

NORTHWEST AIRLINES, INC., PETITIONER, VS. NORTHWEST AIRLINES PHILIPPINES EMPLOYEES ASSOCIATION, LOUISE MATEU AND COURT OF INDUSTRIAL RELATIONS, RESPONDENTS.

G.R. No. L-17378. April 30, 1962

Ponente: BARRERA, J.

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BARRERA, J.:

On April 8, 1960, respondents Northwest Airlines Philippines Employees Association, Antonio Suarez, Brigido Sibug, and Louise Mateu filed with respondent Court of Industrial Relations a joint petition for injunction[1] against petitioner Northwest Airlines, Inc. alleging, inter alia, that respondents Suarez, Sibug, and Mateu are employees of petitioner company; that on January 28, 1958, respondents Suarez and Sibug filed with respondent Court an unfair labor practice case docketed as Case No. 1553-ULP, and respondent Mateu also filed with the same court an unfair labor practice case docketed as Case No. 1205-ULP against petitioner company; that Case No. 1205-ULP was amicably settled, while in Case No. 1553-ULP, respondents Sibug and Suarez were ordered reinstated to their positions, under the same terms and conditions before their dismissal;[2] that on February 29, 1960, respondents Suarez, Sibug, and Mateu received from petitioner company a notice of termination of their services on May 1, 1960 in Manila, but that if they wished to, they could be reemployed in Tokyo; that said termination of employment is contrary to the decision of respondent Court in Case No. 1553-ULP and to the settlement entered into between the parties in the case of respondent Mateu in Case No. 1205-ULP; that petitioner company is making said termination of employment because they have filed cases against it with respondent Court; that by re-employing respondents in Tokyo as an alternative to their dismissal, petitioner company seeks to have them outside of the protection of Philippine labor laws; that petitioner company will terminate their employment unless they accede to re-employment in Tokyo on May 1, 1960, and the same will terminate their employment unless they accede to in Case No. 1553-ULP; and that great and irreparable injury will be sustained by respondents, in case their employment is terminated by petitioner company, or if they refuse to accede to being re-employed in Tokyo. Respondents, therefore, prayed that pending final determination of the case, respondent Court issue a writ of preliminary injunction enjoining petitioner company from carrying out the termination of their employment.

On April 26, 1960, petitioner company received notice of hearing from respondent Court as to Case No. 1553-ULP, set for April 28, 1960. The notice of hearing did not mention Case No. 1205-ULP. Pursuant thereto, the parties through their respective counsel, appeared before respondent Court on said date. At the hearing, petitioner company manifested that having received notice of hearing as to Case No. 1553-ULP only, it was limiting its appearance to said case. Hearing proceeded accordingly, both parties presenting their respective evidence.

On April 30, 1960, respondent Court granted a writ of preliminary injunction to respondents Association, Suarez, Sibug, and Mateu, in an order which reads:

"ORDER

"Complainants Northwest Airlines Philippine Employees Association (NAPEA), Antonio Suarez, Brigido Sibug, and Louise Mateu pray that a preliminary injunction be issued against respondent Northwest Airlines, Inc., to enjoin it from terminating the services of Antonio Suarez, Brigido Sibug, and Louise Mateu before judgment.

"The facts are these: Suarez, Sibug, and Mateu are employees of the company. On January 28, 1958, Suarez and Sibug filed Case No. 1553-ULP and on February 11, 1957, Mateu filed Case No. 1205-ULP, all against the company. While Case No. 1205-ULP was amicably settled and Mateu continued in the services of the company, in Case No. 1553-ULP, Suarez and Sibug were ordered reinstated as flight attendants of the company.

"On February 29, 1960, respondent company sent a notice to Suarez, Sibug, and Mateu that their services would be terminated on May 1, 1960, unless they accept re-employment in Tokyo (Exhibits A and B).

"By re-employing the complainants in Tokyo, as an alternative of their dismissal, the respondent places them outside of the protection of the Philippine Labor Laws and violates the decision in Case No. 1553-ULP and the settlement in Case No. 1205-ULP.

"Respondent claims that Suarez was offered another position in Manila but that he refused to accept because, being supervisory, it is a non-union job. By accepting the same, Suarez would lose the protection of his union.

"Since an injunction may be granted in order to preserve the status quo until the title can be determined (Golding vs. Balatbat, 36 Phil., 941) this Court, after notifying the respondent and hearing both parties and after a bond in the amount of P1,000.00 has been filed by complainants, hereby orders the respondent to desist and refrain from terminating the services of Suarez, Sibug, and Mateu and in case it has already dismissed them, to put them back to their former positions, under the same terms and conditions before their dismissal, pending the termination of this litigation, or unless a contrary order is issued by this Court.

"SO ORDERED."

On May 4, 1960, petitioner company filed separate motions for reconsideration in Cases Nos 1553-ULP and 1205-ULP. In his motion for reconsideration relating to Case No. 1205-ULP, he alleged that (1) said case had been dismissed in 1957, which dismissal is final and respondent Court "had no jurisdiction" to issue the order of April 30, 1960; (2) that there was no hearing on said case and hence, there is also no jurisdiction to issue said order; and (3) there was no previous award or order in said case, and no labor dispute was alleged in respondents' petition for injunction which, if proven, could be the basis for issuance of preliminary injunction. To said motions for reconsideration, respondents filed a reply on May 7, 1960 alleging that the records will show that their petition for injunction filed on April 8, 1960 referred not only to respondents Suarez and Sibug, but also to respondent Mateu as may be seen from the caption of said petition; that while the clerical error committed in the notice of hearing received by petitioner company made it appear that only Case No. 1553-ULP was being heard, the records will show that the matter being heard was "the injunction petition and not the unfair labor practice cases"; that petitioner cannot claim lack of notice, because it was duly informed by the allegations contained in said petition for injunction which it had received and to which it replied; and that the injunction with reference to respondent Mateu is preliminary and, therefore, interlocutory in nature and is improper for reconsideration and should be brought only in the hearing on the merits. On May 13, 1960, respondent Court denied said motions for reconsideration in its resolution en banc of the following tenor:

"RESOLUTION

"These are motions filed by counsel for respondents for the reconsideration of the Order of Trial Court dated April 30, 1960. After a careful perusal of the records as well as the arguments of both parties, the Court en banc fails to find sufficient justification for altering or modifying the aforesaid Order.

"BOTH MOTIONS DENIED.

"SO ORDERED ."

On September 2, 1960, petitioner company filed with this Court the present petition for certiorari, insofar only as Louise Mateu (Case No. 1205(1)-ULP) is concerned, with a prayer for a writ of preliminary injunction to enjoin respondent Court pending the determination of the case on its merits from executing its order of April 30, 1960 with respect to respondent Louise Mateu. In due time, we issued the preliminary injunction prayed for.

We find merit in petitioner-company's contention that respondent Court acted without or in excess of its jurisdiction in granting the writ of preliminary injunction insofar as respondent Mateu is concerned. The writ was granted on a mere verified motion presented as an incident in Case No. 1205-ULP which was dismissed on May 30, 1957.

As far as can be gathered from the records before us, that case involved the propriety or legality of the deductions made by the company from the salary of respondent Mateu covering medical bills advanced by the company in Tokyo for Miss Mateu. Claiming that the deductions were not authorized by law, Miss Mateu filed said Case No. 1205-ULP. Miss Mateu having questioned the deduction, the company felt it could not under the law withhold a part of the employee's wages as it was strictly not a debt due but a disputed obligation. Hence, the company refunded the deduction and the parties amicably settled the case. Respondent Court upon agreement of the parties dismissed the case on May 30, 1957, in an order which reads:

"ORDER

"It appearing that respondents, thru their counsel, and with the conformity of the herein complainant (respondent Mateu herein), moved for dismissal of the above-entitled case on the ground that they have already amicably settled the same, let this case be, as it is hereby, DISMISSED.

"SO ORDERED."

As it appears, the only matter involved in that Case No. 1205—ULP was the payment of medical expenses incurred by Miss Mateu while in Japan. At most, it concerned the question as to who was liable for such payment, the employee or the company, and whether the same was deductible from the employee's salary. Nothing was mentioned nor was there anything from the pleadings or the order of dismissal from which it could be inferred about the continuance or discontinuance of Miss Mateu in the service of the company. Upon the other hand, the present petition for injunction seeks to enjoin petitioner company from terminating the employment of respondent Mateu on entirely different ground. There is clearly no connection whatsoever between the two cases, both in issue and subject matter. True it is, that under Section 17 of Commonwealth Act No. 103, the Court of Industrial Relations may, on application of an interested party, and after due hearing, "alter, modify in whole or in part, or set aside any such award, order or decision, or reopen any question involved therein" during the effectiveness of said decision or award, and that if the effectivity is not therein specified, any of the interested parties may terminate the effectiveness of the decision or award three (3) years thereafter. But this applies only where the subsequent matter is incidental or related to the original or main case and not where, as in the instant case, the new controversy has absolutely no relation or is alien to the original or main case. To hold otherwise would be to grant to respondent Court excessive or broad powers, not conferred or contemplated by the statute. The question of employment and lay off of respondent Mateu, it is recalled, was never an issue in the original or main Case No. 1205-ULP filed and dismissed in 1957. In the circumstances, it would be unfair to restrain petitioner company by injunction from terminating her (Mateu's) employment in a case filed merely as an incident to a main case of an entirely different issue and subject matter.

Wherefore, the herein petition for certiorari and prohibition is granted and the order of respondent Court (dated April 30, 1960) as well as its resolution en banc (of May 13, 1960) affirming said order insofar as respondent Louise is concerned, are hereby set aside, without prejudice to the right of respondent Mateu to question her lay-off in a separate appropriate proceeding. The preliminary injunction heretofore issued by this Court is made permanent. No costs. So ordered.

Padilla, Bautista Angelo, Concepcion, Reyes, J. B. L., and Paredes, JJ., concur.

[1] As incident to Case No. 1553-ULP decided by CIR on June 4, 1958, and to Case No. 1205-ULP dismissed by CIR on May 30, 1957.

[2] Reinstatement was reaffirmed by Supreme Court in G. R. No. L-14202, dismissed for lack of merit in Resolution of August 20, 1958.

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