

PHILIPPINE REFINING COMPANY, INC., PETITIONER VS. ANTONIO PONCE (PRESIDENT OF THE EMPLOYEES AND LABORERS ASSOCIATION, PHILIPPINE REFINING CO., INC.), ET AL., RESPONDENTS.

G.R. No. L-7570. May 28, 1956

Ponente: CONCEPCION, J.

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CONCEPCION, J.:

Petitioner, Philippine Refining Company, Inc., hereafter referred to as the company, is a corporation established in accordance with the Philippines laws. At the time of the outbreak of war in the Pacific and for sometime prior thereto, it operated a ^ refinery in the municipality of Opon, province of Cebu, where over 30 respondents herein—who, excluding the Judges of the Court of Industrial Relations, are 328 in number—were admittedly its employees when the Japanese forces invaded the Philippines, in January, 1942. On or about April 10, 1942, the Japanese took over the refinery until it was destroyed sometime in September, 1944. After liberation, sixteen (16) of the respondents actually worked for the company. On or about November 22, 1952, respondents, alleging that they were "working or in some way or another connected with" the company, filed against the same a petition, which was docketed in the Court of Industrial Relations as Case No. 774-V, praying that said company be ordered:

- "To make a preliminary conference with the petitioner through counsel with the intervention of this Honorable Court, to give way for an amicable settlement.

- "Failure to arrive at an amicable settlement and after the hearing and adjudication of the merits of the above mentioned allegations, to further order the company to grant what is alleged and prayed for as herein below stated:

"(a) To grant any pay a one month salary as gratuity and to pay the equivalent of fifteen days vacation and sick leave not enjoyed while in the: service to be based on the1 last daily or monthly rate received for every year of service rendered.

"(b) To grant and pay the* insurance benefits out of the group insurance and death benefits for the beneficiaries of deceased employees and laborers.

"(c) To give the employees and laborers their share out their Jabor contribution to production by way of bonus taken from surplus of the company from the years dividends were declared to stockholders.

"(d) To give the employees and laborers concerned their promised .premiums or its .equivalent in cash and the granting of retirement pay or pension or benefits.

"(e) To pay the unpaid, wages or salaries for the period beginning January 1, 1942 up to April 10, 1942, the unpaid overtime pay and the Christmas gifts for the Christmas season for 1941.

"(f) To pay the backpay to the employees and laborers concerned out of the payment made by the USAFFE or to aid and facilitate the employees and laborers to claim it from other branches whom the company believe responsible.

"(g) To give the employees and laborers their share of the War Damage Claim, they being considered part owner of it.

"(h) To include in the counting or adjudications of the years service to the company the services rendered by the employees and laborers to the Naval Air Base at Opon, Cebu, or somewhere else in the American liberation forces, during the American liberation in the Philippines."

"(i) To grant to Filipino employees and laborers all the benefits granted to American or foreign employees and laborers and to be computed way back the early days of the company establishment in Opon, Cebu and Cebu City installation, as to avoid discrimination.

"(j) To reemploy or reinstate the employees and laborers to their former jobs or somewhere else in the company as promised, when the company return to business.

"(k) To bring over all the records of the employees and laborers of the company whether of American, foreign or Filipino bearing, so to be made the bases in the final adjudication of what is being alleged, that is showing rates of salaries and wages number of years in the service, when employed and when terminated, and kind of job. This to be presented to a committee appointed by the court, petitioner and respondent.

"(l) To grant whatever remedy this Honorable Court deem to implement the so-called social justice as contained in the Constitution of the Philippines which in many decisions of this Court and the Supreme Court has been upheld or what it is just and equitable.

- "That the hearing be made in the municipality of Opon, province of Cebu where most of the employees and laborers concerned are residing, or in the City of Cebu."

Soon after, or on December 23, 1952, the company filed a motion to dismiss said case No. 774-V, upon the ground that the Court of Industrial Relations had no jurisdiction to take cognizance thereof and that the petition therein failed to state any cause of action. This motion was denied by an order of the then presiding Judge of said Court, Hon. Arsenio Roldan, dated January 4, 1954, which was affirmed by the Court sitting in banc in a resolution, dated February 12, 1954, denying a motion for reconsideration of the company dated January 11, 1954. On March 1, 1954, the company gave notice of its intention to appeal by certiorari and on March 8, 1954, it instituted the present case—against the petitioners in case No 774-V of the Court of Industrial Relations and the five (5) judges thereof—with a pleading bearing the heading "Petition for Certiorari". After setting forth substantially the foregoing facts, the company alleges herein:

15. "That in promulgating the aforementioned resolution, Annex '10' which confirmed Judge Arsenio C. Roldan's order, Annex '5', to the effect that the Court of Industrial Relations had jurisdiction to take cognizance of this case instituted by prewar employees of petitioner in its refinery in Opon, Cebu, of whom only sixteen (16) are actually working for petitioner at the time of the filing of said case in the Court of Industrial Relations and the rest of them not having been re-employed after liberation for the reason that petitioner had not rehabilitated its refinery in Opon, Cebu up to the present time, the respondent judges had acted in excess of jurisdiction and with grave abuse of discretion inasmuch as the said order, Annex '5' is contrary to the stipulation of facts entered into between the parties hereto at the preliminary hearing of this case at Cebu City, and is an erroneous interpretation of section 1 and 4 of Commonwealth Act No. 103, as amended, which are the provisions of law under which the Court of Industrial Relations can assume jurisdiction of an industrial dispute.

16. "That there is no appeal nor any plain, speedy or adequate remedy in the ordinary course of law from the decision of the Court of Industrial Relations promulgated on January 5, 1954 (Annex '5'), and its resolution affirming said decision dated February 12, 1954 (Annex '10'), other than by this petition for the issuance of a writ of certiorari."

The prayer in said petition for certiorari is of the following tenor:

"Wherefore, for and in view of all the foregoing considerations, your petitioner Philippine Refining Company, Inc. respectfully prays—

"1)

That this petition for certiorari be given due course by this Honorable Court and an order be issued forthwith requiring respondents to answer;

"2)

That this Honorable Court, after a hearing on this petition for certiorari, render its decision on the merits of the questions of law herein presented;

"3)

That the resolution of the respondent judges of the Court of Industrial Relations declaring themselves with jurisdiction to take cognizance of the present controversy be vacated and annulled."

What is the nature of the proceedings before this Court? In applying for certiorari, does the company seek from us a review of the order and the resolution of the Court of Industrial Relations, dated January 4 and February 12, 1954, respectively in the exercise of our appellate jurisdiction, as provided for in Rule 44 of the Rules of Court?

Seemingly, such was the purpose of the company when—in the language of paragraph (13) of its petition for certiorari—it filed, with the Court of Industrial Relations, on March 1, 1954, "notice of its intention to appeal by certiorari." Evidently, however, there had been a change of plan by the time it filed the petition for certiorari. The allegations in paragraphs 15 and 16 thereof—to the effect that, in promulgating the resolution of February 12, 1954 (affirming the order of Presiding Judge Roldan of January 4, 1954, the respondent judges of the Court of Industrial Relations "had acted in excess of, jurisdiction and with grave abuse of discretion", and that "there is no appeal nor any plain, speedy or adequate remedy in the ordinary course of law" from said order of January 4, 1954, and from the aforementioned resolution, confirmatory thereof, dated February 12, 1954—as well as the tenor of the prayer in the petition for certiorari and the verification at the foot thereof, clearly indicate that the company invokes our original jurisdiction, with a view to securing a declaration of nullity of the order and the resolution in question, by writ of certiorari, under the provisions of Rule 67 of the Rules of Court.

In either case, however, the petition is legally untenable. Viewed as an appeal from the order and the resolution of January 4 and February 12, 1954, respectively, the petition cannot be entertained, for said order and resolution are interlocutory in nature, involving, as they do, a mere denial of the motion to dismiss the petition of the main respondents herein in case No 774-V of the Court of Industrial Relations. Said order and resolution did not dispose, in a definite manner, of either the issue raised by said motion to dismiss, or the merits of said petition of respondents herein. The company may still answer this petition, and, after due hearing, the Court of Industrial Relations shall render a decision or award, passing upon the merits of said petition and of the answer thereto and settling the issue or issues raised by the pleadings. In disposing thereof, the Court of Industrial Relations might even reconsider the view taken in the order and the resolution complained of, in which event a review of either by this Court would become unnecessary. If no such reconsideration were made in said decision or award, and the same were unfavorable to the company, the latter could then appeal to this Court by certiorari, and, in the course

of the proceedings thereon, it could seek, not only a reversal or modification of said decision or award, but, also, a determination of the soundness or propriety of the order and the resolution in question (Rule 41, section, Rules of Court).

"Interlocutory orders or judgments are not appealable, because, prior to the rendition of the final judgment, they are, at any time, subject to such corrections or amendments as the court may deem proper. This does not mean, however, that they are not appealable at all. Appeal may be taken therefrom but after final judgment is rendered. * * *

"An order or a judgment is deemed final which it finally disposes of the pending: action so that nothing more can be done with it in "the trial court In other words, a final order or judgment is that which gives an end to the litigation. And, consequently, when the order or judgment does not dispose of the case completely but leaves something to be done upon the merits, it is merely interlocutory. For instance, an order denying a motion of dismissal founded on lack of jurisdiction, an order denying a motion for annulment of a preliminary attachment, or denying a motion for default an order declaring the defendant in default an order denying or granting preliminary injunction or appointing a receiver, is merely interlocutory, for, after such order is issued, there are still many things to be done for a complete disposition of the case." (Comments on the Rules of Court, by Moran, Vol. I, pp. 894-895) (Italics-supplied).'

Considered as an original action to nullify said order and resolution, by writ of certiorari, under Rule 67 of the Rules of Court, for want of jurisdiction or grave abuse of discretion, the case at bar, must, likewise, be dismissed, it being conceded that the Court of Industrial Relations had authority to entertain the company's motion to dismiss of December 23, 1952, and its motion for re-consideration of January 11, 1964. Consequently, it had jurisdiction to decide said motions, and the order and resolution to this effect are lawful and binding, unless : and until reversed or modified in the proper proceedings. Such legal inaccuracies or mistakes as may exist, if any— on which we do not express any opinion—in the conclusions therein reached, are errors which, as above stated, may be corrected by appeal, at the proper time. They do not affect the validity of said order and resolution.

* * * 'jurisdiction should be distinguished from exercise of jurisdiction Jurisdiction is the authority to hear and determine a cause—the right to act in a case. Since it is the power to hear and determine, its existence does not depend either upon the regularity of the exercise of that power or upon the rightfulness of the decision made. The authority to decide a cause, if at all, and not the decision rendered therein, is what makes up jurisdiction. Where there is jurisdiction over the person and the subject-matter, the decision on all other questions arising in the case, is but an exercise of that jurisdiction.

"The errors which the court may commit in the exercise of such jurisdiction are merely errors of judgment. Here, it becomes necessary to distinguish errors of jurisdiction from errors of judgment. The first may be reviewed in a certiorari proceedings, the second, by appeal. * * * Thus, appeal and not certiorari is the proper remedy for correcting an error which a lower court may have committed in denying a motion to set aside a judgment, or for setting aside an order of dismissal." (Comments on the Rules of Court, by moran, Vol. II, pp. 157, 158, 159).

Wherefore, the petition is hereby dismissed, with costs against the petitioner. It is so ordered.

Paras, C. J., Bengzon, Padila, Montemayor, Reyes, A., Jugo, Bautista Angelo, Labrador, Reyes, J. B. L., and Endencia, JJ., concur.

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