

UNITED WORKERS OF THE PHILIPPINES, PETITIONERS AND APPELLEES, VS. BISAYA LAND TRANSPORTATION CO., DISIDERIO DALISAY, MOISES F. DALISAY, AND DAVAO STEVEDORES MUTUAL BENEFIT ASSOC...

G.R. No. L-4111. March 31, 1952

Ponente: REYES, J.

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REYES, J.:

The Bisaya Land Transportation Co. operates a shipping line between Cebu and Davao with stopovers at Sasa and other way ports. To handle the stevedoring work on board its vessels when in the ports of Mindanao, the company, on May 9, 1949, entered into a contract with the United Workers of the Philippines, a labor union domiciled in Cebu, whereby the said union was to furnish the necessary laborers. In the implementation of this contract members of the union went along with the vessels of the company in their trips to Mindanao and back. But their work was confined to stevedoring on board the ships, the handling of cargo on the wharves, including "arrastre," being left to local labor. The arrangement worked well except in the ports of Davao and Sasa where it was frustrated by the determined opposition of the Davao Stevedores Mutual Benefit Association, which claimed the exclusive right to perform all stevedoring work in those two ports and threatened violence and stoppage of "Arrastre" if members of the United Workers of the Philippines persisted in doing the stevedoring work on board the vessels of the company.

Unable to obtain redress from the Department of Labor, the United Workers of the Philippines filed a petition with the Court of Industrial Relations to compel the Bisaya Land Transportation Co. to allow the stevedoring work on board its vessels in the ports of Davao and Sasa to be performed by petitioner's members and to enjoin the Davao Stevedores Mutual Benefit Association and its officers and agents from interfering. The petition also prayed for a writ of preliminary injunction. Pendente lite, the writ was granted by Judge Jose S. Bautista in his order of August 11, 1950, which was ratified by a resolution of the Court en banc on motion for reconsideration. Protesting against the said order and resolution, the Davao Stevedores Mutual Benefit Association and some of its officers have brought the present action for certiorari to have the writ annulled on the ground that it was issued without jurisdiction and with abuse of authority and discretion. It appears that the writ of preliminary injunction, was issued after a hearing, and from the evidence then presented the court below found that—

"* * * while on one hand, the petitioner has a contract with the said transportation company, to furnish laborers for the stevedoring work of the vessels of the said transportation company for a period of three years from May 9, 1949, the respondent Davao Stevedores Mutual Benefit Association, on the other hand, has no agreement at all for the said purpose with the transportation company; before the contract referred to of May 9, 1949, between the Bisaya Land Transportation Company and the petitioner, the stevedoring work in the ports of Davao and Sasa on the vessels of the said transportation company was performed by Luzon Stevedoring, later by a union headed by Geronimo Erong, and later again by Luzon Stevedoring Company, and only lately, the Davao Stevedores Mutual Benefit Association appeared, which association was not known to the Bisaya Land

Transportation Company; that the said transportation company never had any contract with the laborers of the former union referred to and much less with the Davao Stevedores Mutual Benefit Association; that in view, however, of the pendency then in this Court of the case entitled *COMPANIA MARITIMA ET AL., vs. DAVAO STEVEDORES MUTUAL BENEFIT ASSOCIATION ET AL.*, where the question as to the right of the shipping company to contract the services of a labor union to do the stevedoring work on its vessels, was raised, the herein petitioner, at the behest of the Bisaya Land Transportation Company, agreed to suspend only momentarily the enforcement of its contract referred to until a decision is rendered by this Court in the said case, and upon the rendering of such a decision upholding the right of the steamship company, the herein petitioner insisted in the enforcement of its contract; that the respondent, Davao Stevedores Mutual Benefit Association and Desiderio Dalisay and Moises Dalisay, its outgoing and incumbent president, refused to allow the fulfillment of the above-mentioned contract and threatened to use violence to prevent the laborers of the herein petitioner from doing the stevedoring work in the vessels of the Bisaya Land Transportation Company at Davao and Sasa, and also threatened to refuse to do the arrastre work of the cargoes of the said vessels at the said ports, if the laborers of the herein petitioner would perform the stevedoring work.

"From the foregoing, it is obvious that there being no contract or agreement between the herein Bisaya Land Transportation Company and the Davao Stevedores Mutual Benefit Association, for the employment and much less the exclusive employment of the laborers of the said union for the stevedoring work above-mentioned, there was nothing and there is nothing to prevent the said transportation company from entering into a contract with another union as the herein petitioner, and such contract having been executed in May, 1949, we see no reason why the enforcement thereof could be prevented by the other respondents. It also appears that there is no other adequate remedy during the pendency of this case than a writ of preliminary injunction."

Section 1 of Commonwealth Act No. 103 gives the Court of Industrial Relations jurisdiction "to consider, investigate, decide, and settle any question, matter, controversy or dispute arising between, and/or affecting, employers and employees or laborers * * * and regulate the relations between them, subject to, and in accordance with, the provisions of this Act." And section 4 of the Act directs the Court to take cognizance, "for purposes of prevention, arbitration, decision and settlement," of any industrial dispute "causing or likely to cause a strike," provided the number of laborers involved exceeds thirty and such dispute "is submitted to the Court by the Secretary of Labor, or by any or both of the parties to the controversy and certified by the Secretary of Labor as existing and proper to be dealt with by the Court for the sake of public interest." That a controversy of the nature contemplated in the Act exists in the present case is obvious from what has been stated above, and as a matter of fact the Secretary of Labor has so certified to the Court in his letter dated August 8, 1950, from which the following is quoted:

"I have the honor to certify as existing and proper to be dealt with by that Court for the sake of public interest the labor dispute between the United Workers of the Philippines, on one hand, and the Bisaya Land Transportation Co., Inc. and the Davao Stevedores Mutual Benefit Association, on the other hand. The number of workers involved in this case is more than 30.

"On July 11, 1950, Mr. Felipe Fernandez, attorney for the United Workers of the Philippines and Mr. Miguel Cuenco, manager of the Bisaya Land Transportation Co., Inc. appeared before the public defender for Cebu requesting the Intervention of this official in the execution of the agreement entered into between the parties on May 9, 1949, wherein it was stipulated that the said United Workers of the Philippines will furnish workers to do the stevedoring work in the vessels of the company at Davao, Davao. Accordingly, the public defender of Cebu wrote a letter to the public defender of Davao asking the latter's cooperation. When the boats of the Bisaya Transportation Co., Inc. arrived at Davao, the public defender thereof used his good offices for the parties to comply with the aforementioned agreement, but the Davao Stevedores Mutual Benefit Association objected and threatened to picket; and in spite of all the efforts exerted by him, the parties concerned failed to arrive at an amicable settlement. We are, therefore, certifying this case to that Court for proper action."

It is idle to argue that the Davao Stevedores is not a party to the contract of employment which the United Workers is trying to enforce and that, therefore, as to it (Davao Stevedores) there is no "principal action" where a writ of preliminary injunction could be issued. The fact is that the Davao Stevedores has been named a party in the action, and there is no denying that it is a necessary party because it is the one that is trying to prevent the contract from being carried out. And it appearing that it is trying to accomplish its purpose in a manner detrimental to the public interests through threat or violence and stoppage of arrastre, the contention that the Industrial Court abused its power or discretion in issuing the restraining order does not merit serious consideration.

The petition for certiorari to annul the writ of preliminary injunction issued by the Court of Industrial Relations is, therefore, denied with costs.

Paras, C. J., Feria, Pablo, Bengzon, Padilla, Tuason, Montemayor, Jugo, and Bautista Angelo, JJ., concur.

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