 06-001648-15/NCR-09-12166-14, are hereby **REVERSED** and **SET ASIDE**, and a new one entered dismissing the complaint for illegal dismissal. However, petitioners are **ORDERED** to pay Mark Eliseus M. Villola the proportionate 13th month pay due him, with interest of 6% per annum reckoned from its due date until full satisfaction.

The Court hereby remands the case to the Labor Arbiter for purposes of computation of Mark Eliseus M. Villola's proportionate 13th month pay.

SO ORDERED.²³

In its Decision, the Court of Appeals concluded that Villola voluntarily resigned and was not dismissed from service. The Court of Appeals emphasized that, while it would appear that Villola had no intention of

²⁰ *Id.* at 117-119.

²¹ *Id.* at 66-102.

²² *Id.* at 362-390.

²³ *Id.* at 59-60.

severing his employment absent a written resignation letter furnished by him to UPL, and the fact that he continued communicating with management after May 31, 2013, it observed that it would be highly illogical on the part of UPL to require Villola to comply with its request to submit a proposal for the scanning project, and at the same time, require Villola to comply with its request to present a resignation letter to management. On this point, the Court of Appeals gave credence to respondents' claim that there was, in fact, a prior agreement between UPL and Villola – that instead of separating Villola from service on the ground of redundancy, he will simply voluntarily resign from employment. The Court of Appeals further emphasized that Villola's e-mail response to Consunji's e-mail dated May 31, 2016 did not raise any objections to the latter's request for submission of a resignation letter, and that it took him fifteen (15) months after his separation from employment from UPL to file the instant complaint lent credence to respondents' assertion that Villola voluntarily resigned from his employment with UPL.

The Court of Appeals further found that: (1) Villola's claims for compensation pertained to his work as consultant and not as an employee of UPL; (2) dealings with UPL after May 31, 2013 were made in his capacity as consultant and not as IT and Communications Manager of UPL; and (3) that the word "dismissal" in the Memorandum dated October 11, 2014 issued by management merely emphasized Villola's separation from service with UPL.

Villola thus filed a motion for reconsideration but the Court of Appeals denied the same in its January 31, 2017 Resolution.²⁴ Hence, the instant Petition.

Issues

Villola raises the following issues for resolution:

I.

WHETHER OR NOT THE COURT OF APPEALS GRAVELY ERRED IN REVERSING THE FINDING OF THE NATIONAL LABOR RELATIONS [COMMISSION] – SIXTH (6th) DIVISION AND FINDING THAT THE PETITIONER WAS NOT ILLEGALLY DISMISSED.

II.

WHETHER OR NOT THE COURT OF APPEALS GRAVELY ERRED IN RULING THAT THERE WAS REDUNDANCY.

III.

²⁴ *Id.* at 61-62.

Given the foregoing premises, it is thus first incumbent upon this Court to resolve whether UPL indeed took action to dismiss Villola. Without such fact of a dismissal being established, as in this case where respondents have denied outright such fact, then it would be futile on the part of this Court to determine the legality or illegality of Villola's dismissal, especially where respondents herein have put to fore Villola's voluntary resignation from service.

Resignation is defined as a formal pronouncement or relinquishment of an office, with the intention of relinquishing the office accompanied by the act of relinquishment. As the intent to relinquish must concur with the overt act of relinquishment, the acts of the employee before and after the alleged resignation must be considered in determining whether in fact, he or she intended to sever from his or her employment.³⁵ The fact of resignation is therefore supported by the concurrence of the following: (1) the intent to relinquish one's office; and (2) the overt act of relinquishment. In illegal dismissal cases, fundamental is the rule that when an employer interposes the defense of resignation, on him necessarily rests the burden to prove that the employee indeed voluntarily resigned.³⁶

Thus, in as much as Villola has the burden of proving that he was, in the first place, dismissed from employment by UPL, it is the concomitant burden of respondents to prove that Villola voluntarily resigned from service.

The pith of the issue therefore lies in whether Villola is considered voluntarily resigned or dismissed from employment.

In support of his allegation as is that no resignation took place and that UPL dismissed him from employment, Villola heavily relied on the following: (1) UPL's failure to furnish a copy of his resignation letter; and (2) the Memorandum dated October 10, 2014 issued by UPL informing UPL employees of Villola's dismissal effective June 1, 2013.

As to the first ground above-stated, respondents argue that UPL initially informed Villola that management may have to declare his position as redundant considering that its IT-related services were likewise being performed by HelpDesk, an IT Consultant engaged by UPL. The parties, however, later agreed that instead of terminating Villola's employment with UPL on the ground of redundancy, he will simply voluntarily cease his employment with UPL. Villola will then render his services to UPL as its consultant for a specified scanning project for another company, SVI. Villola was then instructed by UPL to formalize his resignation by furnishing management his written resignation letter, which, however, Villola failed to produce despite follow-ups from UPL officers.

At the outset, while Villola's resignation letter serves as proof of the latter's formal relinquishment of his employment with UPL, the absence thereof is not

³⁵ *BMG Records (Phils.), Inc. v. Aparecio*, 559 Phil. 80, 94 (2007).

³⁶ *San Miguel Properties Philippines, Inc. v. Gucaban*, 669 Phil. 288, 297 (2011).

enough to rule out the conclusion that no resignation ever took place. On the other hand, the contemporaneous and immediate subsequent acts of Villola after his supposed resignation from UPL should be considered in determining if there is truth to the contention that he indeed resigned from UPL.

In this case, we agree with the respondents that Villola resigned from his employment and that he was not dismissed by UPL based on the following factual circumstances:

First, UPL, through Consunji, requested Villola in an e-mail³⁷ dated May 31, 2013 to furnish to management his resignation letter and his proposal and quotation for its scanning project for SVI, *viz.*:

Dear Aseus,

I will need for you to submit a letter of resignation from UPL. Please indicate effectivity this June 01, 2013.

I will also need your quotation for the scanning services for crewing and finance documentations.

Also, there would be no encoders anymore. I will ask Rachel if they will still use Pam in the Support Group.

Thank you,

Regards,
Joey

Notably, Villola did not raise any concerns whatsoever to Consunji or inquired on the reasons for the latter's request to submit a resignation letter. Consunji, in an email³⁸ dated June 12, 2013, again made a follow-up request to Villola to submit his resignation letter. Villola, on his part, turned a blind eye, so to speak, on the said request and directly responded instead to Consunji's e-mail dated May 31, 2013 as regards the submission of the proposal and quotation for the scanning project, *viz.*:

Dear sir,

Currently preparing the proposal and quote for the encoding services. We are just scoping the work to be done and the various information that needs to be encoded, scanned and indexed.

Thank you.

Kind regards,
Aseus

³⁷ *Rollo*, p. 276.

³⁸ *Id.* at 277.

In fact, it bears noting that a certain Ms. Rica B. Rufino, an officer of UPL, similarly followed-up on Villola to furnish to management a copy of his resignation, which, however, fell on deaf ears.³⁹

Second, it is also borne out of the records that UPL ceased paying his salaries after May 31, 2013, as in fact, Villola himself already stopped reporting for work starting June 1, 2013.

Third, on June 27, 2013, Villola submitted to UPL his proposal for the scanning project.⁴⁰ A perusal of the proposal clearly indicate that the same was furnished to UPL under the name “DRD Technology Solutions,” an entity distinct from UPL, and was jointly prepared by Villola and a certain Mr. Ding Dulay who appears to be neither an employee nor an individual affiliated with UPL.

All told, this Court finds that Villola failed to discharge the burden of proof required of him to establish that respondents indeed took action to dismiss him. If indeed respondents unceremoniously dismissed Villola from employment as what he claims, he would have, at the very first opportunity, raised his concerns on Consunji’s request for submission of a resignation letter as early as May 31, 2013, which Villola clearly failed to do in this case. Significantly, Villola himself, without any directive whatsoever from UPL management, stopped reporting for work at UPL’s company premises starting June 1, 2013. Notably, this fact was not denied by Villola in his Petition and other allied pleadings.

On the other hand, there is substantial evidence – which only entails evidence to support a conclusion, “even if other minds, equally reasonable, might conceivably opine otherwise”⁴¹ to prove that Villola resigned from UPL. The acts of Villola, particularly when he: (1) failed to question Consunji’s request to submit a written resignation letter; (2) stopped reporting for work, at his own initiative, after May 31, 2013; and (3) submitted on June 27, 2013 the agreed proposal to UPL under “DRD Solutions,” which appears to be co-written by a third party in the name of Mr. Dulay, impels this Court to arrive at the logical conclusion that there existed a prior agreement between UPL and Villola – that instead of terminating Villola’s employment with UPL on the ground of redundancy, he agreed that he will simply voluntarily cease his employment with UPL effective June 1, 2013, and thereafter render his services to UPL for its scanning project as an independent consultant. Moreover, the fact that Villola submitted his proposal under a name of another corporate entity is a clear indication that he was no longer connected as an employee of UPL after May 31, 2013.

³⁹ *Id.* at 513.

⁴⁰ *Id.* at 485.

⁴¹ *Distribution & Control Products, Inc. v. Santos*, G.R. No. 212616, July 10, 2017, 830 SCRA 452, 460 citing *Agusan Del Norte Electric Cooperative, Inc. v. Cagampang*, 589 Phil. 306, 313 (2008).

Simply put, the concurrence of Villola's resignation, coupled with his actions thereafter, ultimately support the finding that he resigned from UPL.

In support of his contention that he did not resign from employment, Villola argues that the fact that he continued to work after May 31, 2013, as evidenced by the proposal submitted by him to UPL, belies respondents' contention of Villola's intent to abandon and thereby sever his employment relationship with UPL. On this point, we agree with the Court of Appeals that work rendered after May 31, 2013 were made in his capacity as an independent consultant and not as IT and Communications Manager of UPL, and pursuant to the completion of the proposal and quotation for the scanning project. Moreover, while there is evidence to show that Villola was within the company premises on certain occasions after May 31, 2013, these instances were due to the fact that Villola was rendering part-time work during the period from June to July 2013 as trainer in the Anti-Piracy Awareness Program of a UPL affiliate, which were conducted at the company premises of UPL.

As to the Memorandum dated October 10, 2014, while we note that the term "dismissal" was indicated therein, we are inclined to agree with the Court of Appeals and accept the explanation of respondents that the same was issued to merely inform UPL employees of Villola's current employment status (*i.e.*, that he was no longer connected with UPL) considering that, even after having severed his employment relationship with UPL, he frequented the company premises, *albeit* intermittently, to supposedly claim his alleged monetary benefits. It bears noting that the Memorandum was issued more than sixteen (16) months after Villola's separation from employment on June 1, 2013, and was addressed internally to UPL employees, and not to Villola himself. These lend credence to respondents' explanation that management merely endeavored to emphasize to UPL employees of Villola's separation from service with it effective June 1, 2013.

In any case, the Memorandum alone cannot support the conclusion that Villola was dismissed from employment especially when juxtaposed with the positive evidence of respondents as discussed herein. On this point, Villola contends that the affidavits of Consunji and Rufino contained self-serving statements. We note, however, that the above factual precedents presented by respondents were duly supported by sworn statements of Consunji and Rufino.⁴² Notably, their positive statements cannot simply be set aside and absent any proof that the affiants committed falsehood when they made their statements therein.⁴³ The case of *INC Shipmanagement, Inc. v. Moradas*⁴⁴ is instructive on this point, to wit:

⁴² *Rollo*, pp. 507-513.

⁴³ See *INC Shipmanagement, Inc. v. Moradas*, 724 Phil. 374 (2014).

⁴⁴ *Id.* at 396.

evidence that he has voluntarily done so, simply because the scanning project did not materialize.

Redundancy

Villola further claims that the Court of Appeals gravely erred in giving credence to respondents' claims that his position as IT and Communications Manager has become redundant. A perusal of the Decision dated September 16, 2016, however, shows that the Court of Appeals made no definitive ruling on the validity or invalidity of redundancy. Notably, it was Villola's resignation, or the lack thereof, which precipitated the filing of the illegal dismissal suit, and is thus the main issue to be resolved in the instant case. Notably, the matter on redundancy is only relevant insofar as determining the facts surrounding Villola's resignation from employment is concerned.

Monetary Claims

As held in *Cootauco v. MMS Phil. Maritime Services, Inc.*,⁴⁹ the general principle is that one who makes an allegation has the burden of proving it. Thus, unless Villola is able to discharge the required burden on his part, he is not entitled to his money claims.

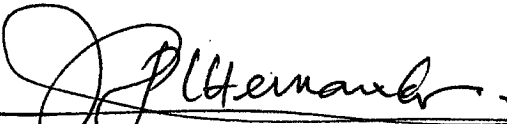
As to his claim for underpayment of salaries/wages, Villola claims that his additional salary of PhP 20,000.00 and PhP 15,000.00 as agreed upon by him and Lising remains unpaid. However, a perusal of the records would show that Villola failed to present evidence to substantiate the claim that such agreement was forged between him and Lising. On the other hand, respondents were able to show proof that Villola's salaries from the time he started working for UPL until May 31, 2013 have been paid. For this reason, Villola's monetary claims for underpayment of salaries/wages is denied.

The Court will no longer disturb the findings of the Court of Appeals on Villola's entitlement to his 13th month pay as respondents do not refute the same.

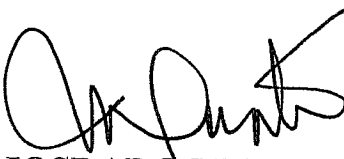
WHEREFORE, the Petition is **DENIED**. The September 16, 2016 Decision and January 31, 2017 Resolution of the Court of Appeals in CA-G.R. SP No. 144818 are **AFFIRMED**.

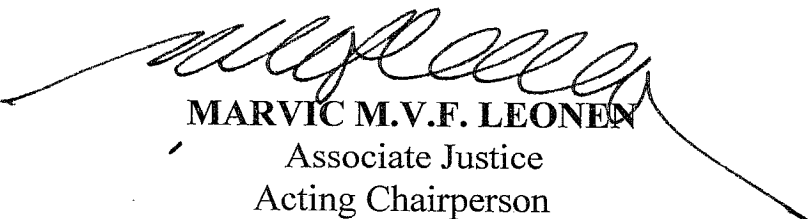
⁴⁹ 629 Phil. 506, 519 (2010).

SO ORDERED.


RAMON PAUL L. HERNANDO
Associate Justice

WE CONCUR:


DIOSDADO M. PERALTA
Associate Justice
Chairperson

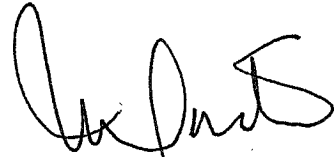

MARVIC M.V.F. LEONEN
Associate Justice
Acting Chairperson


ANDRES B. REYES, JR.
Associate Justice

On official leave
HENRI JEAN PAUL B. INTING
Associate Justice

ATTESTATION

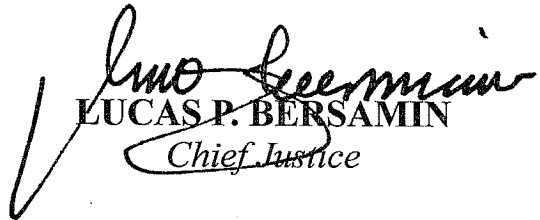
I attest that the conclusions in the above Decision were reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.



DIOSDADO M. PERALTA
Associate Justice
Chairperson

CERTIFICATION

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



LUCAS P. BERSAMIN
Chief Justice

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MislocBatt
MISAELO DOMINGO C. BATTUNG III
Deputy Division Clerk of Court
Third Division

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