



Republic of the Philippines
Supreme Court
Manila

FIRST DIVISION

NOTICE

Sirs/Mesdames:

Please take notice that the Court, First Division, issued a Resolution dated February 15, 2022 which reads as follows:

“G.R. No. 255363 — SECRET INVESTIGATION & SECURITY CORPORATION, Herein Represented by ROBERTO D. ROQUE, petitioner, versus UNIVERSAL ROBINA CORPORATION-CANLUBANG PLANT, ALLAN D. SURPOSA, JONATHAN BERNARDO and APOLONIO DE RAMOS, respondents.

The petitioner’s motion for an extension of thirty (30) days within which to file a petition for review on *certiorari* is **GRANTED**, counted from the expiration of the reglementary period.

After reviewing the present Petition for Review on *Certiorari*¹ (Petition) filed by petitioner Secret Investigation & Security Corporation (SISCOR), the Court resolves to **DENY** the Petition, and **AFFIRM** the February 24, 2020 Decision and January 15, 2021 Resolution² of the Court of Appeals (CA) in CA-G.R. CV No. 111773, which affirmed the April 20, 2018 Decision³ of the Regional Trial Court (RTC), Branch 155, Pasig City, in Civil Case No. 72046-PSG.

First, SISCOR, in disregard of the rules of procedure, failed to attach a clearly legible duplicate original or certified true copy of the February 24, 2020 Decision of the CA denying SISCOR’s appeal. As held in *Macapagal v. People*,⁴ this requirement is aimed at facilitating

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¹ *Rollo*, pp. 8-18.

² *Id.* at 91-95. Penned by Associate Justice Walter S. Ong, with Associate Justices Mariflor P. Punzalan Castillo and Victoria Isabel A. Paredes concurring.

³ *Id.* at 63-78. Penned by Judge Maria Gracia A. Cadiz-Casaclang.

⁴ G.R. No. 193217, February 26, 2014, 717 SCRA 425.

the review and evaluation of the petition, and one's failure to comply with this requirement shall already be sufficient ground for its dismissal.⁵

Second, it is apparent from SISCOR's allegations that the Petition raises questions of fact that are not generally cognizable in a Rule 45 petition, to wit: 1) whether SISCOR complied with the conditions for payment under the Contract of Security Services⁶ (Contract) dated August 4, 2005 between respondent Universal Robina Corporation-Canlubang Plant (URC) and SISCOR;⁷ 2) whether it was the refusal of URC to pay the billings which caused "[c]ertain payments for the benefits of the guards [to be] delayed";⁸ 3) whether it was URC's non-payment of the service fees for about one year which "primarily" caused the filing of the claim of the security guards, which resulted in the adverse judgment of the Department of Labor and Employment (DOLE) Region IV-A in Labor Case No. RO400-0602-CI-008-033;⁹ 4) whether all the wages and benefits of the guards have already been settled, as evidenced by the voluntary payment by URC of the Php173,996.20 in back wages levied by the DOLE in its Writ of Execution¹⁰ in Labor Case No. RO400-0602-CI-008-033;¹¹ and 5) whether SISCOR "had no choice but to accede to [URC's] conditions," thus making the Contract between the parties a contract of adhesion.¹²

It bears reiterating that a petition for review on *certiorari* "shall raise only questions of law which must be distinctly set forth."¹³ In *Angeles v. Pascual*,¹⁴ the Court held:

x x x In appeal by *certiorari*, therefore, only questions of law may be raised, because the Supreme Court is not a trier of facts and does not normally undertake the re-examination of the evidence presented by the contending parties during the trial. The resolution of factual issues is the function of lower courts, whose findings thereon are received with respect and are binding on the Supreme Court subject to certain exceptions. A question, to be one of law, must not involve an examination of the probative value of the evidence presented by the litigants or any of them. There is a

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⁵ Id. at 431; RULES OF COURT, Rule 45, Sec. 5.
⁶ *Rollo*, pp. 28-32.
⁷ Id. at 13.
⁸ Id.
⁹ Id. at 14, 53-56.
¹⁰ Id. at 53-56.
¹¹ Id. at 13.
¹² Id. at 14.
¹³ RULES OF COURT, Rule 45, Sec. 1.
¹⁴ G.R. No. 157150, September 21, 2011, 658 SCRA 23.

question of law in a given case when the doubt or difference arises as to what the law is on certain state of facts; there is a question of fact when the doubt or difference arises as to the truth or falsehood of alleged facts.

Whether certain items of evidence should be accorded probative value or weight, or should be rejected as feeble or spurious; or whether or not the proofs on one side or the other are clear and convincing and adequate to establish a proposition in issue; whether or not the body of proofs presented by a party, weighed and analyzed in relation to contrary evidence submitted by adverse party, may be said to be strong, clear and convincing; whether or not certain documents presented by one side should be accorded full faith and credit in the face of protests as to their spurious character by the other side; whether or not inconsistencies in the body of proofs of a party are of such gravity as to justify refusing to give said proofs weight—all these are issues of fact. Questions like these are not reviewable by the Supreme Court whose review of cases decided by the CA is confined only to questions of law raised in the petition and therein distinctly set forth.¹⁵

While the Court recognizes several exceptions to the foregoing rule, the Petition failed to prove, much less allege, that any was attendant.

Third, even assuming that the Court were inclined to entertain said factual matters, the Court nevertheless finds that the RTC and the CA, respectively, did not err in dismissing SISCOR's complaint and in denying the latter's appeal.

To recall, reciprocal obligations are those which are created or established at the same time, out of the same cause, and which result in mutual relationships of creditor and debtor between the parties; and their outstanding characteristic is reciprocity arising from identity of cause by virtue of which one obligation is a correlative of the other.¹⁶ As such, in reciprocal obligations, neither party incurs in delay if the other does not comply or is not ready to comply in a proper manner with what is incumbent upon him. However, from the moment one of the parties fulfills his or her obligation, delay by the other begins.¹⁷

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¹⁵ Id. at 28-29; citations omitted.

¹⁶ *Vito v. Moises-Palma*, G.R. No. 224466, March 27, 2019, 899 SCRA 122, 148, citing Jurado, Desiderio P., COMMENTS AND JURISPRUDENCE ON OBLIGATIONS AND CONTRACTS 42-43 (9th Rev. Ed. 1987).

¹⁷ *Consolidated Industrial Gases, Inc. v. Alabang Medical Center*, G.R. No. 181983, November 13, 2013, 709 SCRA 409, 423. Article 1169 of the Civil Code provides: "In reciprocal obligations, neither party incurs in delay if the other does not comply or is not ready to comply in a proper manner with what is incumbent upon him. From the moment one of the parties fulfills his obligation, delay by the other begins."

Under Article 1191 of the Civil Code, in reciprocal obligations, in case one of the obligors fails to comply with what is incumbent upon him or her, the injured party is given a choice between fulfillment or rescission of the obligation, with damages in either case.¹⁸

Here, the parties entered into a contract for security services which is a reciprocal obligation to do and to give. SISCOR undertook, for a definite period, to render security services to URC by furnishing the necessary number of qualified security guards to secure and protect URC's premises.¹⁹ In consideration of the said services, URC undertook to pay SISCOR, on a semi-monthly basis during the term of the Contract, an agency fee based on the parties' approved hourly rates.²⁰

However, under Paragraphs 7²¹ and 9²² of the Contract,

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¹⁸ See *Areola v. Court of Appeals*, G.R. No. 95641, September 22, 1994, 236 SCRA 643, 653-654.

¹⁹ *Rollo*, pp. 28-29. Paragraphs 1, 2 and 3 of the Contract.

²⁰ *Id.* at 30. Paragraph 6 of the Contract.

²¹ *Id.* Paragraph 7 of the Contract states:

7. It is expressly understood and agreed that all security guards of [SISCOR] assigned to and posted at [URC] premises shall[,] in no case[,] be considered as employees of [URC]; that such security guards are, for all intents and purposes, the employees of [SISCOR] and[,] as such[,] the latter shall be solely responsible for any claim for death, personal injury, or damage arising from and in the course of the performance of their duties and responsibilities; that [SISCOR] shall pay the wages, salaries and other compensations and emoluments of the guards assigned to [URC]. In accordance with the provisions of the Labor Code and its implementing rules and regulations, including night shift differentials, overtime and holiday compensation, service incentive leave pay and other benefits; and [SISCOR] shall assume full responsibility for the compliance with the provisions of the Social Security System (SSS), Employees Compensation Commission (ECC), Medicare, and other similar laws, as well as for the proper administration, discipline and proper performance of the duty of the security guards.

In the event of a suit filed against [URC], brought by any such employee of [SISCOR], or by any government [office] or agency or any other person or entity on the theory that [URC] is the employer of such employee, [SISCOR] shall:

- a. assist [URC] in defending this contract as independent contractorship agreement;
- b. seek for the dismissal of the action against [URC]; and
- c. hold the latter free and harmless against any judgment which may be made against [URC] in favor of said person, assuming all liability arising therefrom.

The institution of any legal action against [URC], as specified above, shall be a ground for the termination of this Contract.

²² *Id.* Paragraph 9 of the Contract states:

9. [SISCOR] shall hold [URC] free and harmless from any liability occasioned by acts of the employees of [SISCOR] or, from any action arising from or by virtue of [SISCOR's] employment of its personnel or in any instance whatsoever where [URC] may be impleaded as party by reason of this Contract.

SISCOR also undertook, as employer of the security guards, to pay the full wages and salaries of the assigned security guards, to comply with all relevant labor laws, and to hold URC free and harmless against any judgment or liability arising from suits filed by SISCOR employees against URC on the “theory that [URC] is the employer of such employee[s].”²³ Notably, to ensure SISCOR’s compliance with the foregoing, Paragraph 6²⁴ of the Contract provides that payment for the services rendered shall be made only upon SISCOR’s compliance with the following conditions: (i) presentation of the bills for payment; (ii) presentation of proof of full payment of all the salaries and wages of all the security guards, inclusive of their individual rates, withholding tax, Social Security System contributions, contributions for Pag-Ibig/Home Development Mutual Fund and all other government-required employees’ benefits; and (iii) submission of an affidavit by SISCOR’s President/General Manager/Security Director attesting thereto.²⁵

Thus, it is readily apparent that the Contract imposed a number of conditions, in addition to SISCOR’s primary prestation to render security services, before SISCOR may properly demand the payment of service fees. In other words, in order for SISCOR’s cause of action for service fees to arise, there must be a showing that the requirements set forth under Paragraph 6 of the Contract have likewise been complied with. Absent proof of SISCOR’s compliance with the said conditions, URC may not be deemed in default and, corollarily, SISCOR cannot demand specific performance. After all, an obligation cannot be enforced unless the plaintiff has fulfilled the conditions upon which it is premised.²⁶

Here, SISCOR indubitably failed to prove its compliance with the aforementioned conditions. It did not, at all, present proof that it had paid all the salaries and benefits of its security guards. It also did

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²³ Id. at 77.

²⁴ Id. at 30. Paragraph 6 of the Contract states:

6. MODE OF PAYMENT – For and in consideration of the services to be rendered by [SISCOR] to [URC], the latter undertakes to pay the former, during the term of this contract on a semi-monthly basis or every fifteen days of the month, its agency fee based on approved Regional Hourly Rates of [URC] x x x and conformed by [SISCOR]. PROVIDED, HOWEVER, that payment for the services rendered shall be made only upon presentation of the bills for payment, presentation of the proof of full payment of all the salaries and wages of all the guards[,] inclusive of their individual rates, Withholding Tax, SSS contributions, Pag-Ibig/Home Development [Mutual] Fund and all other government required employees['] benefits and submission of affidavit by the President/General Manager/Security Director attesting thereto. (Emphasis omitted)

²⁵ Id.

²⁶ *Gonzales v. Heirs of Thomas and Paula Cruz*, G.R. No. 131784, September 16, 1999, 314 SCRA 585, 587.

not present any affidavit attesting to such payment, as prescribed under Paragraph 6 of the Contract. Instead, it only presented service billings, which, according to the RTC, even lacked probative weight as neither of SISCOR's two witnesses had personal knowledge of the details stated in the said service billings.²⁷ Worse, in light of SISCOR's failure to pay the salaries and benefits of its employees, URC even incurred liability as a result of the inspection complaint filed by the said security guards. Undoubtedly therefore, SISCOR lacks just cause to demand payment considering that SISCOR, on its part, failed to comply with its undertakings under Paragraphs 6, 7 and 9 of the Contract.

On this score, SISCOR is also egregiously mistaken in asserting that "[URC] cannot rightfully expect [SISCOR] to pay the salaries of the guards when they have not yet paid the service billings [since] [t]he amount to be collected consist[s] [of] the salaries of the guards."²⁸ Based on the express terms of the Contract, it is undoubtedly clear that it was SISCOR's obligation, not URC's, to pay the salaries and benefits of the assigned security guards and, in order to claim service fees, to present proof of such payment. Verily, as correctly noted by the lower courts, SISCOR simply failed to point out any provision of the Contract which URC had breached first.²⁹

Likewise incongruous is SISCOR's argument that URC's payment of the Php173,996.20 levied by the DOLE constitutes a "judicial admission" of URC's liability to pay SISCOR service fees.³⁰ Evidently, that URC paid, as indirect employer, the amount levied by the DOLE³¹ does not prove that the conditions under Paragraph 6 of the Contract have been complied with. Rather, it actually buttresses the lower courts' uniform finding that SISCOR's cause of action for the payment of service fees has not yet accrued,³² and further supports the conclusion that URC had every reason to withhold payment of such service fees, pursuant to Paragraph 11³³ of the

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²⁷ *Rollo*, pp. 74-75.

²⁸ *Id.* at 14.

²⁹ *Id.* at 92-93.

³⁰ *Id.* at 12-13.

³¹ *Id.* at 48, 57.

³² *Id.* at 74-75.

³³ *Id.* at 31. Paragraph 11 of the Contract states:

11. In case any claim is filed in connection with this Contract, before the Court, tribunal or any other government agency or with [URC], in which [URC] might eventually be held liable for, the latter shall have the exclusive option to hold the service fees for [SISCOR]. This shall be understood to be without prejudice to any other remedy, which [URC] may pursue against [SISCOR]. However, no liability shall attach upon [URC] should the latter fail to exercise such option.

Contract.³⁴ As well, as aptly pointed out by the CA, the Php173,996.20 levied by the DOLE as back wages is “manifestly distinct” from the amount of Php458,496.01 being sought by SISCOR as service fees.³⁵

All told, the Petition presents no cogent justification for the reversal of the February 24, 2020 Decision and January 15, 2021 Resolution of the CA in CA-G.R. CV No. 111773. SISCOR’s Petition must perforce be denied.

WHEREFORE, premises considered, the Petition is **DENIED**.

SO ORDERED.”

By authority of the Court:


LIBRADA C. BUENA
Division Clerk of Court *pk-113*

by:

MARIA TERESA B. SIBULO
Deputy Division Clerk of Court
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³⁴ Id. at 76-77.

³⁵ Id. at 93.

