

PREMIER PRODUCTIONS INC., PETITIONER, PHILIPPINE MOVIE PICTURE WORKERS' ASSOCIATION, RESPONDENT.

G.R. Nos. L-7753, L-7754, & L-7755. June 30, 1955

Ponente: CONCEPCION, J.

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CONCEPCION, J.:

Petitioner Premier Productions, Inc., seeks review, by certiorari, of a resolution of the Court of Industrial Relations, sitting in banc.

It appears, that on September 3, 1951, said petitioner, hereinafter referred to as the Company, filed, with the Court of Industrial Relations, a petition, which was docketed as Case No. 598-V thereof, praying, that respondent therein, the Philippine Movie Pictures Workers' Association, hereinafter referred to as the Union, whose members are employees of said company, be enjoined from staging a strike or walkout which they intended to call - in order to enforce certain demands, made by them, for the improvement of the terms and conditions of their employment - and that the issues raised by said demands be heard and settled in accordance with law.

On September 13, 1951, the Union, in turn, filed a petition, which was docketed as Case No. 598-V(1) of said Court, praying, that the Company be (a) declared in contempt of court for certain acts and omissions allegedly violative of section 19 of Commonwealth Act No. 103, and of an agreement, made by the parties before the court, on September 6, 1951, as a condition to the calling off of the strike above referred to, and (b) ordered to restore certain privileges, formerly enjoyed by the employees of the Company, which were discontinued by the same on September 10, 1951, and to reinstate certain members of the Union.

On September 14, 1951, the Company filed an urgent petition, which was docketed as Case No. 598-V(2) of said Court, for authority to engage temporarily the services of from 8 to 10 workers to undertake overtime work in connection with the production of three films named in the petition, which was granted by an order of September 17, 1951.

On October 2, 1951, the Company filed a petition, which was docketed as Case No. 598-V(3) of said Court, for permission to lay off forty (40) employees, named in the petition, upon the ground of lack of work and of financial losses said to have been suffered by the Company.

On October 8, 1951, the Union filed an urgent petition, which was docketed as Case No. 598-V(4) of said Court, praying, that the Company be dealt with for contempt of court, upon the ground that, in violation of the terms of the aforementioned order of September 17, 1951, the Company had, among other things, employed more men than those authorized in said order, assigned those temporarily engaged pursuant thereto to work in other films than those specified in said order, refused to give work to some regular employees who were members of the Union, virtually shut down the carpentry department and introduced some changes calculated to discriminate against and harass said Union members.

On the same date, the Company filed an urgent petition, which was docketed as Case No. 598-V(5) of said Court,

praying that a strike allegedly called by the Union on October 6, 1951, be declared illegal, and that the strikers be considered dropped from the Company's pay roll.

On November 5, 1951, the Union filed another urgent petition, which was docketed as Case No. 598-V(2-A) of said Court, praying, among other things, that the temporary employees engaged by the Company by authority of the order of September 17, 1951, be discharged, because of completion of the work specified in said order. Said employees were eventually discharged on December 18, 1951.

On November 29, 1951, the Company filed an urgent petition, which was docketed as Case No. 598-V(6) of said Court, for permission to lay off twenty-two (22) employees therein named, for alleged lack of work.

Under date of December 27, 1951, the Company filed a petition, which was docketed as Case No. 598-V(7) of said Court, praying that it be authorized to lease its outfit and premises to Eddie Infante and Braulio B. Calma, whose respective deeds of lease were attached to said petition. The Union objected thereto upon the ground that the petition is "part and parcel of the scheme of the Company to lockout the members of said Union"; that the aforesaid lease would, in effect, defeat and circumvent the demands of the Union that led to the institution of Case No. 598-V; and that a judicial approval of said lease would have the effect of prejudging the issues involved in said case and in the other cases above referred to. Upon representations made by the Company, the withdrawal of its petition of December 27, 1951, was authorized in an order dated February 7, 1952.

These were the proceedings, pending in the Court of Industrial Relations, between the parties herein, when the incidents now before us took place.

During the period from February 9, to March 7, 1952, the Union filed against the Company three (3) urgent petitions, for contempt of court, which were docketed as Cases Nos. 598-V(8), 598-V(10) and 598-V(11). In Case No. 598-V(8) the Union alleged that on February 7, 1952, several equipment of the Company were, with the knowledge and consent of its officers, surreptitiously withdrawn, at night, from the premises of the Company and then taken elsewhere and used by Artemio Marquez, a former director of the Company, to shoot a film entitled "Bakas ng Kahapon", with the assistance of persons other than members of the Union, who were laid off by the Company, despite the pendency of the cases and disputes already adverted to and in defiance of the authority of the Court of Industrial Relations. In Case No. 598-V(10), it was averred that, after the institution of Case No. 598-V(8), the Company had leased some of its apparatus and other facilities to Efren Reyes - an actor of the Company, purporting to be an independent producer - in shooting the film "Larawan ng Buhay." In Case NO. 598-V(11) it was contended that the Company had leased other appliances to Manuel Vistan, Jr., a stockholder of said Company and former production manager thereof, who used said equipment in shooting the film "Troubadour"; that on February 28, 1952, the aforementioned Artemio Marquez had started shooting the film "Boys Town", with equipment and other property of the Company, without the authority of the Court; and that these acts constituted an unfair labor practice and a contempt of court, and, unless restrained, would cause irreparable injury to the Union. For these reasons, it was prayed that the officers of the Company be dealt with for contempt of court; that the aforementioned lease of equipments and properties of the Company be declared unjustified and illegal; and that, meanwhile, a writ of preliminary injunction restraining the performance of the acts complained of be issued.

The answer filed by the Company in the three (3) cases in question denied that said acts constituted a violation of any court order or law and averred substantially that the pictures mentioned in the petitions of the Union were being filmed by bona fide independent producers.

After a hearing held, on October 7, 1952, in the course of which the parties introduced some evidence and agreed on certain facts, the three (3) cases were submitted for decision. At this juncture, it should be noted that the

aforementioned petitions of the Union, praying that the officers of the Company be dealt with for contempt of court, appear to be predicated upon the theory that the acts charged tend to change the status quo, in violation of Section 19 of Commonwealth Act No. 103, regardless of whether the alleged contracts of lease of the equipment and other properties of the Company were fictitious or real, and even assuming or granting that the same were genuine. What is more, the Union seemed to have adhered to this general line of attack during the hearing of these cases, although in the course thereof the Union stressed a number of circumstances obviously intended to cast suspicion upon the authenticity of said transactions. However, in the oral argument, before submitting the petitions for decision on the merits, counsel for the Union maintained that said leases were simulated. Before said decision was rendered, or on April 18, 1953, the Union filed a "supplemental petition" to annul said lease contracts, upon the ground that the same were "simulated and fraudulent transactions x x x calculated to deceive" the "Court and the Union," and forming "part of a general pattern of action of the Company in driving" the members of the Union "out of employment or laying them off, without authority of the court and thus break the Union that submitted to the Company certain demands" for improvement of the conditions of their employment. In said supplemental petition, the Union prayed the Court:

"(1) To annul, void and declare inexistent all the lease contracts entered into between Premier Productions, Inc. and the so-called 'independent producers' regarding the use of the studio equipment and facilities since January 1952 until the present;

"(2) To restrain, enjoin and prohibit the officers, counsel and representatives or agents of the petitioner company (respondent herein) from leasing or allowing the use, and continuation with the lease, of the equipment and other properties with such parties pending the resolution of the current labor dispute;

"(3) To adjudge the respondent herein, its President, Treasurer, General Manager, officers and counsel in contempt of court for the above-mentioned illegal and unauthorized acts and transactions which constitute direct and indirect contempt; and

"(4) To grant to the union such other relief or remedy as may be deemed just, proper and equitable in the premises " (Record, G.R. No L-7753, pp. 37-38.)

Although this supplemental petition, questioning squarely the genuineness of the contracts already referred to, and amending, in effect, the original petitions for contempt of court, had not been heard as yet, the Presiding Judge of the Court of Industrial Relations rendered on July 29, 1953, a decision, on the said original petitions, finding

x x x that there is no substantial evidence to sustain the existence of a fictitious lease or that Marquez is a mere dummy of petitioner. The fact that Cornello Hermoso, a co-producer of Artemio Marquez, is a nephew of Mrs. Adela H. Santiago, one of the officers petitioner; that Chavez, "accountant of petitioner, is also the accountant of Marquez; that the actors and actresses of Marquez were formerly actors and actresses of petitioner, the Premier Productions- these merely create a suspicion and are not relevant evidence as a reasonable mind might accept as adequate to support a conclusion of the existence of a fictitious lease. Substantial evidence is more than a scintilla, and must do more than create a suspicion of the existence of the fact to be established" (ibid., p.46).

and declaring that the contracts in question are "therefore xxx valid and binding," and accordingly denying said original petitions for contempt of court. Hence, on motion for reconsideration filed by the Union, the Court of Industrial Relations sitting in banc - by the vote of three members thereof, namely, then associate Judges Jose S. Bautista, Modesto Castillo and L. Jimenez Yamzon, with then Presiding Judge Arsenio Roldan and Associate Judge Juan A. Lantin, dissenting - passed the following resolution:

"The decision of July 29, 1953, contains two inconsistent salient features.

On one hand it made a finding that these circumstances 'merely create a suspicion and are not relevant evidence as a reasonable mind might accept as adequate to support a conclusion of the existence of a fictitious lease', and 'that the leases are valid and binding (p.8).

And on the other hand, the same decision admitted that the question of legality of these leases is involved in the union's supplemental petition of April 18, 1953 praying for annulment of the lease contracts on grounds of simulation, which petition is still to be heard and decided.

Instead of rendering such decision, the trial court should have awaited further presentation of evidence in the aforesaid union's supplemental petition, so that all ingredients for the proper disposal of the case would have been complete.

Wherefore, the aforesaid decision of July 29, 1953, should be, as it is hereby, reconsidered and set aside, as premature." (Ibid., p.54.)

The Company has appealed from the foregoing resolution upon the ground that it is contrary to law, but we do not believe that the appeal, may be entertained. Said resolution does not settle any of the issues before the Court of Industrial Relations. It merely defers the determination of said issues, until after the presentation of the evidence on the supplemental petition to annul the leases in dispute, upon the ground that the same are fictitious. In other words, the contested resolution is interlocutory in nature, and, as such, it can not be appealed irrespective of our opinion on the merits thereof, which we do not express. (Philippine Movie Pictures Workers' Association vs. Premier Productions, Inc., G.R. No.L-7771-7773, prom. May 31, 1955; Vda. de Arrastia vs. Court of Industrial Relations, et al., L-5919, July 16, 1954; Yu Goat vs. Hugo, L-4842, Aug. 20, 1953; Hodges vs. Villanueva, L-4134, Oct. 25, 1951.)

Wherefore, the appeal taken by petitioner-appellant, the Premier Productions, Inc., is hereby dismissed, with the costs of this instance against said petitioner-appellant, and let the records of these cases be remanded to the Court of Industrial Relations for further proceedings.

IT IS SO ORDERED.

Bengzon, Padilla, Montemayor, Reyes, Jugo, Bautista Angelo, Labrador, and Reyes, J.B.L., JJ., concur.

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