GERONIMO S. BANQUERIGO, REYNALDO S. MENOR, ROGELIO ENRICOSO, DANILO PALIOTO, COLITO VIRTUDAZO AND HERBERT VELOSO, PETITIONERS, VS. HON. COURT OF APPEALS, HON. LEONARDO A. QUISUM...

G.R. NO. 164633. August 07, 2006

Ponente: CHICO-NAZARIO, J.

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CHICO-NAZARIO, J.:

Before Us is a Petition for Review on Certiorari under Rule 45 of the Rules of Civil Procedure, assailing the Decision[1] of the Court of Appeals in CA-G.R. SP No. 54041, dated 28 February 2001, which affirmed in toto the Orders[2] dated 24 December 1997[3] and 17 March 1998[4] of the Secretary of Labor and Employment.

Petitioners are salesmen of private respondent International Pharmaceutical, Inc., (IPI) a domestic corporation engaged in the manufacture of drugs and pharmaceuticals.

Sometime in mid-1989, a bargaining deadlock ensued when the IPI Employees Union – ALU (Union) and the IPI management failed to arrive at a new Collective Bargaining Agreement (CBA). Thereafter, when all conciliation efforts proved futile, the employees, on 8 August 1989, went on strike.

As IPI is engaged in an industry considered indispensable to national interest, on 26 September 1989, then Labor Secretary Ruben D. Torres assumed jurisdiction over the case and ordered the striking employees to return to work. While the case was pending, and the dispute between the workers and management remained unresolved, IPI dismissed hundreds of workers who participated in the strike, including herein petitioners.

On 26 December 1990, Secretary Torres issued an Order resolving the labor dispute between the Union and IPI, the dispositive of which reads:

> WHEREFORE, PREMISES CONSIDERED, decision is hereby rendered as follows:
>
> - finding the IPI Employees Union – ALU as the exclusive bargaining agent of all rank and file employees of ALU including sales personnel;
>
> - dismissing, for lack of merit, the charges of contempt filed by the Union against the IPI officials and reiterating our strict directive for a restoration of the status quo ante the strike as hereinbefore discussed;
>
> - dismissing the Union's complaint against the Company for unfair labor practice through refusal to bargain;
>
> - dismissing the IPI petition to declare the strike of the Union as illegal; and
>
> - directing the IPI Employees Union –ALU and the International Pharmaceuticals, Inc. to enter into their new CBA, incorporating therein the dispositions hereinbefore stated. All other provisions in the old CBA not otherwise touched upon in these proceedings are, likewise, to be incorporated in the new CBA.[5]

From the foregoing Order, both the Union and IPI filed their respective Motions for Reconsideration/Clarification.

The Union prayed, among other things, that the affected workers be ordered reinstated to their former positions with full backpay and without loss of seniority rights, as well as payment of all other employee benefits and compensation until actual reinstatement. IPI, on the other hand, questioned the portions of the Order declaring (1) the Union as the exclusive bargaining agent of all rank and file employees of the company; (2) the dismissal of the company's petition to declare the strike of the Union illegal; (3) the salary increase awarded to the employees; and (4) the retention of the provision of the old CBA on union label program. Thus, on 5 December 1991, Secretary Torres issued an Order stating that:

> WHEREFORE, in the light of the forgoing considerations, judgment is hereby rendered:
>
> - Dismissing the motions for reconsideration filed by the International Pharmaceutical, Inc. and the Workers Trade Alliance Unions (WATU) for lack of merit;
>
> - Ordering the International Pharmaceutical Inc. to reinstate to their former positions with full backwages reckoned from 8 December 1989 until actually reinstated without loss of seniority rights and other benefits the "affected workers" herein-below listed:
>
> - Reynaldo C. Menor
>
> - Geronimo S. Banquirino
>
> - Rogelio Saberon
>
> - Estefano G. Maderazo
>
> - Herbert G. Veloso
>
> - Rogelio G. Enricoso
>
> - Colito Virtudazo
>
> x x x
>
> - Danilo Palioto
>
> x x x
>
> - Nestor Ouano (listed in paragraphs 1 & 9 of the IPI Employees Union – ALU's Supplemental Memorandum dated 6 March 1991) [Emphasis ours]
>
> - Ordering the International Pharmaceutical Inc. to reinstate to their former positions the following employees, namely:
>
> - Alexander Aboganda
>
> - Pacifico Pestano
>
> - Carlito Torregano
>
> - Clemencia Pestano
>
> - Elisea Cabatingan
>
> (listed in paragraph 3 of the IPI Employees Union – ALU's Supplemental Memorandum dated 6 March 1991).
>
> No further motions of these same nature shall be entertained.[6]

Aggrieved by the abovequoted Order, IPI appealed said Order to the Supreme Court via a Petition for

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Certiorari,[7] which was subsequently dismissed by the Court in a Resolution dated 14 October 1992. In said Resolution, the Court affirmed the assailed Order of the Labor Secretary and held that there was no grave abuse of discretion on the part of the Labor Secretary in the issuance of the said Order. IPI did not file a Motion for Reconsideration of said Resolution.

On 8 June 1994, the employees filed a Motion for Execution of Judgment before the National Conciliation and Mediation Board, Region VII. Subsequently, said Motion was endorsed to the Regional Office of the Department of Labor and Employment (DOLE VII) on 14 June 1994. After conducting conferences between the parties and ordering the submission of their respective computations regarding the payment of backwages, Alan M. Macaraya, DOLE VII Regional Director, issued a Notice of Computation/Execution dated 12 April 1995, the pertinent portions of which read:

> To speed-up the settlement of the issue, the undersigned on 7 February 1995 issued an Order directing the parties to submit within ten (10) calendar days from receipt of the Order, their respective Computations. To date, only the computation from complainants including those that were not specifically mentioned in the Supreme Court decision were submitted and received by this office.
>
> Upon verification of the Computation available at hand, management is hereby directed to pay the employees including those that were not specifically mentioned in the decision but are similarly situated, the aggregate amount of FORTY-THREE MILLION SIX HUNDRED FIFTY THOUSAND NINE HUNDRED FIVE AND 87/100 PESOS (P43,650,905.87) involving NINE HUNDRED SIXTY-TWO (962) employees, in the manner shown in the attached Computation forming part of this Order. This is without prejudice to the final Order of the Court to reinstate those covered employees.
>
> This Order is to take effect immediately and failure to comply as instructed will cause the issuance of a WRIT OF EXECUTION.[8]

Meanwhile, on 4 October 1994, Atty. Audie C. Arnado entered his appearance on behalf of fifteen of the 48 employees mentioned in the 5 December 1991 Order of Secretary Torres. Atty. Arnado then filed an Urgent Motion for Execution on behalf of his clients on 21 November 1994. It must be noted that petitioners are not among the fifteen employees represented by Atty. Arnado. On 24 May 1995, Jalilo O. dela Torre, DOLE VII Assistant Regional Director,[9] issued a Writ of Execution in favor of the fifteen employees represented by Atty. Arnado in the amount of P4,162,361.50.

Thereafter, on 5 June 1995, Assistant Regional Director dela Torre issued another Writ of Execution, this time in favor of herein petitioners. However, said Writ reduced the monetary award to petitioners from P4,182,739.97, as presented in the Computation attached to the 12 April 1995 Order, to P1,200,378.92. The reduced computation was arrived at by Assistant Regional Director dela Torre by deducting from the original monetary award the commissions, per diems, bodega allowance, and income earned by the salesmen from gainful employment. As stated in the said Writ of Execution:

> WHEREAS, after careful analysis on the position papers, the relevant documents on record, the laws and jurisprudence, the undersigned finds that there is a need to modify not only the computations but also to exclude, those who are not specifically mentioned in the Secretary's decision dated 5 December 1991, their claims not being proper subjects of a Writ of Execution for the reason that they are not among those included in the list of "affected workers" and there being continuing efforts on the part of the Union and IPI Management to arrive at an amicable settlement as far as these workers still employed are concerned.
>
> WHEREAS, among the seven (7) salesmen, namely: Geronimo S. Banquirigo, Rogelio Enricoso, Danilo Palioto, Reynaldo C. Menor, Noli Silo, Herbert Veloso and Colito Virtudazo, who are beneficiaries of the awards and whose names appear in the Order of the Secretary of DOLE and represented by Atty. Celso C.

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> Reales, the office finds that the computations include, commissions, per diems and bodega allowance which should have not been included for the following reasons:
> a. Commissions and per diems –
>
> "But commissions ("override commissions" plus "net deposit incentive") are not includible in such base figure since such commissions must be earned by actual market transactions attributable to the employee. Neither should "travels equivalent" (an unusual and unexplained term) and "commission in trading personal clients" be included in such base figure. (Soriano v. NLRC, G.R. 75510, Oct. 27, 1989) (underscoring supplied). Hence, commissions must be earned by actual market transactions and per diems must be actually earned in the field before they are includible in the computation of separation pay.
>
> b. Bodega Allowance –
>
> "An unqualified award of backwages means that the employee is paid at the wage rate at the time of his dismissal. And the Court declared that the base figure to be used in the computation of backwages due to the employee should include not just the basic salary, but also the regular allowances that he had been receiving such as the emergency living allowances and the 13th month pay mandated under the law. In this computation of the amount of backwages, the Labor Arbiter without legal basis excluded the ECOLA. (Paramount Vinyl Products Corp. vs. NLRC, et. al., G.R. No. 81200, Oct. 17, 1990). (Underscoring supplied). Bodega allowance being not a regular allowance mandated by law, hence, not includible.

WHEREAS, the 12 April 1995 computations do not consider the incomes earned from gainful employment and the amounts they had received from the company in 1989 and 1990 which should have been deducted from the said computations;

x x x x

NOW, THEREFORE, you are hereby commanded to proceed to the premises of International Pharmaceuticals, Inc. and/or its Manager located at San Jose dela Monataña, Mabolo, Cebu City and require them to pay the aforestated seven (7) salesmen in the aggregate amount of ONE MILLION TWO HUNDRED THOUSAND THREE HUNDRED SEVENTY EIGHT & 92/100 (P1,200,378.92), Philippine currency.[10]

Dissatisfied by the reduced computation contained in the issued Writ of Execution, petitioners filed a "Motion Declaring Subsequent Orders Issued by Assistant Director Jalilo dela Torre Null and Void" on 30 June 1995, 22 days after petitioners' receipt of said Writ on 8 June 1995.

On 11 July 1995, IPI likewise questioned the 24 May 1995 Writ of Execution issued by Assistant Regional Director dela Torre in favor of the fifteen employees represented by Atty. Arnado, through an Appeal and Prohibition with Prayer for Temporary Restraining Order filed before the Office of then Labor Undersecretary Cresenciano Trajano. Said appeal was later resolved by then Acting Labor Secretary Jose Brillantes in an Order dated 22 December 1995 granting IPI's appeal by considering the case closed and terminated, and ordering the 24 May 1995 Writ of Execution recalled and quashed. According to said Order, the compromise agreement entered into by the fifteen employees on 2, 3 and 17 December 1993 had the effect of finally settling the dispute between the fifteen employees and IPI.

On Motion for Reconsideration filed by the fifteen employees, then Labor Secretary Leonardo A. Quisumbing,[11] in an Order dated 27 August 1996, reversed and set aside the 22 December 1995 Order. Secretary Quisumbing opined that the compromise agreements entered into by the fifteen employees with IPI, that became the basis for the granting of IPI's appeal and the consequent quashing of the writ of execution, were inefficacious as they were null and void.

IPI filed a Motion for Reconsideration of Secretary Quisumbing's Order dated 27 August 1996. While said

Motion was pending, Regional Director Macaraya, in observance of the same Order sought to be reconsidered, issued on 3 September 1996, a Writ of Execution in favor of the fifteen employees represented by Atty. Arnado. After satisfaction of the Writ, the fifteen employees executed a satisfaction of judgment as well as quitclaims/release on 11 September 1996. They, however, reserved their right to claim "unsatisfied amounts of separation pay as well as backwages reckoned from the date after 15 March 1995 and up to the present or until separation pay is fully paid."

In the interim, petitioners reiterated their Motion Declaring the Writ of Execution dated 5 June 1995 null and void, and on 15 May 1996, again filed a Motion for Issuance of Writ praying for the issuance of another Writ of Execution based on the computation of Regional Director Macaraya. On 5 March 1997, the law firm of Estella and Virtudazo entered its appearance as collaborating counsel for petitioners, and subsequently filed another Motion for the Issuance of Writ of Execution on 14 January 1998.

On 28 January 1998, petitioners received one of the two herein assailed Orders, dated 24 December 1997, issued by Secretary Quisumbing, affirming his earlier Order dated 27 August 1996, and dismissing IPI's Motion for Reconsideration for being moot and academic in view of the full satisfaction of the issued Writ of Execution. In the same Order, Secretary Quisumbing resolved the issue of backwages involving petitioners. According to the Order:

> There is still however one issue that needs to be resolved. This refers to the issue of the reinstatement with full backwages of the seven (7) salesmen mentioned in the Order dated December 5, 1991 and which was affirmed by the Supreme Court.
>
> These employees were also favored with a Writ of Execution dated June 5, 1995 issued by Officer-In-Charge Jaililo de la Torre. The amount involved was P1,200,378.92. In compliance with the Order, IPI deposited the sum with the Regional Office No. VII, this Department.
>
> We believe that the deposit made by IPI should be considered as complete and full payment of its liability insofar as the seven (7) salesmen are concerned. The same was made in compliance with a validly issued Writ of Execution, the legality of which was never the subject of a Motion to Quash by the parties. As such the same has now attained finality and cannot now be questioned nor disturbed.[12]

From the foregoing Order, petitioners, on 6 February 1998, filed a Motion for Reconsideration/Amend/Clarificatory and Reiteration of Motion for Issuance of Writ of Execution dated 12 January 1998, which was consequently dismissed for lack of merit by then Acting Labor Secretary Jose M. Español in the second Order assailed herein dated 27 March 1998, the dispositive of which reads:

> WHEREFORE, Our Order dated December 24, 1997, is hereby AFFIRMED.
>
> The Motion for Reconsideration/Amend/Clarificatory and Reiteration of Motion for Issuance of Writ of Execution dated January 12, 1998, filed by six (6) salesmen, namely, Geronimo S. Banquirigo, Reynaldo C. Menor, Rogelio Enricoso, Danilo Palioto, Herbert Veloso, and Colito Virtudazo as well as the Motion for Reconsideration and/or Clarification filed by Salesman Noli G. Silo, are hereby DISMISSED, for lack of merit. The June 5, 1995 Writ of Execution is now considered fully executed and satisfied.[13]

Seeking redress from the dismissal of their Motion, petitioners filed before this Court an appeal by way of Certiorari under Rule 65 of the Rules of Court, which was subsequently remanded to the Court of Appeals for resolution. On 28 February 2001, the appellate court rendered its Decision affirming the assailed Orders dated 24 December 1997 and 27 March 1998, rendered by Labor Secretaries Quisumbing and Español, respectively. Petitioners' Motion for Reconsideration was likewise denied.

Hence, the instant Petition. The pivotal issue which is sought to be resolved in the present case revolves on the

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assailed portion of the 24 December 1997 Order of Labor Secretary Quisumbing involving petitioners, to wit:

> We believe that the deposit made by IPI should be considered as complete and full payment of its liability insofar as the seven (7) salesmen are concerned. The same was made in compliance with a validly issued Writ of Execution, the legality of which was never the subject of a Motion to Quash by the parties. As such the same has now attained finality and cannot now be questioned nor disturbed.[14] [Emphasis ours]

Petitioners maintain that the 5 June 1995 Writ of Execution issued by Assistant Regional Director dela Torre is null and void as it reduced, without authority, the amount adjudged by Regional Director Macaraya in his 12 April 1995 Notice of Computation/Execution which ordered IPI to pay petitioners the total amount of P4,182,739.97. Therefore, petitioners aver that, it is erroneous for the Labor Secretary to make the pronouncement that the deposit made by IPI, in compliance with the said Writ, is complete and full payment of its liability towards petitioners. Petitioners further contend that, contrary to the declaration of Labor Secretary Quisumbing, they indeed assailed the legality of the 5 June 1995 Writ of Execution by the filing of a Motion Declaring the Orders Issued by Assistant Director Jalilo O. dela Torre Null and Void on 30 June 1995. According to petitioners, by filing the said Motion, they have effectively questioned the propriety of said Writ.

These assertions of petitioners deserve scant consideration. Firstly, even if we were to consider the Motion Declaring the Orders issued by Assistant Jalilo O. dela Torre Null and Void as equivalent to a Motion to Quash said Writ of Execution, petitioners' Motion cannot be given due course as it was filed beyond the reglamentary period. It must be stressed at this juncture that petitioners received the Writ of Execution on 8 June 1995 but filed said Motion only 22 days after receipt, or on 30 June 1995, clearly beyond the 10-day period for filing a Motion for Reconsideration of a decision or order of the Regional Director under the Omnibus Rules Implementing the Labor Code[15]. As stated by the Court in our Resolution,[16] dated 15 November 1999, in G.R. No. 133870, dismissing the separate Petition of Noli Silo, one of the seven salesmen referred to in the assailed Order of 24 December 1997:

> x x x A perusal of said motion shows that: (1) It does not state that it is assailing the June 5, 1995 writ of execution which covered the award due petitioner. Instead, mentioned under the heading "Orders Issued by Assistant Director Jalilo de la Torre" were orders dated April 24, 1995, April 27, 1995, and May 15, 1995, which referred to directives to "counsels for the complainants" to attend a conference before the DOLE, to submit a list of workers who are willing to accept the settlement offered by management, and to submit their respective position papers. The instant petition did not even mention the orders aforementioned. (2) In the latter part of said motion, the "amount of judgment affecting the salesmen" was assailed but no particular amounts were specified and no specific errors and objections were advanced. (3) It was only in the May 15, 1996 "Motion for Issuance of Writ" (which notably, was filed almost a year after the filing of the June 5, 1998 motion, and marked as Annex "M" of the petition) that Atty. Celso Reales submitted fairly intelligible presentation of his objections. However, it may be gleaned therefrom that it even modified the title of the June 29, 1995 pleading by misrepresenting that it was entitled "Motion Declaring the Order dated June 5, 1995" issued by Asst. Director Jalilo De la Torre of Department of Labor and Employment, Region VII Null and Void", clearly, to give the June 29, 1995 motion a semblance of lucidity and intelligibility (p.105, Rollo).
>
> Hence, notwithstanding the existence of Annex "L" (Motion dated June 29, 1995 and captioned "Motion Declaring Subsequent Orders Issued By Assistant Director Jalilo O. De la Torre Null and Void) filed on June 30, 1995 with the Regional Office of DOLE, Cebu City, such attachment is so flawed that it possesses no bearing on the instant case. Its existence will not change the result that the petition is dismissible since the Secretary of Labor did not commit palpable error amounting to grave abuse of discretion when he ruled that the legality of the June 5, 1995 writ of Execution was never timely assailed and accordingly, that the writ became final and executory.
>
> First, as admitted by petitioner himself, the aforesaid June 29, 1995 motion was filed on the 22[nd] day after

> petitioner's receipt of a copy of the June 5, 1995 writ of execution on June 8, 1995. The fact that respondent applied the 10-day period for finality of any decision or order of the Regional Director under Section 1, Rule XXIV of the Omnibus Rules Implementing the Labor Code hardly constitutes grave abuse of discretion x x x. Besides, we pronounced in Lamsan Trading Inc. vs. Legardo, Jr., (144 SCRA 571 [1986]) that rules of procedure and practice in the DOLE impose periods to prevent needless delays and to ensure the orderly and speedy discharge of judicial business. Strict compliance with such rules is both mandatory and imperative.[17]

Worse, no acceptable reason was advanced by petitioners to excuse their delay in questioning said Writ so as to warrant a possible relaxation of the procedural rules. Thus, the Court finds no cogent rule to depart from the ruling embodied in our earlier Resolution.

Secondly, supposing We were to give due course to said Motion Declaring Subsequent Orders Issued by Assistant Director Jalilo O. de la Torre Null and Void, the assertion of petitioners that Assistant Regional Director de la Torre had no authority to validly issue the 5 June 1995 Writ of execution modifying the monetary award contained in Regional Director Macaraya's 12 April 1995 Notice of Computation/Execution, must fail.

It is a fundamental legal axiom that a Writ of Execution must conform strictly to the dispositive portion of the decision sought to be executed.[18] Quite conspicuously, the final order sought to be executed by the 5 June 1995 Writ of Execution is the 5 December 1991 Order of Labor Secretary Torres and not the 12 April 1995 Notice of Computation/Execution issued by Regional Director Macaraya.

As earlier quoted, the 5 December 1991 Order rendered judgment "ordering the IPI to reinstate to their former positions with full backwages reckoned from 8 December 1989 until actually reinstated without loss of seniority rights and other benefits" some 48 employees, including herein petitioners. It is, therefore, to this dispositive portion that the 5 June 1995 Writ of Execution must strictly conform to. It will be noticed that said Order did not contain a computation of the backwages to be paid the aforementioned 48 employees, thus, Regional Director Macaraya issued the Notice of Computation/Execution based on said Order of Labor Secretary Torres, wherein the IPI management was "directed to pay the employees including those that were not specifically mentioned in the decision but are similarly situated, the aggregate amount of P43,650,905.87 involving 962 employees."

A careful reading of the 5 December 1991 Order vis-á-vis the 12 April 1995 Notice of Computation/Execution will reveal that the said Notice erroneously ordered the payment of other employees not specifically mentioned in the final Order as affirmed by this Court. Furthermore, a perusal of the attached computation will show that said computation included items that should not have formed part of the base figure to be used in the computation of backwages due to petitioners. The income earned by petitioners from other gainful employment was likewise not deducted from said computation.

These errors in the Notice of Computation/Execution were the ones sought to be rectified in the 5 June 1995 Writ of Execution issued by Assistant Director dela Torre, thus, the said Writ stated that:

> WHEREAS, after careful analysis on the position papers, the relevant documents on record, the laws and jurisprudence, the undersigned finds that there is a need to modify not only the computations but also to exclude, those who are not specifically mentioned in the Secretary's decision dated 5 December 1991, their claim not being proper subjects of a Writ of Execution for the reason that they are not among those included in the list of "affected workers" and there being continuing efforts on the part of the Union and IPI Management to arrive at an amicable settlement as far as these workers still employed are concerned.
>
> WHEREAS, among the seven (7) salesmen, namely: Geronimo S. Banquirigo, Rogelio Enricoso, Danilo Palioto, Reynaldo C. Menor, Noli Silo, Herbert Veloso and Colito Virtudazo, who are beneficiaries of the awards and whose names appear in the Order of the Secretary of DOLE and represented by Atty. Celso C. Reales, the office finds that the computations include commissions, per diems, and bodega allowance which

> should have not been included x x x.
>
> x x x x
>
> WHEREAS, the 12 April 1995 computations do not consider the incomes earned from gainful employment and the amounts they had received from the company in 1989 and 1990 which should have been deducted from said computations;[19]

Considering that the modifications made by Assistant Director dela Torre in the 5 June 1995 Writ of Execution were made precisely to correct the errors contained in the Notice of Computation/Execution, with the intention of making said order in conformity with the 5 December 1991 Order, We cannot ascribe error upon said action. As has been remarked earlier, a Writ of Execution may not vary, or go beyond, the terms of the judgment it seeks to enforce.[20] By amending the original Notice of Computation/Execution in accordance with the final Order it seeks to enforce, Assistant Director dela Torre merely adhered to a fundamental legal precept that a Writ of Execution must conform strictly to the dispositive portion of the decision sought to be executed.[21]

It is also stated in the 5 June 1995 Writ of Execution that the adjudged amount to be collected from IPI shall be "deposited with the Cashier of the DOLE for appropriate disposition to the salesmen under the supervision of the Office of the Regional Director."[22] Thus, in compliance with the order contained in the Writ of Execution issued by Assistant Regional Director dela Torre, IPI deposited the amount of P1,200,378.92. Such deposit, even if not accepted by herein petitioners, is tantamount to full payment of IPI's adjudged obligation. Therefore, this Court shall uphold the ruling of Labor Secretary Quisumbing, as affirmed by the Court of Appeals, that the deposit made by IPI in the amount of P1,200,378.92, in accordance with the validly issued 5 June 1995 Writ of Execution, must be considered as complete satisfaction of its liability with respect to petitioners.

WHEREFORE, premises considered, the Petition for review is hereby DENIED. The Decision of the Court of Appeals in CA-G.R. SP No. 54041 is hereby AFFIRMED. Costs against petitioners.

SO ORDERED.

Panganiban, C.J., (Chairperson), Ynares-Santiago, Austria-Martinez and Callejo, Sr., JJ., concur.

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[1] Penned by Associate Justice (now a member of this Court) Presbitero J. Velasco, Jr., with Associate Justices Ruben T. Reyes and Juan Q. Enriquez, Jr., concurring; Rollo, pp. 47-64.

[2] NCMB-RAB-VII-06-050-89; CA rollo, pp. 35-42, 43-53.

[3] The Order dated 24 December 1997 penned by then Labor Secretary Leonardo A. Quisumbing dismissed the Motion for Reconsideration filed by International Pharmaceutical, Inc. for being moot and academic; and affirmed the Order dated 27 August 1996 which granted the employees' Motion for Reconsideration and set aside the Order dated 22 December 1995, and reinstated with full force and effect the Writ of Execution dated 24 May 1995 based on the Orders dated 26 December 1990 and 5 December 1991, respectively.

[4] The Order dated 27 March 1998 penned by then Acting Labor Secretary Jose M. Español dismissed for lack of merit herein petitioners' Motion for Reconsideration/Amend/Clarificatory and Reiteration of Motion for Issuance of Writ of Execution, and considered the 5 June 1995 Writ of Execution fully executed and satisfied.

[5] CA rollo, pp. 66-67.

[6] Id. at 79-80.

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[7] Docketed as G. R. No. 103330.

[8] CA rollo, p. 84.

[9] At the time of the issuance of the Writ, Regional Director Macaraya was abroad and Assistant Regional Director dela Torre was then the Officer-in-Charge.

[10] CA rollo, pp. 88-89, 91.

[11] Now a member of the Supreme Court.

[12] CA rollo, pp. 41-42.

[13] Id. at 52-53.

[14] Id. at 41-42.

[15] Rule XXIV, Section 1. Finality of decisions. – Unless otherwise specifically provided for in this Book, the decision of the Secretary, Commission, the Bureau or Regional Director, the Labor Arbiter, the Med-Arbiter or the Voluntary Arbitrator shall be final and executory after ten (10) calendar days from receipt thereof of the parties.

[16] "Nilo Silo v. Hon. Jose M. Español, Jr., in his capacity as Acting Secretary of Labor and Employment, et al., and International Pharmaceutical, Inc."

[17] See 15 November 1999 Minutes of the Third Division, Monday Agenda of the Supreme Court.

[18] Development Bank of the Philippines v. Union Bank of the Philippines, G.R. No. 155838, 13 January 2004, 419 SCRA 131, 136, citing Ex-Bataan Veterans Security Agency, Inc. v. National Labor Relations Commission, 320 Phil. 517, 527 (1995) citing Buan v. Court of Appeals, G.R. No. 101614, 17 August 1994, 235 SCRA 424, 432; and Government Service Insurance System v. Court of Appeals, G.R. No. 103590, 29 January 1993, 218 SCRA 233,250.

[19] CA rollo, pp. 88-89.

[20] Windor Steel Mfg. Co., Inc. v. Court of Appeals, G.R. No. L-34332, 27 January 1981, 102 SCRA 275, 284; Dollente v. Blanco, 87 Phil. 670, 672-73 (1950).

[21] Supra note 17.

[22] CA rollo, p. 91.

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