

THIRD DIVISION

[G.R. No. 151833, August 07, 2003]

ANTONIO M. SERRANO, PETITIONER, VS. GALANT MARITIME SERVICES, INC., MARLOW NAVIGATION CO., LTD. AND NATIONAL LABOR RELATIONS COMMISSION, RESPONDENTS.

R E S O L U T I O N

SANDOVAL-GUTIERREZ, J.:

At bar is a petition for review on *certiorari* seeking the reversal of the Resolutions dated January 31, 2001^[1] and December 18, 2001^[2] of the Court of Appeals outrightly dismissing the petition for certiorari filed by Antonio M. Serrano, herein petitioner, for his failure to attach therewith copies of all relevant pleadings and documents necessary in resolving the merits of the petition.

The controversy stemmed from the complaint for illegal dismissal filed with the Office of the Labor Arbiter by petitioner against Galant Maritime Services, Inc. and Marlow Navigation Co., Ltd., respondents. The complaint was docketed as NLRC NCR OCW (M)-98-07-0818.

After the submission of the parties' respective position papers and other responsive pleadings, the Labor Arbiter rendered a decision^[3] dated July 15, 1999 in favor of petitioner. The dispositive portion reads:

"WHEREFORE, premises considered, judgment is hereby rendered declaring that the dismissal of the complainant by the respondents in the above-entitled case was illegal and the respondents are hereby ordered to pay the complainant, jointly and severally, in Philippine Currency, based on the rate of exchange prevailing at the time of payment, the amount of EIGHT THOUSAND SEVEN HUNDRED SEVENTY U.S. DOLLARS (US \$8,770.00), representing the complainant's salary for three (3) months of the unexpired portion of the aforesaid contract of employment.

"The respondents are likewise ordered to pay the complainant, jointly and severally, in Philippine Currency, based on the rate of exchange prevailing at the time of payment, the amount of FORTY FIVE U.S. DOLLARS (US \$ 45.00), representing the complainant's claim for a salary differential. In addition, the respondents are hereby offered to pay the complainant, jointly and severally, in Philippine Currency, at the exchange rate prevailing at the time of payment, the complainant's claim for attorney's fees equivalent to ten percent (10%) of the total amount awarded to the aforesaid employee under this Decision.

"The claims of the complainant for moral and exemplary damages are hereby DISMISSED for lack of merit.

"All other claims are hereby DISMISSED.

"SO ORDERED."

Both parties appealed to the National Labor Relations Commission (NLRC).

On June 15, 2000, the NLRC promulgated a decision affirming in part the Arbiter's decision, thus:

"WHEREFORE, the Decision dated 15 July 1999 is MODIFIED. Respondents are hereby ordered to pay complainant, jointly and severally, in Philippine currency, at the prevailing rate of exchange at the time of payment the following:

- | | | |
|----|-------------------------|----------------------|
| 1. | Three (3) months salary | |
| | \$1,400 x 3 | US \$4,200.00 |
| 2. | Salary differential | 45.00 |
| | | <u>US \$4,245.00</u> |
| 3. | 10% Attorney's fees | 424.50 |
| | | TOTAL US \$4,669.50 |
| | | Vvvvvvvvvvvvv |

"The other findings are affirmed.

"SO ORDERED."

Unsatisfied, petitioner filed a motion for partial reconsideration^[4] but the NLRC, in a resolution dated July 31, 2000, denied the same.

As a consequence, petitioner filed with the Court of Appeals a petition for certiorari alleging that the NLRC committed grave abuse of discretion in limiting the award of backwages to three (3) months and deleting the award for overtime and vacation leave pay, in violation of his constitutional right to due process, equal protection and non-impairment of contract.

However, in a Resolution dated January 31, 2001, the Court of Appeals dismissed the petition outright for petitioner's failure to attach therewith copies of all relevant and pertinent pleadings and documents necessary in the judicious resolution of its merits.

On February 28, 2001, petitioner filed a motion for reconsideration^[5] but was denied.

Hence, this petition for review on certiorari alleging that the Appellate Court erred in dismissing the petition for certiorari on pure technicality.

In his comment, respondent averred that the Court of Appeals should not be faulted for dismissing the petition as it did not comply with the Rules.

It bears stressing at the outset that "(c)ertiorari, being an extraordinary remedy, the party who seeks to avail of the same must strictly observe the rules laid down by