557 Phil. 679

SECOND DIVISION

[G.R. No. 156978, August 24, 2007]

ABOITIZ SHIPPING CORPORATION, PETITIONER, VS. NEW INDIA ASSURANCE COMPANY, LTD., RESPONDENT.

RESOLUTION

QUISUMBING, J.:

In its Motion for Reconsideration,[1] petitioner seeks the reversal of this Court's Decision[2] dated May 2, 2006, and the referral of this case to the Court En Banc allegedly due to its inconsistency with the rulings in *Monarch Insurance Co., Inc. v. Court of Appeals*[3] and *Aboitiz Shipping Corporation v. General Accident Fire and Life Assurance Corporation, Ltd.*[4] *(GAFLAC)*.

The pertinent facts are undisputed.

On October 31, 1980, *M/V P. Aboitiz*, a vessel owned by petitioner, sank on her voyage from Hong Kong to Malaysia. Respondent is the insurer of the lost cargoes loaded on board *M/V P. Aboitiz* and consigned to General Textile, Inc. After respondent indemnified General Textile, Inc., it was subrogated to its rights, interests and actions against petitioner.

Respondent filed an action docketed as Civil Case No. 82-1475 before the Regional Trial Court of Manila, Branch 36, for recovery against petitioner, among others, claiming P142,401.60 as actual damages, attorney's fees, exemplary damages and costs of suit. On November 20, 1989, the trial court held petitioner liable for the total value of the lost cargoes instead of applying the doctrine of limited liability.[5] The Court of Appeals affirmed *in toto* the trial court's decision and denied petitioner's motion for reconsideration.[6]

Petitioner elevated the case to this Court raising the issue of whether the doctrine of limited liability, which limits respondent's award of damages to its pro rata share in the insurance proceeds, applies in this case.[7] In our May 2, 2006 Decision, we denied the petition for lack of merit and affirmed the decision of the Court of Appeals holding petitioner liable for the total value of the lost cargo.[8]

Hence, this Motion for Reconsideration, raising the following as issues:

I.

> THE DECISION DISREGARDED THE EARLIER RULINGS OF THIS HONORABLE COURT IN GAFLAC (217 SCRA 259) AND THE MONARCH CASES (333 SCRA 71), WHERE BOTH HELD THAT ABOITIZ' LIABILITY IS

LIMITED TO THE VALUE OF THE INSURANCE PROCEEDS NOTWITHSTANDING THE FINDING THAT ABOITIZ WAS AT FAULT.

II.

THE DECISION VIOLATES PARAGRAPH 3, SECTION 4 OF ARTICLE VIII OF THE CONSTITUTION WHICH STATES IN PART THAT - "*NO DOCTRINE OR PRINCIPLE OF LAW LAID DOWN BY THE COURT IN A DECISION RENDERED EN BANC OR IN DIVISION MAY BE MODIFIED OR REVERSED EXCEPT BY THE COURT SITTING EN BANC*." (CITATIONS OMITTED.)[9]

Simply, the issue is: Did the May 2, 2006 Decision modify or reverse the rulings in *Monarch* and *GAFLAC* contrary to Section 4(3)[10] of Article VIII of the Constitution?

Petitioner seeks the referral of this case to the Court *En Banc* alleging that our May 2, 2006 Decision modified or reversed the doctrines in *GAFLAC* and *Monarch*, where we ruled that petitioner's liability was limited to the claimants' *pro rata* share in the insurance proceeds in view of the doctrine of limited liability. Invoking Section 4(3) of Article VIII of the Constitution, petitioner contends that no doctrine or principle laid down by the Court in a decision rendered in division may be modified or reversed, except by the Court sitting *En Banc*.

Respondent counters that petitioner should be held liable for the total value of the lost cargo. It insists that the doctrine of limited liability does not apply because petitioner was found negligent.

We are not swayed to reconsider.

Petitioner's arguments are mere rehash of those already submitted to and pronounced without merit by this Court in our May 2, 2006 Decision. The basic issues have already been passed upon and the motion discloses no cogent reason to warrant modification of our May 2, 2006 Decision. For all litigation must come to an end at some point, the Court *En Banc* should be shielded from the importunings of litigants who resort to the convenience of an appeal to the Court *En Banc* merely to hamper or delay the final resolution of the case. The Court *En Banc* is not an appellate court to which our May 2, 2006 Decision may be appealed under the present circumstances.

A perusal of *GAFLAC* and *Monarch vis-á-vis* the instant case will show that our May 2, 2006 Decision did not modify or reverse the doctrines in *GAFLAC* and *Monarch*. The factual findings of this case were different from *GAFLAC*, which precludes this Court to apply the principles enunciated therein. Here, petitioner was found concurrently negligent with the ship captain and crew, while in *GAFLAC*, there is no such finding. Then the peculiar circumstances in *Monarch* called for the application of the doctrine of limited liability, as we have extensively discussed in our May 2, 2006 Decision.

We need only to stress that from the nature of their business and for reasons of public policy, common carriers are bound to observe extraordinary diligence over the goods they transport according to all the circumstances of each case.[11] In the