

FELICIDAD H. TOLENTINO, AS ADMINISTRATRIX OF THE ESTATE OF FORTUNATO F. HALILI, PETITIONER, VS. COURT OF INDUSTRIAL RELATIONS AND HALILI BUS DRIVERS & #038; CONDUCTORS UNION (PTGWO), ...*G.R. No. L-38655. February 27, 1976*

Ponente: BARREDO, J.

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Petition for certiorari and prohibition (in G.R. No. L-30110) impugning the resolution of the Court of Industrial Relations in Case No. 1099-V to continue the trial of the case notwithstanding the pendency in this Court of G.R. No. L-27773 wherein petitioner herein sought to have the industrial court declared to be without jurisdiction over the claim of the members of private respondents on the ground that the same constituted money claims which should be filed in the special proceedings of the deceased Fortunato F. Halili against whom the case had been originally filed, and SECOND DIVISION (in Case G.R. No. L-38655) seeking the setting aside of respondent court's orders of December 14, 1973 (trial court) and April 30, 1974 (en banc) denying petitioner's request to be allowed to offer evidence against the report of the hearing examiner. By resolution of May 24, 1974, the Court required respondents to comment and ordered the issuance of a restraining order. After the corresponding comments and counter-comment were filed the Court called for a hearing on September 6, 1974, subsequently postponed to September 23, 1974. On January 8, 1975, the parties submitted the following:

"JOINT MANIFESTATION AND MOTION

COME NOW the parties, assisted by counsel, and respectfully manifest:

1. There has been pending in the Court of Industrial Relations since August 20, 1958 CIR Case No. 1099-V, entitled 'Halili Bus Drivers & Conductors Union (PTGWO) vs. Fortunato F. Halili, doing business under the name and style 'Halili Transit' ', which originated as a claim by a number of unnamed employees of Halili Transit for overtime compensation. In the ten years that the said case has been pending, the following relevant incidents have taken place therein:

(a) On August 7, 1961, the trial judge of the Court of Industrial Relations issued a Decision holding that certain operations performed by the union members-claimants in the case were legally compensable but not compensated, and ordering the Court Examiner to compute the amount due to the claimants under the decision.

(b) On February 26, 1968, this Honorable Court held in G.R. No. L-24864 that the aforesaid decision of the Court of Industrial Relations had become final and executory. For this reason, this Honorable Court denied the petition of the Administratrix of the estate of the late Fortunato F. Halili for the dismissal of the CIR Case (No. 1099-V) so as to enable the claimants to file their claims in the proper estate proceedings.

(c) Complying with the order of the Court of Industrial Relations to compute the liability of Halili Transit to the claimants on the basis of the guidelines "established by the said Court, the Court Examiner submitted his

report dated April 28, 1972 in which the liability of Halili was placed at an aggregate amount of P3,812,039.55.

(d) Alleging, among others, that the guidelines on which the computation used by the Court Examiner were contrary to law, the Administratrix of the estate of Fortunato F. Halili, who is now also the Administratrix of the estate of his wife, elevated the case on certiorari to this Honorable Court through the instant case.

2. In the course of the hearing on whether or not this petition was to be given due course by this Honorable Court, the Justices of this Division expressed their great concern at the fact that the case had been pending for so long without any relief having been given to the former employees and strongly urged the parties to arrive at some amicable settlement that would do substantial justice to the employees in order to forestall any further protraction of the case, particularly in view of the abolition of the Court of Industrial Relations, and yet not unduly cause hardship on the part of the heirs and estate of Fortunato F. Halili.

3. In the face of this strong urging on the part of this Honorable Court upon the parties to put an immediate end to the case by amicable settlement, the parties repeatedly came to conference, conscientiously explored all avenues of settlement, and finally arrived at an agreement embodied in the attached Memorandum of Agreement with Release and Quitclaim which is made a part hereof as Annex 'A'.

WHEREFORE, in view of the foregoing, it is respectfully moved that the Memorandum of Agreement with Release and Quitclaim. Annex 'A', be approved by this Honorable Court and that CIR Case No. 1099-V be dismissed with prejudice."

x x x x

ANNEX "A"

"MEMORANDUM OF AGREEMENT
WITH
RELEASE AND QUITCLAIM

KNOW ALL MEN BY THESE PRESENTS:

This Agreement, made and executed by and between -

The ESTATE and Heirs of Fortunato F. Halili, hereinafter called the ESTATE, represented in this act by its Administratrix, Mrs. Felicidad H. Tolentino, assisted by counsel, Atty. Jaime E. Ilagan;

- and -

The HALILI BUS DRIVERS & CONDUCTORS UNION (PTGWO); hereinafter called the UNION, a duly registered labor organization with office at No. 8-18th Avenue, Cubao, Quezon City, represented in this act by its duly authorized President, and other officers, assisted by legal counsel, Atty. Benjamin C. Pineda;

WITNESSETH

WHEREAS, there has been pending in the Court of Industrial Relations since August 20, 1958 CIR Case No. 1099-V, entitled 'Halili Bus Drivers and Conductors Union (PTGWO) vs. Fortunato F. Halili, doing business under the name and style 'Halili Transit', which originated as a claim by a number of unnamed employees of Halili Transit for overtime compensation. In the ten years that the said case has been pending, the following relevant incidents have taken place therein:

1. On August 7, 1961, the CIR issued a Decision holding that certain operations performed by the petitioners

laborers were legally compensable but not compensated, and ordering the Court Examiner to compute the amount due to the petitioner employees under the decision.

2. On February 26, 1968, the Supreme Court held in G.R. No. L-24864 that the aforesaid decision of the Court of Industrial Relations had become final and executory. For this reason, the Supreme Court denied the petition of the Administratrix of the estate of the late Fortunato F. Halili for the dismissal of the CIR Case (No. 1099-V) so as to enable the petitioner-employees to file their claims in the proper estate case.

3. Complying with the order of the Court of Industrial Relations to compute the liability of Halili Transit to the petitioner-employees on the basis of the guidelines established by the said court, the Court Examiner submitted his report dated April 28, 1972 in which the liability of Halili was placed to aggregate P3,812,039.55.

4. Alleging that the guidelines on which the computation used by the Court Examiner were contrary to law, the Administratrix of the estate of Fortunato F. Halili, who is now also the Administratrix of the estate of his wife, elevated the case to the Supreme Court on certiorari in G.R. No. L-38655.

WHEREAS, in the course of the hearing on whether or not the Petition in G.R. No. L-38655 was to be given due course by the Supreme Court, the Justices of the Second Division expressed their great concern at the fact that the case had been pending for so long without any relief having been given to the employees. The good Justices then strongly urged the parties to arrive at some amicable settlement that would do substantial justice to the employees in order to forestall any further protraction of the case, particularly in view of the imminent abolition of the Court of Industrial Relations. The Supreme Court has to date abstained from giving due course to the Petition in the case thereby putting the parties on continuing pressure to find some amicable settlement that would do substantial justice to the employees and yet not unduly cause hardship on the part of the heirs and estate of Fortunato F. Halili.

WHEREAS, in the face of this strong urging on the part of the Supreme Court Justices upon the parties to put an immediate end to this case by amicable settlement, the parties repeatedly came to conference, conscientiously explored all avenues of settlement, and finally arrived at the tentative agreement (tentative because of the condition that the same be sanctioned by the court in the estate case) whereby the Administratrix would transfer to the employees title to that tract of land, covered by TCT No. 36389, containing an area of approximately 33,952 square meters, situated in the Barrio of San Bartolome, Municipality of Caloocan, Province of Rizal, and pay in addition the cash amount of P25,000.00 in full and final satisfaction of all the claims and causes of action of all of the employees against the estate of Fortunato F. Halili, subject of CIR Case No. 1099-V.

"WHEREAS, in an Order, dated December 17, 1974, a copy of which is attached hereto and made a part hereof as Annex 'A', the Court of First Instance of Quezon City, Branch IV has approved in Sp. Proc. No. Q-10852, the motion of the administratrix of the estate of Fortunato F. Halili to enter into an amicable settlement with the petitioners in CIR Case No. 1099-V under the terms and conditions hereunder stipulated.

NOW THEREFORE, for and in consideration of the foregoing and of the covenants, stipulations and undertakings hereinafter contained, the parties have agreed as follows:

1. The UNION, its officers and members-claimants relative to CIR Case No. 1099-V, shall withdraw and dismiss with prejudice Case No. 1099-V filed by the UNION in behalf of its members-claimants before the Court of Industrial Relations and all its incidents thereto.
2. The ESTATE shall deliver or cause to be delivered, to the UNION the following:
 - (a) Deed of Transfer of a parcel of land situated in Barrio San Bartolome, Caloocan City, containing an area of THIRTY-THREE THOUSAND NINE HUNDRED FIFTY-TWO (33,952) Square Meters, more or less, and covered by Transfer Certificate of Title No. 35389 of the Registry of Deeds of Rizal, to be made, upon

authority and approval granted by the Court of First Instance of Rizal, Branch IV, at Quezon City, in Sp. Proc. No. Q-10852 in the name of the Halili Bus Drivers & Conductors Union (PTGWO), free from any and all liens, encumbrances, and any and all claims whatsoever.

(b) Negotiable Check for TWENTY-FIVE THOUSAND (P25,000.00) PESOS in the name of Domingo D. Cabading, President of the UNION.

"3. The transfer of the above-described parcel of land and receipt of the amount of P25,000.00 constitute the full and final satisfaction of the claims and award in said CIR Case No. 1099-V, as well as any and all attorneys' liens in said case, for and in consideration of which the UNION members-claimants in CIR Case No. 1099-V by these presents now and forever release and quitclaim Halili Enterprises, Halili Transit, Fortunato F. Halili, his estate, heirs and successors by reason of CIR Case No. 1099-V, it being their intention that they be absolutely, completely and finally absolved and released from any and all liability in said case, including attorneys' liens, the transfer of the property and payment of the amount herein-above stated constituting for all intents and purposes a full, final and complete settlement and satisfaction of the award in CIR Case No. 1099-V and all incidents thereto.

4. The UNION and its undersigned officers hereby warrant that the UNION is a duly registered labor organization and that in a special meeting called for the purpose they were duly authorized on December 22, 1974, by all the members-claimants in CIR Case No. 1099-V to sign this Memorandum of Agreement with Release and Quitclaim which was unanimously approved and ratified by said members-claimants as evidenced by a Resolution dated December 22, 1974, a copy of which is attached hereto and made a part hereof as Annex 'B', and hereby jointly and severally hold the estate and heirs of Fortunato F. Halili free and harmless from, and undertake to indemnify them for, any and all liability for any claims by members of the "UNION, their heirs, assigns and agents relating to CIR Case No. 1099-V or attorneys liens in connection therewith.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures at Manila, Philippines, on December 23, 1974.

* * * * *

(Pp, 162-170, Rec., L-38655.)

On February 10, 1976, the parties also filed the following:

"JOINT SUPPLEMENTAL MANIFESTATION AND MOTION TO DISMISS

COME NOW the parties, assisted by counsel, and by way of supplement to the Joint Manifestation and Motion dated January 6, 1975, respectfully set forth:

1. Pursuant to the Memorandum of Agreement with Release and Quitclaim, dated October 23, 1974 (Annex "A" of Joint Manifestation and Motion dated January 6, 1975) petitioner administratrix of the estate of Fortunato F. Halili executed on January 6, 1975 a Deed of Conveyance of Real Property transferring to respondent union in trust for the members of the union claimants in CIR Case No. 1099-V, a parcel of land situated in the Barrio of San Bartolome, Municipality of Caloocan, Province of Rizal, consisting of 33,952 square meters, more or less, covered by TCT No. T-35389-Rizal. A copy of the deed of conveyance is attached hereto and made a part hereof as Annex "A".

"2. The said parcel of land is now registered in the name of respondent union as evidenced by TCT No. 205755-Quezon City, a copy of which is attached hereto and made a part hereof as Annex "B".

3. By virtue of the Memorandum of Agreement with Release and Quitclaim dated October 23, 1974, the members of the respondent union claimants in CIR Case No. 1099-V released Halili Enterprises, Halili Transit, Fortunato F. Halili, his estate, heirs and successors from any and all claims and liabilities, particularly those

involved in CIR Case 1099-V, thus rendering said case, as well as the instant case and G.R. No. L-30110 moot and academic.

IN VIEW OF ALL THE FOREGOING, it is respectfully prayed that this case, as well as L-30110, be dismissed.

* * * * *

Annex "A"

"DEED OF CONVEYANCE OF REAL PROPERTY

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, there has been pending in the Court of Industrial Relations since August 20, 1956 CIR Case No. 1099-V, entitled 'Halili Bus Drivers and Conductors Union (PTGWO) vs. Fortunato F. Halili, doing business under the name and style 'Halili Transit', which originated as a claim by a number of an unnamed employees of Transit for overtime compensation. In the ten years that the said case has been pending, the following relevant incidents have taken place therein:

- "1. On August 7, 1961, the Court of Industrial Relations issued a Decision holding that certain operations performed by the petitioner laborers were legally compensable but not compensated, and ordering the Court Examiner to compute the amount due to the petitioner employees under the decision.
2. On February 26, 1968, the Supreme Court held in G.R. No. L-24864 that the aforesaid decision of the Court of Industrial Relations had become final and executory. For this reason, the Supreme Court denied the petition of the Administratrix of the estate of the late Fortunato F. Halili for the dismissal of the CIR Case (No. 1099-V) so as to enable the petitioner-employees to file their claims in the proper estate case.
3. Complying with the order of the Court of Industrial Relations to compute the liability of Halili Transit to the petitioner-employees on the basis of the guidelines established by the said court, the Court Examiner submitted his report dated April 28, 1972 in which the liability of Halili was placed to aggregate P3,812,039.55.
4. Alleging that the guidelines on which the computation used by the Court Examiner were contrary to law, the Administratrix of the estate of Fortunato F. Halili, who is now also the Administratrix of the estate of his wife, elevated the case to the Supreme Court on certiorari in G.R. No. L-38655.

WHEREAS, in the course of the hearing on whether or not the Petition in G.R. No. L-38655 was to be given due course by the Supreme Court, the Justices of the Second Division expressed their great concern at the fact that the case had been pending for so long without any relief having been given to the employees. The good Justices then strongly urged the parties to arrive at some amicable settlement that would do "substantial justice to the employees in order to forestall any further protraction of the case, particularly in view of the imminent abolition of the Court of Industrial Relations. The Supreme Court has to date abstained from giving due course to the Petition in the case, thereby putting the parties on continuing pressure to find some amicable settlement that would do substantial justice to the employees and yet not unduly cause hardship on the part of the heirs and estate of Fortunato F. Halili.

WHEREAS, in the face of this strong urging on the part of the Supreme Court Justices upon the parties to put an immediate end to this case by amicable settlement, the parties repeatedly came to conference, conscientiously explored all avenues of settlement, and finally arrived at the tentative agreement (tentative because of the condition that the same be sanctioned by the court in the estate case) whereby the Administratrix would transfer to the employees title to that tract of land, covered by TCT No. 36389, containing an area of approximately 33,952 square meters, situated in the Barrio of San Bartolome, Municipality of Caloocan, Province of Rizal, and pay in addition the cash amount of P25,000.00 in full and final satisfaction of all the claims and causes of action

of all of the employees against the estate of Fortunato F. Halili, subject of CIR Case No. 1090-V. This agreement between the parties, arrived at through their respective counsel in the labor case, was made known to the Supreme Court in a Joint Manifestation dated November 9, 1974, copy of which is hereto attached as Annex "A".

WHEREAS, in an Order, dated December 17, 1974, a copy of which is attached hereto and made a part hereof as Annex "B", the Court of First Instance of Quezon City, Branch IV, has approved in Sp. Proc. No. Q-10852 the motion of the Administratrix of the estate of Fortunato F. Halili to enter into an amicable settlement with the petitioners in CIR Case No. 1099-V under the terms and conditions stipulated in a Memorandum of Agreement with Release and Quitclaim, a copy of which is attached hereto and made a part hereof as Annex "C".

WHEREAS, one of the consideration for the agreement, Annex "C", is the transfer to the union, petitioner in CIR Case No. 1099-V, of a parcel of land situated in Barrio San Bartolome, Caloocan City, containing an area of 33,952 square meters, more or less, and covered by TCT No. T-35389 of the Registry of Deeds of Rizal.

NOW, THEREFORE, for and in consideration of the premises and pursuant to the Memo-randum of Agreement with Release and Quitclaim, dated Dec. 23, 1974, Annex "C", the herein administratrix of the estate of Fortunato F. Halili hereby conveys and transfers unto the Halili Bus Drivers & Conductors Union (PTGWO) in trust for the members of the union claimants in CIR Case No. 1099-V, their heirs, successors, assigns and agents, subject to attorneys' liens in favor of Atty. B. C. Pineda and other counsel in said case pursuant to their retainer contracts, that parcel of land situated in Barrio San Bartolome, Caloocan City, containing an area of 33,952 square meters, more or less, covered by TCT No. T-35389 of the Registry of Deeds of Rizal, and more particularly described as follows:

"A parcel of land (Lot No. 194-A of the subdivision plan Pcs-1233-D, being a portion of Lot No. 194- Piedad Estate, G. L. R. O. Record No. 5975), situated in the Barrio of San Bartolome, Municipality of Caloocan, Province of Rizal. Bounded on the NE. by Lot No. 194-B of the subdivision plan; on the S. by Lot No. 743 Piedad Estate and property of Feliciano Roque (Psd-1422, Lot No. 183-New); on the W. by Lot No. 182, Piedad Estate and property of Ignacio de los Santos (Flr-128-D, Lot No. 416); and on the NW. by Lot No. 439, Piedad Estate, Beginning at a point marked '1' on plan, being N. 48 deg. 16' W., 482.01 m. more or less from L.M. No. 22, Piedad Estate; thence N. 80 deg. 47'W., 41.20 m. to point '2'; thence S. 44 deg. 20'W., 6.20 to point '3'; thence N. 60 deg. 13'W., 46.10 m. to point '4'; thence N. 10 deg. 35'W., 23.40 m. to point '5'; thence N. 88 deg. 51'W., 14.90 m. to point '6'; thence N. 1 deg. 39'W., 27.70 m. to point '7'; thence N. 8 deg. 56'W., 21.30 m. to point '8'; thence S. 54 deg. 49'W., 117.70 m. to point '9'; thence N. 11 deg. 42'W., 107.00 m. to point '10'; thence N. 13 deg. 00'm 136.50 m. to point '11'; thence N. 73 deg. 16'E., 84.09 m. to point '12'; thence S. 18 deg. 05'E., 177.54 m. to point '13'; thence S. 26 deg. 02'E. 136.38 m. to point of beginning; containing an area of THIRTY THREE THOUSAND NINE HUNDRED FIFTY TWO SQUARE METERS (33,952), more or less. All points referred to are indicated on the plan; and on the ground points '1', '9', '10' and '11' are marked by old P.L.S. Conc. Monuments; bearings true; declination 0 deg. 48'E., date of the original survey, July 1 - Dec. 14, 1907; and that of the subdivision survey; April 10, 1934.

IN WITNESS WHEREOF, I have hereunto signed this deed of conveyance at Malabon, Rizal, this 6th day of January, 1975."

* * * * *

(Pp. 183-187, Rec., L-38655)

After going over the joint motions thus filed by the parties and the documents attached thereto, the Court is convinced that the amicable settlement entered into by the parties which contains no provisions contrary to law,

morals or public order will definitely terminate the controversies between the parties.

Wherefore, the above motions are granted, and as prayed for by the parties, cases G.R. Nos. L-30110 and 38655 are hereby dismissed, and the parties are enjoined to abide by the terms and conditions of their agreement. No costs.

Fernando, Antonio, Aquino, and Concepcion, Jr., JJ., concur.

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