

THIRD DIVISION

[G.R. No. 226727, April 25, 2018]

**UNIVERSITY OF THE EAST AND DR. ESTER GARCIA,
PETITIONERS, V. VERONICA M. MASANGKAY AND GERTRUDO R.
REGONDOLA, RESPONDENTS.**

D E C I S I O N

VELASCO JR., J.:

This is a Petition for Review on Certiorari under Rule 45 of the Rules of Court seeking the reversal and setting aside of the February 19, 2016 Decision^[1] and August 26, 2016 Resolution of the Court of Appeals (CA) in CA-G.R. SP No. 132774, entitled "*Veronica M. Masangkay and Gertrudo R. Regondola v. University of the East, Dr. Ester Garcia and The National Labor Relations Commission*."

Respondents Veronica M. Masangkay (Masangkay) and Gertrudo R. Regondola (Regondola) were regular faculty members, Associate Professors, and Associate Deans of petitioner University of the East (UE) – Caloocan Campus, prior to their dismissal on November 26, 2007.

While holding said positions at UE, respondents submitted three (3) manuals, namely: Mechanics, Statics, and Dynamics, requesting said manuals' temporary adoption as instructional materials. Respondents represented themselves to be the rightful authors thereof, together with their co-author, a certain Adelia F. Rocamora (Rocamora). Accompanying said requests are certifications under oath, signed by respondents, declaring under pain of perjury, and openly certifying that the manuals are entirely original and free from plagiarism. Said certification reads:

We hereby certify that the contents of the manual MECHANICS FOR ECE AND COE by Gertrudo R. Regondola, et al. to be used in the subjects ECE 311N are entirely original and free from plagiarism.

(SGD.)
Gertrudo R. Regondola

(SGD.)
Veronica Masangkay^[2]

After review, UE approved the requests for use of said manuals by students of the College of Engineering.

Thereafter, petitioners received two (2) complaint-letters via electronic mail (e-mail) from a certain Harry H. Chenoweth and Lucy Singer Block. Chenoweth and Block's father are authors, respectively, of three books, namely: Applied Engineering Mechanics, Engineering Mechanics, 2nd Edition, 1954, and Engineering Mechanics: Statics & Dynamics, 3rd Edition, 1975. They categorically denied giving respondents

permission to copy, reproduce, imitate, or alter said books, and asked for assistance from UE to stop the alleged unlawful acts and deal with this academic dishonesty.

Prompted by the seriousness of the allegations, UE investigated the matter. After a thorough evaluation of the alleged plagiarized portions, petitioner conducted an investigation in which respondents actively participated and filed their Answer. Eventually, UE's Board of Trustees issued Resolution No. 2007-11-84 dismissing respondents. Notices of Dismissal effective November 26, 2007 were sent to respondents and Rocamora via registered mail.

Unlike herein respondents, Rocamora sought reconsideration of the decision to the Board of Trustees. Respondents, however, did not appeal the decision terminating them and instead opted to claim their benefits due them, which consisted of leave credits, sick leave, holiday pay, bonuses, shares in tuition fee increase, COLA, and RATA. For her part, respondent Masangkay requested that a portion of her benefits be applied to her existing car loan. For the amounts that they received, they signed vouchers and pay slips. These were duly acted upon by UE.

Rocamora's case

It appears that after the Board of Trustees denied reconsideration of Rocamora's dismissal, the latter filed a case against UE for illegal dismissal. Eventually reaching this Court, the illegality of her dismissal was upheld by the Court through a resolution in *University of the East and Dr. Ester Garcia v. Adelia Rocamora*, G.R. No. 199959, February 6, 2012.

Meanwhile, almost three years after having been dismissed from service and after collecting their accrued benefits, respondents then filed a complaint for illegal dismissal on July 20, 2010, docketed as NLRC NCR No. 07-09924-10, entitled "*Veronica M. Masangkay and Gertrudo R. Regondola v. University of the East (UE), President Ester Garcia.*"

Ruling of the Labor Arbiter

In its February 28, 2011 ruling,^[3] the labor arbiter held that respondents were illegally dismissed and ordered their reinstatement without loss of seniority rights and other benefits and full backwages inclusive of allowances until actual reinstatement. UE was directed to pay a total of P4,623,873.34 representing both respondents' backwages, allowances, 13th month pay, moral and exemplary damages. Thus:

WHEREFORE, premises considered, judgment is hereby rendered finding complainants to have been ILLEGALLY DISMISSED. Respondents are ordered to immediately reinstate complainants to their position without loss of seniority rights and other benefits and full backwages inclusive of allowances until actual reinstatement. Respondent University of the East is directed to pay complainants the following:

VERONICA M. MASANGKAY

1. BACKWAGES:

11/1/07 -

2/28/11

50,000 x P1,996,500.00

39.93 =

13th MO. PAY:

P1,996,500/12 P 166,375.00

=

ALLOWANCE:

41741

P3,000.00 x P 119,790.00 P2,282,665.00

39.93 =

2. 13th MO. PAY

7/20/2007 -

10/31/2007

P50,000 x

P 14,166.67

3.40 / 12 =

3. MORAL

P 50,000.00

DAMAGES

4. EXEMPLARY

P 25,000.00

DAMAGE

TOTAL: P2,371,831.67

GERTRUDO R. REGONDOLA

5. BACKWAGES: November 1, 2007 -February
28, 2011

50,000.00 x P1,996,500.00

39.93 =

13th MO. PAY:

P1,996,500/12 P 166,375.00

ALLOWANCE:

P3,000.00 x

P2,162,875.00

39.93

6. 13th MO. PAY

July 20, 2007

- October 31,

2007

P50,000 x

P 14,166.67

3.40 / 12 =

7. MORAL

P 50,000.00

DAMAGES

8. EXEMPLARY

P 25,000.00

DAMAGE

TOTAL: P

2,252,041.67

10%

462,287.33

Attorney's

Fees

GRAND TOTAL:

P4,623,873.34

SO ORDERED. ^[4]

NLRC Decision

The case reached the National Labor Relations Commission (NLRC), where the Commission reversed the labor arbiter's ruling and disposed of the case in this wise:

WHEREFORE, the appeal of respondents is GRANTED and the labor arbiter's Decision is REVERSED and SET ASIDE. The instant complaint is DISMISSED for lack of merit.

SO ORDERED.^[5]

Their motion for reconsideration having been denied,^[6] respondents elevated the case to the CA.

CA Ruling

The appellate court reinstated the labor arbiter's ruling that petitioners failed to prove that indeed a just cause for respondents' dismissal exists. Too, it emphasized, among others, that the instant petition is bound by this Court's Decision in the Rocamora case, calling for the application of the doctrine of *stare decisis*. The CA thus disposed of the case in this manner:

IN VIEW OF ALL THESE, the petition is **GRANTED**. The assailed Decision dated June 29, 2012 and Resolution dated September 17, 2013 of public respondent National Labor Relations Commission are **SET ASIDE**. The Decision dated February 28, 2011 of the Labor Arbiter is **REINSTATED**.

SO ORDERED.

The CA denied reconsideration of the questioned Decision in the assailed Resolution of August 26, 2016, prompting petitioners to file the instant petition, raising the following issues, to wit:

- 1) Whether or not respondents' misrepresentation, dishonesty, plagiarism and/or copyright infringement which is considered academic dishonesty tantamount to serious misconduct is a just and valid cause for their dismissal.
- 2) Whether or not the CA erroneously applied the principle of *stare decisis*.
- 3) Whether or not respondents are entitled to reinstatement with full backwages, and other monetary awards despite the fact that they were dismissed for valid cause under the Labor Code.
- 4) Whether or not the award of damages and attorney's fees have factual and legal basis.

Petitioners argue, among others, that the instant case cannot be bound by the Rocamora case via application of the doctrine of *stare decisis* because of substantial differences in Rocamora's situation and in that of respondents, as noted by the NLRC. Too, petitioners maintain that plagiarism, a form of academic dishonesty, is a serious misconduct that justly warrants herein respondents' dismissal.

This Court's Ruling

We resolve to grant the petition.

The principle of *stare decisis* requires that once a case has been decided one way, the rule is settled that any other case involving exactly the same point at issue should be decided in the same manner.^[7] It simply means that for the sake of certainty, a conclusion reached in one case should be applied to those that follow if the facts are substantially the same, even though the parties may be different. It proceeds from the first principle of justice that, absent any powerful countervailing considerations, like cases ought to be decided alike. Thus, where the same questions relating to the same event have been put forward by the parties *similarly situated* as in a previous case litigated and decided by a competent court, the rule of *stare decisis* is a bar to any attempt to relitigate the same issue.^[8]

Applying said principle, the CA held that Our ruling in *University of the East v. Adelia Rocamora*^[9] is a precedent to the case at bar, involving, as it does, herein respondents' co-author and tackling the same violation—the alleged plagiarism of the very same materials subject of the instant case.

In this petition, UE, however, asserts that the case of respondents substantially varies from Rocamora so as not to warrant the application of said rule.

Indeed, the CA erred when it relied on Our ruling in *University of the East v. Adelia Rocamora* in resolving the present dispute. Our decision in *Rocamora*, rendered via a Minute Resolution, is not a precedent to the case at bar even though it tackles the same violation—the alleged plagiarism of the very same materials subject of the instant case, which was initiated by respondents' co-author. This is so since respondents are simply not similarly situated with Rocamora so as to warrant the application of the doctrine of *stare decisis*.

A legal precedent is a principle or rule established in a previous case that is either binding on or persuasive for a court or other tribunal when deciding subsequent cases with similar issues or facts.

Here, We find that the Rocamora case is not on all fours with the present dispute, thereby removing it from the application of the principle of *stare decisis*. *First*, herein respondents categorically represented to UE under oath that the Manuals were free from plagiarism—an act in which their co-author Rocamora did not participate. *Second*, respondents benefited financially from the sale of the Manuals while Rocamora did not. *Third*, respondents acquiesced to UE's decision to terminate their services and even requested the release of and thereafter claimed the benefits due them.

Aside from these, respondents executed a Certification categorically stating **under oath and declaring under pain of perjury that the manuals are entirely original and free from plagiarism**. To reiterate:

We hereby certify that the contents of the manual MECHANICS FOR ECE AND COE by Gertrude R. Regondola, et al. to be used in the subjects ECE 311N are entirely original and free from plagiarism.

(SGD.)
Gertrudo R. Regondola

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Veronica Masangkay^[10]