

THIRD DIVISION

[G.R. No. 157020, June 19, 2013]

**REINIER PACIFIC INTERNATIONAL SHIPPING, INC. AND
NEPTUNE SHIP MANAGEMENT SVCS., PTE., LTD., PETITIONERS,
VS. CAPTAIN FRANCISCO B. GUEVARRA, SUBSTITUTED BY HIS
HEIRS, RESPONDENTS.**

DECISION

ABAD, J.:

This petition for review concerns the reckoning of the extended period for the filing of a pleading that ends on a Saturday, Sunday, or legal holiday. May the pleading be filed on the following working day?

The Facts and the Case

On May 3, 2000 petitioner Reinier Pacific International Shipping, Inc. (Reinier Shipping), as agent of Neptune Ship Management Services, PTE, Limited, hired respondent Captain Francisco B. Guevarra to work as master of MV NOL SHEDAR. In the course of his work on board, Reinier Shipping sent him *Notice*, relieving him of command of the vessel upon the insistence of its charterers and owners. As a result, Guevarra filed a case for illegal dismissal and damages against Reinier Shipping and its principal.

Reinier Shipping countered that Guevarra had been negligent in the discharge of his duties as ship master. One of the vessel's hatch covers was damaged when it was discharging coal in Alabama, U.S.A. As a result, the charterers were forced to shoulder the repair costs. Reinier had no choice but yield to the demands of the charterers for Guevarra's replacement.

The Labor Arbiter found Guevarra's dismissal illegal and ordered Reinier Shipping and its principal to jointly and severally pay him the US\$11,316.00 that represent his salaries for the remaining balance of the contract plus attorney's fees of US\$1,131.60. The Labor Arbiter found that Reinier Shipping denied Guevarra his right to due process since it did not give him the opportunity to be heard. Guevarra claims that the damage to the vessel had been caused by cargo-handling stevedores. Reinier Shipping did not bother to ascertain his guilt; it merely invoked the demand of the charterers and vessel owners that he be replaced.

Reinier Shipping appealed to the National Labor Relations Commission (NLRC) but on February 22, 2002 the latter affirmed the Labor Arbiter's decision.

The due date to file a petition for special civil action of *certiorari* before the Court of Appeals (CA) fell on July 26, 2002, a Friday, but Reinier Shipping succeeded in obtaining an extension of 15 days, which period counted from July 26 began to run

on July 27, a Saturday, and fell due on August 10, a Saturday. Reinier Shipping filed its petition on the following Monday, August 12, 2002.

On November 11, 2002 the CA dismissed the petition for having been filed out of time.^[1] The CA ruled that Reinier Shipping violated Supreme Court's A.M. 00-2-14-SC. Since August 10, 2002, the last day of the extended period, fell on a Saturday, automatic deferment to the next working day did not apply and Reinier Shipping should have filed its petition before August 10, a Saturday, considering that the court is closed on Saturdays.

Issue Presented

Reinier Shipping filed the present petition raising the issue of whether or not the CA erred in dismissing its petition for having been filed out of time.

The Court's Ruling

A.M. 00-2-14-SC clarifies the application of Section 1, Rule 22 of the Rules of Court when the last day on which a pleading is due falls on a Saturday, Sunday, or legal holiday and the original period is extended.^[2] The clarification states:

Whereas, the aforecited provision applies in the matter of filing of pleadings in courts when the due date falls on a Saturday, Sunday, or legal holiday, in which case, the filing of the said pleading on the next working day is deemed on time;

Whereas, the question has been raised if the period is extended *ipso jure* to the next working day immediately following where the last day of the period is a Saturday, Sunday or legal holiday so that when a motion for extension of time is filed, the period of extension is to be reckoned from the next working day and not from the original expiration of the period;

NOW THEREFORE, the Court Resolves, for the guidance of the Bench and the Bar, to declare that Section 1, Rule 22 speaks only of "the last day of the period" so that when a party seeks an extension and the same is granted, **the due date ceases to be the last day** and hence, the provision no longer applies. Any extension of time to file the required pleading should therefore be counted from the expiration of the period **regardless of the fact that said due date is a Saturday, Sunday or legal holiday.** (Emphasis supplied)

Reinier Shipping's last day for filing its petition fell on July 26, a Friday. It asked for a 15-day extension before the period lapsed and this was granted. As it happened, 15 days from July 26 fell on August 10, a Saturday. The CA held that Reinier Shipping should have filed its petition before August 10 (Saturday) or at the latest on August 9 (Friday) since, in an extended period, the fact that the extended due date (August 10) falls on a Saturday is to be "disregarded." Reinier Shipping has no right to move the extended due date to the next working day even if such due date fell on a Saturday. Since the courts were closed on August 10 (Saturday), Reinier Shipping should have filed its petition, according to the CA, not later than Friday,