



Republic of the Philippines  
**Supreme Court**  
Manila

**THIRD DIVISION**

**REINIER PACIFIC INTERNATIONAL SHIPPING, INC. and NEPTUNE SHIP MANAGEMENT SVCS., PTE., LTD.,**

Petitioners,

Present:

- versus -

VELASCO, JR., *J.*, *Chairperson*,  
PERALTA,  
ABAD,  
MENDOZA, and  
LEONEN, *JJ.*

**CAPTAIN FRANCISCO B. GUEVARRA,**  
substituted by his heirs,  
Respondents.

Promulgated:

JUN 19 2013

x

x

***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.<sup>1</sup> 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.

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<sup>1</sup> CA-G.R. SP 71861; Resolution penned by now Supreme Court Associate Justice Martin S. Villarama, Jr. and concurred in by Associate Justices Godardo A. Jacinto and Mario L. Guariña III.

### 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.<sup>2</sup> 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, August 9.

But this is obviously wrong since it would mean compelling Reinier Shipping to file its petition one day short of the 15-day extension granted it. That would unjustly deprive it of the full benefit of that extension. Since its new due date fell on a Saturday when courts are close, however, the clear

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<sup>2</sup> In computing any period of time prescribed or allowed by these Rules, or by order of the court, or by any applicable statute, the day of the act or event from which the designated period of time begins to run is to be excluded and the date of performance included. If the last day of the period, as thus computed, falls on a Saturday a Sunday, or a legal holiday in the place where the court sits, the time shall not run until the next working day.

language of Section 1, Rule 21, applies. This gives Reinier Shipping up to Monday (August 12), the next working day, within which to file its petition.

The clarification provided in A.M. 00-2-14-SC actually covers a situation where the due date falls on a Saturday, Sunday, or holiday. Precisely, what such clarification wanted to address is the erroneous claim that “the period of extension” in such a case “is to be reckoned from the next working day and not from the original expiration of the period.” The correct rule, according to the clarification, is that “[a]ny extension of time to file the required pleading should x x x be counted from the expiration of the period **regardless of the fact that said due date is a Saturday, Sunday or legal holiday.**”

For example, if a pleading is due on July 10 and this happens to be a Saturday, the time for filing it shall **not run**, applying Section 1 of Rule 21, on July 10 (Saturday) nor on July 11 (Sunday) but will resume to run on the next working day, which is July 12 (Monday). The pleading will then be due on the latter date. If the period is extended by 10 days, such 10 days will be counted, not from July 12 (Monday) but from the original due date, July 10 (Saturday) “**regardless of the fact that said due date is a Saturday.**” Consequently, the new due date will be 10 days from July 10 or precisely on July 20. As stated above, the situation of Reinier Shipping is different.

**WHEREFORE**, the Court **REVERSES and SETS ASIDE** the Court of Appeals’ Resolutions in CA-G.R. SP 71861 dated November 11, 2002 and January 23, 2003 and **DIRECTS** it to give due course to petitioner Reinier Pacific International Shipping, Inc.’s petition before it.

**SO ORDERED.**

  
**ROBERTO A. ABAD**  
Associate Justice

**WE CONCUR:**

  
**PRESBITERO J. VELASCO, JR.**  
Associate Justice  
Chairperson



**DIOSDADO M. PERALTA**  
Associate Justice



**JOSE CATRAL MENDOZA**  
Associate Justice



**MARVIC MARIO VICTOR F. LEONEN**  
Associate Justice

***ATTESTATION***

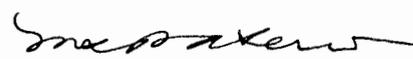
I attest that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.



**PRESBITERO J. VELASCO, JR.**  
Associate Justice  
Chairperson, Third Division

***CERTIFICATION***

Pursuant to Section 13, Article VIII of the Constitution and the Division Chairperson's Attestation, I certify that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.



**MARIA LOURDES P. A. SERENO**  
Chief Justice