

KAISAHAN NG MGA MANGGAGAWA SA KAHUY SA FILIPINAS (CLO), PETITIONER, VS. THE COURT OF INDUSTRIAL RELATIONS ET AL., RESPONDENTS.

G. R. Nos. L-1970-72. October 02, 1948

Ponente: TUASON, J.

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TUASON, J.:

In case No. 73-V and 73-V (1) of the Court of Industrial Relations, that Court in an order dated October 17, 1947, authorized and sanctioned the temporary closing by Dy Pac & Co., Inc., of its saw mill on Juan Luna St., Manila, and the laying off of its laborers, as of June 30, 1947. The order imposed this condition, to wit: "que la compañía, cuando reabra su negocio de tableria o cuando reanude la operacion de la misma, repondra o permitira que sus empleados y obreros que han quedado sin trabajo o suspendidos con motivo del cierre del negocio continuen en el servicio." The saw mill was opened on November 17 by Central Saw Mill, a different corporation, under a contract of lease with Dy Pac & Company. Central Saw Mill brought its own personnel and took in some of Dy Pac's former employees. Those of Dy Pac's former laborers who were left out filed a motion for contempt, amended on November 29, against both Dy Pac & Co. and Central Saw Mill, motion which was docketed as a separate case and numbered 73-V(2). It was charged that the lease was simulated, designed "to avoid the decision of this Honorable Court being carried out", and that the respondents "had violated and defied the authority of this Honorable Court."

It was from an adverse decision of the Court of Industrial Relations on the motion for contempt that the present appeal by certiorari was brought. The part of the order which is pertinent for the purpose of this proceeding is as follows:

"From the documentary evidence, presented in the hearing of this motion, it is clear that the Central Saw Mill, Inc., with which Dy Pac & Company, Inc., has a contract of lease, is a distinct and separate entity from the Dy Pac & Company. The fact that some members of the Board of Directors of the Dy Pac & Company and the Central Saw Mill, Inc., are the same, or, members of just one family, would not alter the fact that the two companies are two independent entities, more so, when it is considered that the Central Saw Mill, Inc., has been in operation since 1939. There is no affirmative allegation either that the contract of lease was a nullity nor could it be claimed that the contract of lease should include a clause to accept the laid-off laborers and employees, as this contingency was not contemplated in the decision of October 14, 1947, nor could the failure to include it as a provision thereof render the contract of lease void or ineffective. The position of the Court becomes more clear when it has to be remembered that there was no evidence that Dy Pac & Company has reopened its lumber mill or reestablished its business to make the case squarely fall under the terms of the decision of the Court of October 14, 1947. Undoubtedly, to make the Central Saw Mill, Inc., a party to the case and more, to hold it in contempt of Court just because it refused to re-employ all the former employees and laborers of the Dy Pac & Company, Inc., when no mention about it has been made in the contract of lease between the two lumber companies nor was it an original party to the case, would be to set at naught the independent and legal personality of the Central Saw Mill, Inc. Surely, the social Justice policy of the state

should not be interpreted to mean the shielding of one and the oppression of the other. If Dy Pac & Company has sought to lease its property believing that it would redound to its benefit, it has perfectly that right considering the fact that there is no evidence that it had been resorted to negate the decision of the Court."

The respondents ask for dismissal of the appeal on the ground that only questions of fact are involved.

It is apparent from the nature of the charges and from the above-quoted order, that the question raised and the question decided by the court was a question of fact. Specifically, the question raised and the question decided was whether the two respondent companies were identical, or whether the lease by Dy Pac of its establishment to Central Saw Mill was fictitious, as the petitioners allege, executed for the main or sole purpose of circumventing the court's order. The very argument in petitioners' memorandum with which they press their accusation is replete with assertions and phrases that are characteristically factual, such as, to mention only some, "collusion", "bad faith"; "fictitiously alienating the management"; "a fictitious and fraudulent contract, simulated by the parties therein, * * * to defeat the effectiveness of the decisions"; "suspicious circumstances"; "obstruction and degradation of the administration of justice"; all of which rest on evidentiary facts for their determination. Only questions of law, which must be distinctly set forth, may be raised in an appeal by certiorari from an order or decision of the Court of Industrial Relations. (Sec. 2, Rule 44, of Court.) In consonance with this rule we have" steadfastly refused to interfere with the findings of fact of that court, limiting our attention to questions of law. (Central Azucarrera de Tarlac V. Court of Industrial Relations,[1] No. 46843, 40 Off. Gaz., 3d Supp., 319; Manila Labor Union, 40 Off. Gaz., 9 Supp. 132; Mindanao Bus Co. vs. MBC Employees,[2] Nos. 47544 & 47611, 40 Off. Gaz., 10th Supp., 114; Bohol Land Transportation Co. vs. BLT Employees Labor Union[3], No. 47661, 40 Off. Gaz., 13th Supp., 88; Leyba vs. Meralco, 40 Off. Gaz., 4th Supp., 73; Elks Club vs. Rovira[4] No. 48411, promulgated February 24, 1948, 45 Off. Gaz., 3829.)

Upon the foregoing considerations, the petition is dismissed with costs.

[1] 69 Phil., 289

[2] 71 Phil., 168

[3] 71 Phil., 291

[4] 80 Phil., 272

DISSENTING

PERFECTO, J.:

The findings of fact of the Court of Industrial Relations are reviewable by the Supreme Court. This legal theory is based on the very provisions of the law creating said court, as we have already explained in our opinion in other cases. No new reasons have been offered to us why we have to abandon said legal theory. We recoil from the idea of making the Court of Industrial Relations infallible on matters of fact,

The findings of fact of the Court of Industrial Relations In this case are not supported by the evidence. We agree with the findings made in the dissenting opinion of Mr. Justice Briones.

We, therefore, vote to grant the petition.

DISIDENTE

BRIONES, M.:

La mayoría sobreesee el pccents recurso por el fundament o de quo el mismo plantea solamente cuestiones de hecho y en consonancia con esta regla (art. 2, regla 44, de los Tribunales) hemos rehusado firmante etrometernos en las apreciaciones de hecho de esa corte (la industrial), limitando nuestra atencion a las cucstiones de derecho.

Este pronunciamiento incondicional es, a mi juicio, erroneo. La nogntiva do esta Corte Suproma a revisar las apreciaciones do hecho de la corte do relaciones industriales se ha hecho siempre con una qualificacion, a saber, que la corte industrial no haya abusado de su discrecion en la epreciacion de los hechos que isirven de base a su sentencia. Esta regla se ha establecido invariablemente en una serie de decisiones, aiendo la ultima la dictada recientemente en el asunto de Pepsicola Inc., contra National Labor Union,[1] No. L-1500, en rla que, a su vez, se citan con aprobacion los siguientes asuntos: Mindanao Bus vs. Mindanao Bus Co. Employees Association,[2] No. 47544 y 47611, 40 Off. Gaz., 10th Supp., 114; Manila Electric Co. vs. National Labor Union Inc.,[3] R. G. No. 47279, November 25, 1940; Central Azucarera de Tarlac vs. Court of Industrial Relations[4] No. 46843, 40 Off. Gaz., 3d Supp., 319.

En el asunto de Central Azucarera de Tarlac, recurrente, vs. Court or Industrial Relations, and Philippine Labor Union, recurridos, supra, se declaro lo siguiente:

"Considering the facts found by the Court of Industrial Relations to have been proven, which we are not at liberty to alter and must have to accept, unless in arriving at them it has committed a grave abuse of discretion; and considering the principle of commutative justice that the salary must answer in an adequate manner to the work performed and be sufficient in order that a family in ordinary circumstances may be able to subsist, we find that the respondent court has not committed a grave abuse of discretion in refusing to authorize the reduction of the number of laborers of the petitioner to one-half, with a minimum wage of P1, and in compelling it to retain the same number of laborers whom it usually employs during the off seasons." (40 Off. Gaz., [Dec. 15, 1939] Supp. 7, p. 319.)

En el asunto de Mindanao Bus Company, recurrente, vs. Mindanao Bus Company Employees Association, recurrida, ut supra, hicimos tambien una declaracion semejante, a saber:

"* * * The findings of the Court of Industrial Relations are conclusive and will not be disturbed in the absence of a showing that it has abused its discretion."(40 Off. Gaz. [December 19, 1940] Supp. 14, p. 115.

Bajo la regla de que se trata es indudable que te emos facultad para revisar la sentencia del tribunal industrial en el asunto que nos ocupa. Tenemos aque un caso en que evidentemente la corte industrial abusd de su discrecional apreciar los hechos. Ciertas circunstancias y hechos no negados en autos inclinan fueritenente el animo judicial a creer que aque hubo una colusion entre de corporaciones hermanas para burlar los derechos del obrero y hacer ineficaz una orden de la corte industrial encaminada a proteger tales de reclios. A rala de cierta disputa entre Dy Pac & Co. Inc. y aua obreros, la corte industrial autorizo el cierre temporal del negocio de tablerfa de fiquella desde el 13 de Junio de 1947, "con la conclusion de que la compaña, cuando reabra au negocio de tablerla o cuando reanude la operacion de la misma, repondro permitra1 que bus empleados y obreros que han quedado sin trabajo o auspendidos con motivo del cierre del negocio, continilen en el servicio." Que ocurre, ain embargo, de apuela Dy Pac & Co., en vez de reabrir por misma su negocio, da en arrendamiento todas bus maquinarias, equipos y pertenencias a una corporacion hermana llamada Central Saw Mill Inc. Que se trata de doo corporaciones hermanas, es cosa que no admite duda. En hecho establecido en autoa que Daniel Dy Pac, el individuo que represento a Dy Pac & Go. Inc. ante la corte industrial, es presidente y gerente auxiliar de dicha compaña, pero es, al propio tiempo, administrador general de la uenttal Saw Mill Inc. Pues bien, eate Daniel Dy

Pac es quien firma el contrato de arrendamiento en nombre de Dy Pac & Co. Inc. con el nombre de Dy Lip Kum. (Se puede tomar conocimiento judicial de que en Filipinas es corriente y ordinario el hecho muchas veces desorientador de que los chinos usan dos nombres: uno chinico, y otro cristiano, si lo tienen). Que mas? Existe otra prueba positiva, contundente, de la hermandad entre las dos compañías y es el siguiente hecho: el viejo Dy Pac, que es el jefe de la familia y ea practicamente el animador y principal capitalista de arabas corporaciones, es el gerente general de Dy Pac & Co. Inc., pero es al propio tieiapo el presidente de la compañía arrendataria Central Saw Mill Inc., como que ea quien firma el contrato de arrendamiento en nombre de esta ultima compañía. Es hecho tambien establecido que los accioniatas de ajubas eiapresas son casi los mismos, es decir, miembros de la familia Dy Pac. Puede, pues, afirmarse, sin temor a equivocacion, que aaibas compafilas eatfin capitalizadas y dominadas por una sola familia.

De estas pruebaa circunstanciales, establecidas en autos sin dispute, la colusion resulta evidente. Si el arrendamiento no fuese un simulacro para evitar el reemplazo de los obreros y empleados afectadoa ipor que no se inserts en el contrato una clatisula que pusiera a salvo el derecho de los mismos a reocuparse, iaponiendo a la arrendataria la obligacion de reemplazarlos? Notese que la orden de la corte industrial dice que "x x x x x (Dy Pac & Co.) repondra o permitira que sus empleados y obreroa que han quedado ain trabajo o suspendidos con motivo del cierre del negocio, continuen en el servicio." En virtud de este mandato Dy Pac & Co. quedaba obligada a hacerse cargo del reemplazo de sus obreroa y empleados afectados, sin que pudiera alegar que no estaba reabrien do su negocio sino que lo estaba arrendando tan solo a la Central Saw Mill Inc. Tratandose de dos compañías, la arrendadora y la arrendataria, capitalizadas por unos mismos accionistas y controladas por casl los mismos ofioiales, sostengo que el negocio de la una es tambien practicamente negocio de la otra, por lo inenos para los efectos de la ordan en cuestion. Por tanto, el arrendamiento tiene que considerarse necesariamente conio simulado para evitar el reeapleo de los obreroa afectadoa y consiguienteEiente no puede alegarae coao excusa para evadir la orden de la corte industrial. Si esto se permitiera, los derechos del obrero serfan completaraente ilusorios. En los casos de venta o traspaao en Traude de acreedores por falta de consideracidn, el parentesoo se considera como indicio veiieamente de fraude. Pues bien; crep que en el presente caso existen las mianas razones para conceptuar el parentesco coiao prueba de collision.

Voto, por tanto, en favor del recurso.

PABLO, M.:

Concurro con esta disidencia.

[1] Supra, p.348

[2] 71 Phil., 168

[3] 70 Phil., 617

[4] 69 Phil., 289

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