

PACIFIC CUSTOMS BROKERAGE COMPANY, INC., PETITIONER. VS. INTER-ISLAND DOCKMEN AND LABOR UNION AND THE COURT OF INDUSTRIAL RELATIONS, RESPONDENTS.

G. R. No. L-4610. August 24, 1951

Ponente: BAUTISTA ANGELO, J.

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BAUTISTA ANGELO, J.:

This is a petition for certiorari seeking the annulment of an order of the Court of Industrial Relations issued on January 22, 1951, ordering petitioner "to pay all the wages due and demandable in favor of the petitioning labor union until at present, and that may be due from time to time for the services that may be rendered during the pendency of the main case," and of the order of the court in banc issued on February 16, 1951, denying petitioner's motion for reconsideration.

On December 19, 1950, respondent Inter-Island Dockmen and Labor Union filed a petition in the Court of Industrial Relations against the Pacific Customs Brokerage Company, Inc., (Case No. 532-V), praying, among other things, that said company be ordered to desist from dismissing the members of said union, which is a party to a labor contract executed on June 1, 1950, the terms of which are to expire on December 31, 1950, to turn over to the treasurer of the union all dues and fees belonging to it that were collected under said agreement and were withheld by the company, and to reinstate with backpay the workers allegedly dismissed or suspended without just cause. Under section 4, of Commonwealth Act No. 103, as amended, a preliminary conference to discuss the issues involved was held between the parties. Meanwhile, a motion was filed by the labor union praying that its employer, the Pacific Customs Brokerage Company, Inc., be ordered to pay the members of the union their corresponding wages for services rendered from December 23, 1950, to December 29, 1950, in the aggregate amount of P4,000, which was allegedly withheld by it for certain alleged damages caused by said members for staging a strike in the month of August, 1950. To this motion the company objected alleging that the Court of First Instance of Manila issued in civil case No. 12838, entitled Pacific Customs Brokerage Company, Inc. vs. Pacific Customs Brokerage Workers Union, a writ of garnishment, upon an ex parte motion, which was served by the sheriff of Manila by levying upon the chattels, goods, or money that that company then had in its possession belonging to the Union, for which reason, it is claimed, the Court of Industrial Relations had no jurisdiction to entertain the motion above mentioned. After due hearing, at which both parties appeared, the court, through his Honor, Judge Modesto Castillo, issued on January 22, 1951, the order the dispositive part of which appears quoted in the early part of this decision. A motion for reconsideration having been filed by the petitioning company, the same was denied by the court in banc on February 16, 1951. Hence this petition. The issue before us is whether petitioner can be compelled by the Court of Industrial Relations to pay the wages of the members of the Inter-Island Dockmen and Labor Union in spite of the writ of garnishment issued by the Court of First Instance of Manila in civil case No. 12838 directing the sheriff of Manila to levy upon the moneys of the Pacific Customs Brokerage Workers Union which are in the possession of the herein petitioner, Pacific Customs Brokerage Company, Inc.

Petitioner contends that the question should be answered in the negative for the reason that the moneys needed to pay the wages of the members of the respondent union having been garnished by order of the Court of First Instance of Manila, are in custodia legis or under the authority and control of the court and cannot, therefore, be controlled or otherwise disposed of by the Court of Industrial Relations. It is contended that interference with said restraining order would be "improper, unjust and undemocratic". But we notice that this is the same argument advanced by petitioner before the respondent court in its effort to frustrate the purpose of the motion of the labor union, and the respondent court found said argument untenable in view of the provisions of article 1708 of the new Civil Code which provides:

"Laborers' wages shall not be subject to execution or attachment, except for debts incurred for food, shelter, clothing, and medical attendance".

We find no error in this view of the respondent court. The provisions of the article above quoted are simple and clear and admit of no doubtful interpretation. It provides that "laborers' wages shall not be subject to execution or attachment, except for debts incurred for food, shelter, clothing and medical attendance". Petitioner does not dispute that the money garnished is intended to pay the wages of the members of the labor union. There is nothing to show that such money was garnished or attached for debts incurred for food, shelter, clothing and medical attendance. The writ of garnishment issued by the court, while it purports to include all moneys and properties belonging to the employing company, cannot, in any manner, touch or affect what said company has in its possession to pay the wages of its laborers pursuant to its contract with them or their labor union without contravening the letter and spirit of said article 1708. When, therefore, the Court of First Instance of Manila issued the oftmentioned writ of garnishment to be levied upon all moneys and properties of the employing company, its scope and effect could not have been extended to include the money intended to pay the wages of the members of the respondent labor union. It is our considered opinion that the respondent court correctly interpreted the law on the matter.

We believe, however, that before the order of the respondent court can be enforced there is need of lifting the garnishment levied upon the money needed to pay the wages in question by the presentation of a motion to that effect to the proper court, and it is expected that such action will be taken by the respondent labor union before enforcing said order.

Petitioner's contention that the motion filed by the respondent union in the Industrial Court should be denied for lack of legal basis because it is predicated on a labor contract entered into between the petitioner and the Pacific Customs Brokerage Workers Union and as such the rights and benefits flowing from it cannot be taken advantage of by the members of the respondent union, while apparently tenable, has no foundation in fact, it appearing that the members of the two labor unions are one and the same. Said the Court of Industrial Relations on the matter:

"In the hearing of the above-entitled case, however, it has been established that the members of the Pacific Customs Brokerage Workers' Union are the same laborers now members of the petitioner union. Records show that while respondent entered into an agreement with the Pacific Customs Brokerage Workers' Union, an apparently different union from the petitioner in the aboveentitled case, yet it cannot be denied that the signatories thereto are the same laborers now members of the Inter-Island Dockmen and Labor Union. It is evident, therefore, that respondent on June 1, 1950, executed an agreement with a group of its laborers numbering more than thirty, and whether at the time they styled themselves as members of the Customs Brokerage Workers' Union or as an affiliate of the Inter-Island Dockmen and Labor Union is of no moment, the fact remains that they are the same persons involved in the dispute."

Wherefore, the petition is hereby dismissed, with costs against the petitioner.

Paras, C. J., Feria, Pablo, Bengzon, Padilla, Tuason, Reyes and Jugo, JJ., concur.

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