

100 Phil. 789

[ G.R. No. L-7586. January 30, 1957 ]

**NARCISA B. DE LEON, LVN PICTURES, INC., SAMPAGUITA PICTURES, INC.,  
LEBRAN PICTURES, INC., AND PREMIER PICTURES, INC., PLAINTIFFS AND  
APPELLANTS, VS. NATIONAL LABOR UNION, EULOGIO R. LERUM, JOSE  
HERNANDEZ, ALEJANDRO BARTOLOME, NICOLAS CABRERA, JOSE RAMOS, ET  
AL., DEFENDANTS AND APPELLEES.**

## **D E C I S I O N**

### **PADILLA, J.:**

Plaintiffs sought to recover damages and an injunctive relief in the court below which was issued preliminarily upon compliance with the provisions of the rules on the matter, upon the ground that the defendants, with the exception of the National Labor Union, Eulogio R. Lerum and Jose J. Hernandez, the latter two being the president and secretary of the union, had been picketing the Dalisay Theater, owned by Narcisa B. de Leon and ran and operated by her co-plaintiffs, since the time it was reopened on 10 January 1952, the purpose of the picketing being to secure reinstatement to their respective jobs in the theater when it was run and operated by the Filipino Theatrical Enterprises, then a lessee of the parcel of land owned by plaintiff Narcisa B. de Leon on which the theater was erected, since 14, April 1949.

The defendants denied the allegations in paragraphs 8, 9, 10 and 11 of the amended complaint and filed a cross-claim for damages estimated at P200 daily which was denied by the plaintiffs in their reply.

After hearing the trial court dismissed the plaintiffs' complaint and the defendants' cross-claim and dissolved the writ of preliminary injunction theretofore issued, without pronouncement as to costs. From this judgment the plaintiffs appealed to this Court for the reason that the appeal would raise only questions of law. The first amended complaint was again amended but the allegations of the second amended complaint, mistakenly entitled "first amended complaint" is substantially the same as the previous one.

The trial court found:

The plaintiff Narcisa B. de Leon is the owner of a parcel of land in which stands the Dalisay Theater at 617-619 Rizal Avenue, Manila; that prior to April 14, 1949, said theater was operated jointly by the motion picture firms known as the plaintiffs LVN Pictures, Inc., Premier Productions and the Sampaguita Pictures, Inc., as lessees thereof; that on April 14, 1949, Narcisa B. de Leon leased the aforesaid parcel of land to the Filipino Theatrical Enterprises, Inc., who on that date had become the owners of the building, known as Dalisay Theater; that the lease contract provided that the lessor of the land, Narcisa B. de Leon, would become the owner of the building, together with all the equipment and accessories, at the expiration of the lease; that during the terms of the lease, beginning April 14, 1949, the Filipino Theatrical Enterprises, Inc., operated the theater; that defendants, except the National Labor Union, Eulogio Lerum and Jose Hernandez, were all employees of the Filipino Theatrical Enterprises, Inc., from April 1949 to August 14, 1951, and said employees worked at the Dalisay Theater during this period by reason of such employment; that on July 12, 1951, shortly before the expiration of the aforesaid lease, the Filipino Theatrical Enterprises, Inc., notified its employees of the termination of their employment with it, effective August 14, 1951; that on August 15, 1951, after the expiration of said lease, the full and complete possession of the theater building was delivered and turned over to the plaintiff Narcisa B. de Leon who immediately demolished the building and on the same site she constructed and finished, after several months of continuous work the new Dalisay Theater Building; that on August 31, 1951, plaintiff Narcisa B. de Leon executed a contract with her co-plaintiffs for the operation of the new Dalisay Theater as a joint venture among them, whereby the latter would exhibit their pictures in said theater; that on January 10, 1952, plaintiffs opened the new Dalisay Theater and began exhibiting films therein, with a new set of personnel, retaining only the services of four old employees; that on the last-mentioned date when plaintiffs reopened the Dalisay Theater for business about thirty persons among whom were the herein defendants, except the defendants Eulogio Lerum and Jose Hernandez, all members of the National Labor Union, picketed the plaintiffs at the said theater on 617-619 Rizal Avenue, Manila, from 9:00 a.m. to 2:30 p.m., more or less, by walking to and from on the sidewalk fronting the lobby of the theater and displaying placards which bore the slogans: "Do not patronize the Dalisay Theater," "Dalisay Theater is unfair to

labor.” “Have mercy on the picketeers” “and Sympathize with us,” and others; that defendants during the picketing tried to persuade patrons or customers of the Dalisay Theater to refrain from buying tickets or seeing the show because the cine’s management is unfair to its employees, and to sympathize with the picketeers; that after the defendants Jose Ramos and Enrique Montoya had left the lobby of the theater, the iron grill door which separates the theater lobby from the sidewalk was closed, thereby confining the picketing in the sidewalk; that the picketing was done by defendants so that they might be re-employed in the Dalisay Theater; that due to the picketing at the Dalisay Theater, the box office receipts of said theater for January 10, 1952, amounted only to about P1,250; and that a premier showing of such a film like “DIMAS” would ordinarily earn a P2,500 gross receipt for the theater.

The Court finds that the acts of the defendants complained of in this case, which consisted only in walking slowly and peacefully back and forth on the public sidewalk in front of the premises of the Dalisay Theater and displaying placards publicizing the dispute between the theater management and the picketeers, were not such as to disturb the public peace at the place. There was no clear and present danger of destruction to life or property or of other forms of breach of the peace.

In this case, it is undisputed that after defendants were dismissed or laid off from their work at the old Dalisay Theater by the Filipino Theatrical Enterprises, Inc., the showhouse came under a totally different management when it was reopened on January 10, 1952. There was no existence of a relationship of employers and employees between plaintiffs and defendants, although defendants’ purpose in picketing plaintiffs was for the defendants’ reinstatement of their services in the new Dalisay Theater under the new Management. \* \* \*

Picketing peacefully carried out is not illegal even in the absence of employer-employee relationship[1] for peaceful picketing is a part of the freedom of speech guaranteed by the Constitution.[2]

The judgment appealed from is affirm without pronouncement as to costs.

*Paras, C. J., Bengzon, Montemayor, Bautista Angelo, Labrador, Concepcion, Reyes, J. B. L.*

*Endencia*, and *Felix, JJ.*, concur.

*Reyes, A., J.*, concurs in the result.

---

[1] *Senn vs. Tile Layers Protective Union*, 301 U. S. 468; *Thorn-hill vs. Alabama*, 310 U. S. 88; *American Federation of Labor vs. Swing*, 312 U. S. 321; *Bridges vs. California*, 314 U. S. 252; *Bakery and Pastry Drivers vs. Wohl*, 315 U. S. 769; *Cafeteria Employees Union vs. Angelos*, 320 U. S. 293; *Shelley vs. Kramer*, 334 U. S. 1.

[2] *Mortera vs. Court of Industrial Relations*, 45 Off. Gaz. 1714, 1719; *Thornhill vs. Alabama*, *supra*; *American Federation of Labor vs. Swing*, *supra*; *Bakery & Pastry Drivers vs. Wohl*, *supra*; *Cafeteria Employees Union vs. Angeles*, *supra*.

---

Date created: October 13, 2014