

PHILIPPINE LAND-AIR-SEA LABOR UNION (PLASLU), PETITIONER, VS. CEBU PORTLAND CEMENT COMPANY AND THE COURT OF INDUSTRIAL RELATIONS, RESPONDENTS.

G.R. No. L-7296. April 30, 1955

Ponente: LABRADOR, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/2054aa69d237/>

LABRADOR, J.:

This action has come before us on two different occasions. In the first, review was sought of the decision of the Court of Industrial Relations granting, among others, three concessions to the petitioner, namely, (a) increase of wages of laborers, (h) increase of the contract price for the hauling of coal, and (f) award of 15 days vacation leave and 15 days sick leave with pay to all employees and laborers, except piece workers. The awards were affirmed in this Court, and when the record was returned to the court below, petitioner filed a motion with the latter, praying that the respondent company be ordered to deposit with the court all differential salaries and wages of employees and laborers under demands (a) and (h) (Annex B). This motion was granted in an order of the court below on February 21, 1952 wherein the following order was given:

"* * *, the Examiner of the Court or his representative is hereby Ordered to proceed to the offices of the Respondent Company, both in the City of Manila and in Tinaan, Naga, Cebu province, to determine the money value of all the rights, benefits and privileges awarded in the decision of this Court of April 27, 1951, especially with regard to Demand A and N and the concessions therein granted in Exhibit I of the Respondent; and to submit to this Court as early as possible the result of his examination of the Respondent's books for further consideration." (Annex C)

On July 8, 1952 the petitioner presented a "motion for execution of award", alleging that according to a partial report of the Court examiner the sum of P413,073.62 has already been determined as the total amount representing the money value of the rights, benefits and privileges pertaining and accruing to the petitioner's employees as of February 29, 1952, and praying that the said amount be deposited in the court, and that once deposit is made an examiner be ordered and authorized to distribute the said sum of money to the employees and workers of the company affected by the award (Annex D). This motion was granted and an order of the court, dated August 11, 1952, was entered, the pertinent portion of which is as follows:

"The respondent, Cebu Portland Cement Company, is hereby ordered to deposit with the Clerk of Court of this Honorable Court within ten (10) days after receipt of this order the amount of P413,073.62, as partially reported by the examiner of this Court." (Annex F).

Against this order, a petition for certiorari was also filed in this Court, but we resolved to dismiss the petition (Annex N). When the case was returned to the Court of Industrial Relations, the latter in an order of May 12, 1953 made the following resolution:

"In issuing the order directing the respondent to deposit the sum of P413,073.62, this Court was of the impression that the said amount represented the money value of all rights, benefits and privileges awarded in

the decision dated April 27, 1951, accruing to the members of the petitioning union and that the report of the Examiners of this Court was limited thereto. This belief of the Court was further strengthened by petitioner's 'Motion for Execution of Award' dated July 8, 1952, wherein it was stated that the sum of P413,073.62 represented 'the amount already determined as money value of all the rights, privileges and benefits accruing to petitioner's affiliates.'

"This Court now realizes that in issuing its order of August 11, 1952, it was misled by the Report of the Examiners and the motion of the petitioning union. Contrary to the order of February 21, 1952, wherein the Examiners of the Court were directed to determine the money value of all the rights, benefits and privileges awarded in the decision of this Court of April 27, 1951, especially with regard to Demands 'A' and 'H' and the concessions therein granted in Exhibit 'I' of the respondent', they incorporated in their report matters which have not been covered by the award.

"The report of the Examiners should have been limited to the salary and/or wage differential falling under Demands 'A' and 'H' accruing to the affiliates of the PLASLU for whose benefits this case is prosecuted and on whose account the writ of execution is being asked. The members of the Cement Workers' Union and the Philippine Coal Miners' Union are not contemplated nor embraced in the decision of this Court of April 27, 1951, because they have already been directly granted by the respondent similar concessions without intervention of this Court and upon which the award herein made had been based.

"With respect to demand F, the award was limited to a recognition of the right of laborers to 15 days sick leave and 15 days vacation leave with pay for every year of continuous and efficient service. It was not demanded by the petitioner that the money value of the leave earned by its affiliates should be commuted and paid but even if this were demanded, it was not agreed to by the respondent (See p. 3, Exhibit 'I' re demand 10 of Cement Workers' Union) and as the decision was based upon the concessions made in the Resolution of the respondent Board of Directors of January 14, 1949 (Exhibit T), no award was made for the commutation of the money value of the vacation and sick leave earned by the affiliates of the petitioning union. The Examiners of this Court, therefore, committed an error in including in the report the money value corresponding to this demand.

* * * * *

In view of the foregoing, the decision of April 27, 1951, stands, and the implementing order of deposit of August 11, 1952, is hereby modified as follows:

"1. The respondent is ordered to deposit with the Clerk of this Court the sum of P19,510.84 which is the amount already determined as money value of the rights, benefits and privileges accruing to the employees and laborers of the respondent by virtue of the award of this Court dated April 27, 1951, on Demands (a) and (h) of the petitioner.

"2. The money value of the vacation and sick leave standing to the credit of the officials and employees of the respondent as of February 29, 1952, in the amount of P393,652.78, is hereby declared specifically excluded from the said order of deposit. "Respondent's petition that the PLASLU submit to this Court the list of its affiliates who desire to go on leave and commute the money value of the vacation and sick leave standing to their credit is denied." (Annex U).

It will be seen that while in its order of August 11, 1952 the respondent court ordered the respondent company to deposit with its own Clerk of Court the sum of P413,073.62, in its subsequent order of May 12, 1953 only the sum of F19,510.84 was required to be deposited and the balance of P393,652.78 excluded from the order of deposit. And it is contended by petitioner that as the previous order had become final and executory, the respondent court exceeded its jurisdiction in modifying it. We find no merit in the above contention. The order of August 11, 1952 is not a final judgment or order determinative of an issue of act pending before the respondent court for decision. The examiner of the court had made a partial report on the supposed money value of certain awards made in the

decision of the court, and the court merely ordered the deposit of the supposed money value thereof. As to the correctness of the amounts included in the partial report, or whether they were actually due and payable or not to the members of the petitioning union, no determination by the respondent court thereof had been made, and neither were the parties given their day in court to contest the correctness of the amounts included or the right of the members of the petitioner to demand payment thereof to them. It was, therefore, merely an interlocutory order preparatory to the execution of the judgment awarding increase of wages and salaries, and in no sense a final judgment determinative of the amounts to which the members of the petitioning union were entitled and ordering payment thereof to them by the respondent company. As such it was subject to modification and amendment by the respondent court under its inherent powers (section 5, Rule 124, Rules of Court in relation to Section 6, Commonwealth Act No. 103), in order to make it conformable to law and justice.

"Any trial court discovering error or injustice in a judgment before it becomes final, may upon its own motion or that of the parties, correct the error, or, if necessary, grant a new trial. No statutory authority is necessary." (Veluz vs. Justice of the Peace of Sariaya, 42 Phil., 557.)

Having arrived at the conclusion that the order of August 11, 1952 is not a final judgment decisive of a controversy or an issue of fact, we will now proceed to inquire whether its modification is justified. The respondent court had issued said order in the mistaken belief that the examiner had included in his report only the amounts which the members of the union were entitled to receive as increases in salaries and wages under the demands (a) and (h) of the original decision and which were demanded in the Union's motion; but it subsequently found that the examiner had included in the total amount awards made under demand (f) of the decision, the latter being the money value of the sick leave and vacation leave which the members of the petitioning union had actually to their credit at the time of the partial report. The error in the report of the examiner is shown by the record. In the order of February 21, 1952 the examiner of the court was to determine the money value of the rights, benefits, and privileges awarded on demands (a) and (h); no mention was made therein of the award on demand (f). So it is clear that the money value of the sick leave and vacation leave of the members of the union, which are in award (f), were not to be included. That they were not to be included is also evident from the fact that the decision made only an award; it did not order a commutation and payment of the leaves earned. The original petition of the petitioner for the execution dated September 1, 1951 also made demands only for the payments of increase of wages under demand (a) and increase of price of hauling coal under demand (h). No request in the said motion of the petitioner was made for the commutation and payment of vacation and sick leave earned by the members. So the court was induced into error both by the motion of the petitioner, and the failure of the examiner to follow strictly the original order of the court for the computation of the increases of salaries and wages.

It is certainly unfair and unjust for the petitioner to take advantage of a mistake of the examiner of the court and the error of the court induced by such mistake to demand rights not included in its original motion for execution or contained or embraced in the judgment which it sought to be executed or implemented. Certainly no rights can be predicated on mistakes of the court employees or of the court induced thereby. The petitioning union can under no circumstances base or claim any right arising from the mistake of the examiner of the court, and when the court realized that it had been induced by error to make its order of August 11, 1952, and decided to set aside its order *motu proprio*, the petitioner had absolutely no right to object to the correction.

The petition must be denied, with costs against the petitioner.

Pablo, Acting C. J., Bengzon, Montemayor, Reyes, A., Bautista Angelo, Concepcion, and Reyes, J. B. L., JJ., concur.

Petition denied.

ABOUT BATAS.ORG

Study smarter at BATAS.org

The Philippine bar review and law-school companion built around how your brain actually remembers.

The complete Philippine law library - free for everyone.

More than 100,000 Supreme Court decisions, Republic Acts, and executive issuances - full-text searchable, browsable by category and year, and always free. No paywall, no login. This PDF came from it.

Audio case-brief lectures.

Any decision becomes a podcast-style lecture - facts, issues, ruling, and doctrine - with read-along highlighting and a hands-free presentation mode. Study while commuting, working out, or resting your eyes.

Bar review built on the science of memory.

Complete, sequenced courses for all eight bar subjects, narrated like podcasts and reinforced with retrieval practice and spaced review - the study techniques with the strongest evidence behind them.

The full law-school curriculum.

One subscription unlocks the entire J.D. curriculum - every subject, every lesson, with your progress tracked down to the paragraph so you can pick up exactly where you left off, on any device.

Mock exams that tell you where you stand.

Timed multiple-choice exams graded instantly, with per-subject score breakdowns and focus suggestions that point you at your weakest topics first.

A study planner that keeps you on pace.

Set your schedule and BATAS tells you every day whether you are on track for bar day - and exactly which lesson to take next.

Start free at <https://batas.org>

The law library is free forever - and your first lesson is one click away.

The text of this document is an official public record and remains in the public domain. Formatting, presentation, and compilation © 2026 batas.org.

Downloaded free from the batas.org Law Library. Share it freely - the library is free for every law student, bar reviewee, and practitioner.