

CATALANO MAGDANGAL, BUENAVENTURA SENEICIO, ALBERTO DOREN, ALFREDO SOBLANO, SR., FEDERICO SUMAYLO, JR., AND BERNARDO SOBLANO, PETITIONERS, VS. HAWAIIAN-PHILIPPINE COMPANY, HON. RA...

G.R. No. L-39324. July 16, 1975

Ponente: AQUINO, J.

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AQUINO, J.:

Catalino Magdangal, Buenaventura Senecio, Alberto Doren, Alfredo Soblano, Sr., Bernardo Soblano and Federico Sumaylo, Jr. filed this special civil action of certiorari (it may be treated as a prohibition action) in order to enjoin the implementation of the writ of execution dated July 24, 1973 which was issued against them by Hon. Judge Rafael C. Climaco in Civil Case No. 493 of the Court of First Instance of Negros Occidental, Branch I, Silay City.

The writ of execution was intended to enforce the final judgment in the said case dated January 26, 1973. In that judgment Judge Climaco ordered the six petitioners to vacate the houses occupied by them in the compound of Hawaiian-Philippine Company. Each of them was required to pay a monthly rental of one hundred fifty pesos from September 8, 1971 when the ejectment complaint was filed.

We gave due course to the petition so as to find if any injustice was perpetrated against the six petitioners, former employees of the company, and to dispel the notion that the law grinds the faces of the poor and that the rich rule the law. The petitioners were allowed to sue in forma pauperis. Miss Rosario R. Rapanut, a special attorney of the Citizens Legal Assistance Office, was directed to file (and she did file) a memorandum for the petitioners.

We find that, far from having been oppressed by the company, the six petitioners were able to prolong unduly their occupancy of the company houses. They might have prejudiced the other employees who deserved to enjoy free housing and whom the petitioners had prevented from enjoying that benefit.

The antecedents of the case are as follows:

Hawaiian-Philippine Company is the owner of a sugar central doing business at Silay City. It had a collective bargaining agreement with the Congress of Independent Organizations (CIO-ALU) with which its workers were affiliated. Due to an alleged unfair labor practice committed by the company, the union declared a strike on April 19, 1968. Among those who joined the strike were the six petitioners herein who were officers of the union and who were presumably dismissed. Some months later, the union informed the company that it would terminate the strike and it requested the reinstatement of the twelve striking workers. The company refused to allow them to return to work.

At the instance of the union and the twelve strikers, a prosecutor filed against the company in the Court of Industrial Relations (CIR) a complaint for unfair labor practice dated February 5, 1969, Case No. 5240-ULP. That case was settled amicably. The settlement was embodied in a formal agreement dated November 5, 1969 which

was signed by the company's manager and counsel, the union president and legal counsel, and the twelve strikers (among whom were the six petitioners herein). It was attested by the CIR Commissioner assigned to hear the case.

Under that agreement the twelve individual complainants waived their claim for reinstatement and were considered retired from their employment in the company which agreed to pay all of them the total sum of P70,000, of which the sum of P65,000 was payable immediately and the balance of P5,000 would be payable "after the individual complainants and their families shall have all vacated the company houses" which they had been occupying as employees. The twelve workers bound themselves to vacate the houses "within thirty days" from the signing of the agreement.

It was also stipulated in the agreement that the check for P65,000 would be issued in the name of Zoilo V. de la Cruz, Jr., the union president and legal counsel, that the company would have no further liability after the delivery of the check to Atty. De la Cruz and that the twelve complainants and their counsel assumed the responsibility of partitioning the said amount among themselves.

CIR Judge Joaquin M. Salvador, acting upon the parties' joint motion, approved the amicable settlement and ordered the dismissal of Case No. 5240-ULP in his order dated January 13, 1970.

In view of the failure of the six petitioners to vacate the company houses notwithstanding their receipt of their shares in the sum of P65,000, the company on September 8, 1971 filed an ejectment suit against them in the Court of First Instance at Silay City (Civil Case No. 493). In their answer they set up the defense that by reason of the pendency of CIR Case No. 160-ULP-Iloilo, a case for unfair labor practice filed in 1967 by the union against the company, its supervisors and a rival union known as Visayan Area Labor Organization (Valor), they (the petitioners herein or the defendants in the ejectment suit) were still employees of the company. They further alleged that they were working in the commissary store with the company's acquiescence. (According to the company the commissary store is run by the union and does not belong to the company).

Judge Climaco in his aforementioned decision found that CIR Case No. 160-ULP-Iloilo does not involve the employment status of the six defendants; that, by reason of the compromise in CIR Case No. 5240-ULP, the defendants had agreed to vacate the company houses, and that they had already been paid the corresponding retirement gratuity. Hence, as already noted, he ordered their ejectment from the company houses.

Counsel for the company manifested in the lower court on July 16, 1973 that the balance of P5,000 would be paid to defendants' counsel as part of their retirement benefits as soon as they vacated the houses in question. Inasmuch as the judgment had become final, the corresponding writ of execution was issued.

The issue is whether Judge Climaco erred in ordering the ejectment of the petitioners from the company houses. In their memorandum they alleged that out of the P65,000, the twelve strikers received only P43,894.50 and that the compromise agreement could be interpreted to mean that each of them was entitled to receive P70,000 each as retirement pay. In their petition they argued that before they could be ejected the resolution of CIR Case No. 160-ULP-Iloilo should be awaited.

The company in its memorandum dated June 9, 1975 manifested that eleven of the twelve strikers had already vacated the company houses and that only petitioner Catalino Magdangal (allegedly the incumbent union president) is occupying the company house allotted to him.

We hold that the petition is devoid of merit. The contention that the lower court had no jurisdiction because the ejectment suit should have been filed in the city court is not well-taken. As correctly pointed out by the company, the unlawful detainer action was filed on September 8, 1971 in the Court of First Instance because more than one year had elapsed from the last day of the thirty-day period when the petitioners were supposed to vacate the

company houses (See sec. 1, Rule 70, Rules of Court and secs. 44[b] and 88, Judiciary Law).

Petitioners' pretension that their ejectment should await the outcome of CIR Case No. 160-ULP-Iloilo is baseless. That case has nothing to do with their employment status. Equally baseless is petitioners' contention that the company had not completed the payment of the sum of P65,000.

Alfredo Soblano's allegation that the twelve strikers were entitled to the total sum of P840,000 under the amicable settlement is not borne out by the stipulations thereof. His gripe that the defendants were not heard in the ejectment case does not deserve serious consideration. They were represented by counsel. They were bound by his actuations. As noted by the trial court, the defendants' counsel did not controvert the averments in the company's memorandum that it had complied with the terms of the amicable settlement and had paid to the twelve strikers their retirement gratuity.

In the lower court's pre-trial order it was clearly spelled out that, at the trial, only the testimony of a certain Filoteo would be received and the actual disposition of the ten criminal cases against the six defendants would be taken up. Their counsel did not dispute the correctness of that pre-trial order. The proceedings in the lower court were fair and regular. The defendants were not denied due process of law. The lower court had jurisdiction to order the execution of its judgment.

The trial court's decision had long become final. Its execution is a matter of right. This is not a case where facts and circumstances had transpired which render the execution of the judgment impossible or which justify the postponement of the writ of execution (2 Moran's Comments on the Rules of Court, 1970 Ed., p. 260).

The question of why out of the P65,000 the twelve strikers received only P43,894.50 is an intra-union matter which was not involved in the ejectment case. The undeniable fact is that the sum of P65,000 was paid by the company to Atty. De la Cruz as stipulated in the amicable settlement.

In view of the foregoing considerations, the petition is dismissed. No costs.

SO ORDERED.

Fernando, (Chairman), Barredo, Antonio, and Concepcion, Jr., JJ., concur.

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