

STA. CECILIA SAWMILLS, INC., PETITIONER, VS. COURT OF INDUSTRIAL RELATIONS AND TAGKAWAYAN LABOR UNION, RESPONDENTS.

G.R. Nos. L-24235-36. April 18, 1967

Ponente: CONCEPCION, C.J.

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CONCEPCION, C.J.:

Petitioner Sta. Cecilia Sawmills, Inc. - hereinafter referred to as the Company - seeks the review of a resolution of the Court of Industrial Relations - hereinafter referred to as the CIR - sitting en banc, dated February 16, 1965, affirming an order of its Presiding Judge, dated November 11, 1964, authorizing the Company to deduct from the sum of P35,263.50, held by the same and due as back wages of 113 workers dismissed by said Company, and members of respondent Tagkawayan Labor Union - hereinafter referred to as PLUM - the amount equivalent to 30% of said sum and directing the Company to deliver and pay the amount so deducted to Atty. Vicente A. Rafael by way of his attorney's fees, as counsel for the PLUM in cases Nos. 198-ULP and 943-V of the CIR, and to deposit the balance, or 70% of said sum of P35,263.50, with the CIR, for further disposition, presumably, by the latter.

On February 29, 1964, the Supreme Court rendered its decision in G. R. Nos. L-19273 and L-19274, modifying that of the CIR in said cases Nos. 198-ULP and 943-V thereof, entitled "Tagkawayan Labor Union (PLUM) vs. Sta. Cecilia Sawmills, Inc. et al.," by ordering the payment by the Company of the back wages, for three (3) months, of 113 of its workers it had dismissed. Said decision of the Supreme Court having become final and executory, Atty. Vicente A. Rafael, as counsel for the complainant in said cases, filed with the CIR, on August 6, 1964, an "urgent motion for execution" (Annex A), praying that the Company be ordered to deposit the wages for three (3) months of 401 members of the PLUM involved in the said cases, so that the amount of his attorney's lien and the wages due to said workers could soon be withdrawn by them. At the hearing of said motion, the parties agreed on the following, which was incorporated into an order of the CIR dated October 27, 1964 (Annex C):

- "1. That only 113 workers, and not 401 as claimed by complainant's counsel in his motion, are entitled to three months wages;
- "2. That respondents will prepare the computation of the back wages due to those 113 workers within fifteen (15) days from the date of hearing, and the same will be submitted to counsel for complainant for his approval;
- "3. The manner of payment, whether directly to the laborers or through the union counsel will be discussed further by the parties after the computation mentioned above has been prepared;
- "4. That after the payment has been made, counsel for complainant will inform this Court that the judgment has been satisfied."

On November 3, 1964, the Company filed with the CIR a statement to the effect that, upon computation, the back wages due to the 113 laborers referred to in the aforementioned agreement and order aggregate P35,263.50.

Forthwith, or on November 4, 1964, there was filed with the CIR a "notice of charging liens on back wages", bearing the signatures of Atty. Rafael, Francisco Andres and Salvador Puri-sima, as counsel, treasurer and assistant treasurer, respectively, of the PLUM. It was alleged in said notice that Atty. Rafael had a right to 30% of said sum of P35,263.50 as compensation for services rendered by him to the Union, in connection with said cases, in the CIR and the Supreme Court, for a period of eleven (11) years, including expenses incurred by him for "transcripts, pleadings, etc.," which had not been refunded to him. The notice wound up with the prayer that the Company be authorized, inter alia, to deduct 30% of said sum of P35,263.50 and pay it to Atty. Rafael, as his aforementioned fees, and that the balance be retained by the Company until further disposition by the Court.

On November 11, 1964, the Presiding Judge of the CIR issued an order authorizing the Company to make the aforesaid deduction and ordering the Company to deliver the amount thereof to Atty. Rafael, as his fees, as well as to deposit the balance of said back wages with the court, for future disposition. A reconsideration of this order having been denied by the CIR, en banc, in a resolution dated November 4, 1964, the Company interposed the present appeal, upon the ground that said court had erred in issuing the aforementioned order and the resolution affirming it, because there had been no proof of service of said "notice of charging liens", either to the Company or to the 113 laborers above mentioned, and because, in ordering the Company to deposit in court the back wages due to the laborers or the balance thereof, after paying the fees to Atty. Rafael, the CIR had, in effect, sought to amend the decision of the Supreme Court in G. R. Nos. L-19273 and L-19274, which directed no such deposit.

This appeal is manifestly devoid of merit, for:

1. The deposit of the amount aforementioned constitutes merely a part of the process of execution of the decision of this Court. Decisions do not usually specify the manner of execution thereof, the same being governed by law, which, for all intents and purposes, is part of the decision itself.
2. As regards the alleged absence of proof of service of the "notice" in question to the laborers concerned, suffice it to say that said notice bears the signature of the proper officers of the PLUM, which had brought the action on behalf of said laborers, who were members of said Union. At any rate, the Company has no authority to represent the laborers in connection with the alleged absence of proof of service to them of said notice or to complain therefor, or to set it up as a defense, which belongs to them, exclusively.
3. The aforementioned notice states that copy thereof had been furnished Atty. Abalos, counsel for the Company. Moreover, the latter had filed a motion for reconsideration of the order granting the prayer made in said notice. In other words, the Company has already had an opportunity to state its objections to said notice and to the relief therein prayed for. Besides, the record shows that the Company has no valid grounds to contest either the validity of the lien asserted by Atty. Rafael or the amount claimed by him for his services as counsel for said laborers or the PLUM.

WHEREFORE, the order and the resolution appealed are hereby affirmed, with costs against herein petitioner, Sta. Cecilia Sawmills, Inc.

IT IS SO ORDERED.

Reyes, J.B.L., Dizon, Regala, Makalintal, Bengzon, J.P., Zaldivar, Sanchez, and Castro, JJ., concur.

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