

MANILA TRADING & SUPPLY COMPANY, PETITIONER, VS. MANILA TRADING LABOR ASSOCIATION & COURT OF INDUSTRIAL RELATIONS, RESPONDENTS.

G.R. No. L-17290. August 29, 1963

Ponente: DIZON, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/5d7462dbdfe7/>

DIZON, J.:

Appeal by certiorari taken by the Manila Trading and Supply Company (hereinafter referred to as the Company) from (a) the decision rendered by the Court of Industrial Relations on June 14, 1960, in Case No. 12-V(1) ordering the Company to pay to complainants-employees, represented by the Manila Trading Labor Association (hereinafter referred to as the Union), 100% additional pay for Services rendered on Sundays and holidays from 1946-1947 to 1952, and 75% from 1952-1955, and from (b) its Resolution en bane of July 27, 1960 denying the Company's motion for reconsideration.

On December 15, 1958, the Union, on behalf of nine of its members employed by the Company, filed a petition with the Court of Industrial Relations (Case No. 12-V(1) to recover from the Company 100% additional compensation for work done on Sundays and holidays from 1946-1947 to 1952, and 75% additional pay for work done on Sundays and holidays from 1952 to 1955, to which they claimed to be entitled in accordance with the decision of the Court of July 23, 1946 in Case No. 12-V granting, among others, Demand No. 5 of the Union, namely, the payment by the Company to its laborers and employees of 100% additional pay for work done on Sundays and holidays.

The petition alleged, inter alia, that complainants had been employed by the Company as security guards since 1946-1947; that, in violation of the above-mentioned court adjudication, they were not paid by the Company any additional pay for their services rendered on Sundays and holidays from 1946-1947 to 1952 and were paid only 25% additional compensation for their Sundays and holidays work rendered from 1952 to 1955; that it was only in the succeeding years that complainants were paid for Sunday and holiday work in accordance with the award made in Case No. 12-V.

The Company moved to dismiss the claim on the ground that the same had already prescribed in accordance with Section 7 (a) of Republic Act 1993, and on the further ground that the claim could not be filed as a mere incident of Case No. 12-V which had already been finally decided on July 24, 1957.

The Court denied the motion in its order dated July 30, 1959 holding, among others, that the prescriptive period is ten years as provided in Article 1144 of the New Civil Code and that the present petition was not a new action for overtime pay but for the implementation of the Court's decision of July 23, 1946.

After due hearing, the Court rendered the decision appealed from.

There is no question that under the decision rendered by the Court of Industrial Relations on July 23, 1946 in Case No. 12-V—which has long ago become executory—employees of the Company are entitled to 100% additional pay

for work done on Sundays and holidays. On the other hand, the record clearly discloses that, as alleged by the claimants, represented by the Union, the Company did not pay them any additional amount for services rendered on Sundays and holidays from 1946 to 1952 and were paid only 25% additional compensation for similar work rendered from 1952 to 1955.

The issue to be decided in the present case is whether the award made in favor of the Union members on July 23, 1946 may still be enforced today or on the date when the petition for its enforcement was filed, namely, December 15, 1958, in the manner said petition was disposed of. The question must be answered in the negative.

The petition for the enforcement of the award was, in our opinion, correctly considered by the Court of Industrial Relations as a motion for execution. In this connection, Section 23 of Commonwealth Act No. 103, as amended by Section 6 of Commonwealth Act No. 559, provides that in case of noncompliance with any award, order or decision of the Court of Industrial Relations after it has become final and executory, the same may be enforced by a writ of execution or any other remedy provided by law in respect to enforcement and execution of orders, decisions or judgments of Courts of First Instance. In consonance with this provision, we held in *National Development Company vs. Aralor et al.*, 108 Phil., 1068, that Section 6, Rule 39 of the Rules of Court, which provides that a final judgment of a Court of First Instance may be ordered executed by mere motion only within five years from the date of its entry applies to the execution of awards by the Court of Industrial Relations. The petition (motion for execution) filed by the Union in this case on December 15, 1958 was undoubtedly filed long after the expiration of the five-year period just referred to.

Wherefore, the decision appealed from is hereby set aside, without prejudice to the claimants' right to enforce the award of July 23, 1946 made in Case No. 12-V in the manner provided by law. Without costs. .

Bengzon, C. J., Padilla, Bautista Angelo, Labrador, Concepcion, Reyes, J. B. L., Barrera, Paredes, Regala, and Makalintal, JJ., concur.

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.