

**HERNANDO LAYNO, DELFIN CUETO, ENRIQUE LAYNO, JR., AND
YOUNG MEN LABOR UNION STEVEDORES, PETITIONERS, VS. HON.
RAFAEL DE LA CRUZ, JUDGE OF THE COURT OF FIRST INSTANCE OF
SURIGAO ...**

G.R. No. L-20636. April 30, 1965

Ponente: REYES, J.B.L., J.

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REYES, J.B.L., J.:

Petition for a writ of certiorari to annul and set aside a writ of preliminary injunction (Petition Annex "C") issued by the Court of First Instance of Surigao del Sur, in its Civil Case No. 11 (New), at the instance of private respondent Lianga Hay Logging Co., Inc., and enjoining the defendants (petitioners in this Court) Layno, Cueto and Young Men Labor Union Stevedores (Petition, Annex "C") to

"individually and as a group, and AM. their agents, laborers or other men as groups of men having privity with them, desist under penalty of the law, from threatening, preventing, interfering or molesting in any manner whatsoever, the plaintiff and the Diatagon Arrastre Co., Inc., the corporation which the latter has contracted to under take its work, in the towing and loading of export logs and lumber of the said plaintiff, and or unloading its cargoes, and particularly the towing and loading of 1,700,000 board feet of logs on the SS HOHNAN MARU. This order shall continue in full force and effect with respect to other vessels which in the future may be chartered by the said plaintiff for loading export logs or lumber until this present case for injunction will have been finally determined by this Court."

The case started in the court below with a complaint of the Lianga Bay Logging Co., Inc., charging that defendants (petitioners in this Court), through threats and intimidation, demanded that the corporation cancel its existing stevedoring contract with the Diatagon Arrastre Co., Inc., so that the men affiliated to the Young Men Labor Union should undertake the loading of export logs and lumber of the company on the SS "Hohnan Maru", defendants further threatening to prevent the plaintiff from exporting its logs, abetted by defendant Layno, town mayor, who threatened to use the town police in favor of the Union, to the irreparable damage of plaintiff. The Diatagon Arrastre Co., Inc., employed workers affiliated with the Diatagon Arrastre Workers' Union.

Answering the petition, defendants alleged that the logging company "avails itself of services of stevedores who are members of (a) company dominated union"; that as the permit issued in favor of the Diatagon Arrastre Workers' Union had already expired, defendant Delfin Cueto, as officer of the Young Men Labor Union advised the Workers' federation that "henceforth the defendant legitimate labor organization (i.e. the Young Men Labor Union) would undertake the loading of the plaintiff's logs on board any ship or vessel coming to Diatagon, Lianga, Surigao del Sur; and averred "that the defendants never committed any threats or intimidation or any unlawful acts prior to the filing of the case"; that plaintiff Company discriminated against members of the defendant labor union in regard to employment of laborers or stevedores. Subsequently, defendants below filed an urgent motion to dissolve the writ of preliminary injunction, alleging lack of jurisdiction in the issuing court, that the case was under the exclusive jurisdiction of the Court of Industrial Relations, and that the procedure laid down

in Section 9 (d) of Republic Act No. 875 had not been followed.

After hearing "the evidence calculated to bring the matter within the purview of Section 9, R. A. 875", and finding that there were existing contracts between the Lianga Bay Logging Company and the Diatagon Arrastre Company, Inc., and between the latter and the Diatagon Arrastre Workers' Union, the court below declined to lift the injunction "subject to better proof during the trial on the merits of this case". A motion to reconsider having been subsequently denied also, the defendants resorted to this Supreme Court for relief.

The petition filed in this Supreme Court raises the question of the validity of the injunction, it being contended that the same was improper for lack of jurisdiction and non-observance of the conditions prescribed by section 9 of the Industrial Peace Act (R. A. No. 875).

We find no merit in the petition.

A striking feature of this case is that the record fails to show any demand whatever made by petitioners herein on the employees regarding terms or conditions of work. The defendant's answer in the court below (Annex "B" of the petition), which formed the basis of its motion to lift the preliminary injunction, averred merely a notice on the rival Diatagon Arrastre Workers' Union, that the petitioning Young Men Labor Union would henceforth take the work of loading and unloading logs on the ships, but did not claim any demand or notice being made on respondent Logging Company nor on the Diatagon Arrastre Company other than that its members be substituted for those of the Union With which a contract existed.

In other words, what the petitioners herein asked was not a change in working terms or conditions, or the representation of the employees, but that its members be hired as stevedores in the place of the members of the Diatagon Arrastre Workers' Union, which petitioners wanted discharged notwithstanding the existing contracts of the Arrastre Company with the latter union, as expressly found by the trial court. It is difficult to see how such a demand can be considered a labor dispute as the same is defined in section 2 of the Industrial Peace Act (*Associated Flour Haulers vs. Sullivan*, 5 NYS 2nd, 982, 985; *Lauf vs. E. G. Shinner & Co.*, 82 Fed. 2d, 68; *United Electrical Coal Companies vs. Rice*, 80 Fed. 2d, 1; *Fitzgerald vs. Dillon*, 92 Fed. Supp., 681). As pointed out in *Donnelly Garment Co. vs. International Ladies' Garment Workers' Union*, 21 Fed. Supp. 807, the definitions of "labor disputes" in the Act must be confined to cases involving that exercise of freedom of action of employees dealt with by the declared public policy of protecting employees in their freedom of association and in the designation of bargaining representatives. In the present case, the Young Men Labor Association made no demands for better terms or conditions of work; for aught that appears of record it was satisfied with those already existing. Neither did it seek the right to represent the workers already employed; on the contrary, it wanted them discharged and replaced by its own members. Such being the case, there is no controversy over terms, tenure or conditions of employment, or over representation of employees that called for the application of the Industrial Peace Act.

With regard to the alleged unfair labor practice of discriminating in favor of workers affiliated to the Arrastre Workers Union, it stands to reason that a mere charge or allegation to that effect does not suffice to oust the jurisdiction of the Court of First Instance any more than a simple averment that "no labor dispute exists" would suffice to confer it. There is total absence of evidence that the acts complained of were actually committed, or that an unfair labor practice charge has been made, or is actually pending, in the Court of Industrial Relations. None of these requirements is shown by the petitioners; in truth, it is averred by the respondents herein, and is not denied, that petitioners submitted no evidence in the Court of First Instance to support their motion to lift the injunction; and the allegation is confirmed by the absence of any reference in the petition to evidence produced before the trial court. The very same thing can be stated of the alleged expiration of the permit of the Diatagon Arrastre

Workers' Union, and that the latter was company dominated: no proof was submitted to substantiate the charge.

WHEREFORE, the petition for certiorari is dismissed, with costs against petitioners. The writ of preliminary injunction prayed for not having been issued, because of failure of petitioners to post the requisite bond, no dissolution thereof is required.

Bengzon, C.J., Bautista Angelo, Concepcion, Barrera, Paredes, Dizon, Regala, Makalintal, Bengzon, J.P. and Zaldivar, JJ., concur.

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