

**ALLIED FREE WORKERS' UNION (PLUM) ET AL.,
PETITIONERS, VS. HON. JUDGE MANUEL ESTIPONA, ETC. ET AL.,
RESPONDENTS.***G.R. No. L-17934. December 28, 1961*

Ponente: BAUTISTA ANGELO, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/222e78366277/>**BAUTISTA ANGELO, J.:**

On November 5, 1960, a decision was rendered by the Court of First Instance of Lanao del Norte in Civil Case No. 577 declaring the arrastre contract entered into between plaintiff Compañia Maritima and defendant Allied Free Workers' Union terminated and of no force and effect as of August 31, 1954, ordering defendants therein to pay jointly and severally to plaintiff damages in the amount of P520,000.00, and enjoining perpetually said union, its members, agents or representatives from enforcing said contracts as well as molesting or harassing the aforesaid plaintiff. It was likewise ordered that in case defendant union should appeal it should put up a supersedeas bond in the aforesaid amount of P520,000.00 to stay the execution of the judgment.

Upon receipt of said decision, defendants filed a motion for reconsideration contending that the same is contrary to law and the evidence, and that in any event the case was beyond the jurisdiction of the court because at the time said decision was rendered there were already pending two labor disputes involving the same parties and issues before the Court of Industrial Relations.

On December 21, 1960, while said motion was pending consideration, or before any action could be taken thereon by the court, plaintiff Compañia Maritima filed an urgent motion for the issuance of a writ of execution alleging that should the decision be not immediately executed plaintiff would continue suffering damages that might be irreparable to its business and vessels aside from the fact that the appeal that defendants were taking was frivolous and manifestly intended only for delay, invoking to that effect Sections 2 and 4, Rule 39, and Section 10, Rule 60, of the Rules of Court. This motion was vigorously objected to by defendants on the ground that the same is premature, their motion for reconsideration not having been acted upon yet by the court, and that the execution of the decision at that time would prejudice the fundamental rights of the members of the union that are involved in two labor disputes then pending in the Court of Industrial Relations which under the Magna Carta of Labor has exclusive jurisdiction to take cognizance of the case in question.

On the same date, December 21, 1960, because of the absence of the judge then presiding over the court of first Instance that rendered the decision, counsel for plaintiffs Compañia Maritima submitted his motion for execution to the Municipal Court of Iligan City, which at the same time was the municipal court of the capital of the province, with the request that the same be acted upon by it pursuant to the provisions of the Judiciary Act, as amended, in view of the absence of the district judge. Notwithstanding, the opposition interposed by defendants, the municipal judge entered an order on January 6, 1961 granting the motion insofar as the portion of the decision which enjoins defendants from enforcing the arrastre contract is concerned, invoking in support of its action Section 2 of Rule 39 of the Rules of Court, in connection with pertinent provisions of the Judiciary Act of 1948,

as amended by Republic Act No. 2613.

Within one hour from receipt of this order as well as the writ issued in connection there with, defendants filed a motion for reconsideration alleging lack of jurisdiction on the part of the municipal court, and said motion having been denied, defendants interposed the present petition for certiorari.

There is no question that in certain cases that call for an urgent action when the district judge who presides the court that has jurisdiction over a case is absent the justice of the peace or municipal judge of the capital of the province may exercise within the province an interlocutory jurisdiction in the same manner as the court of first instance, "which shall be held to include the hearing of all motions for the appointment of a receiver, for temporary injunctions, and for all other orders of the court which are not final in their character and do not involve a decision of the case of its merits, and the hearing of petitions for a writ of habeas corpus" (Section 88, Judiciary Act of 1948). But, as may be noted, this jurisdiction is merely interlocutory, as it merely includes orders which are not final in character, or do not involve a decision on the merits. If the order is not interlocutory, then it is beyond the jurisdiction of the municipal judge acting as a judge of first instance.

In our opinion, the order of execution issued by the municipal judge of Iligan City is not merely interlocutory but final in character because its purpose is to enforce a decision on the merits rendered in the main case. It is true that the order only covers a portion of the decision which refers to the permanent injunction directed against defendant labor union, nevertheless, it is final just the same for its effect is to put an end to that portion of the decision. An order or a judgment is deemed final when it finally disposes of the pending action so that nothing more can be done with it in the trial court (*Mejia vs. Alimorong*, 4 Phil., 572; *Insular Government vs. The Roman Catholic Bishop of Nueva Segovia*, 17 Phil., 487; *People vs. Makaraig*, 54 Phil., 904). In other words, a final order or judgment is that which gives an end to the litigation (*Olsen and Company vs. Olsen*, 48 Phil., 238). Consequently, when the order or judgment does not dispose of the case completely but leaves something to be done upon the merits, it is merely interlocutory. In the instant case, the order issued by the municipal judge is final because it puts an end to the case by the enforcement of the decision of the trial court.

Another reason that renders the order of execution legally ineffective is that, according to the very order, the same is predicated upon Section 2 of Rule 39 of the Rules of Court which provides that, while the court may issue, in the exercise of its discretion, an order of execution before the expiration of the time to appeal, it must however state therein the special reasons which may justify its issuance. These reasons do not appear in the order herein disputed.

Wherefore, petition, is granted. The orders issued by respondent municipal judge dated January 6 and 9, 1961, as well as the writ of execution issued on January 6, 1961 are hereby set aside, with costs against respondent *Compañia Maritima*.

Bengzon, C.J., Padilla, Labrador, Concepcion, Barrera, Paredes, Dizon, and De Leon, JJ., concur.
Reyes, J.B.L., J., concurs in the result.

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.