

**MANUELA S. CATAN/M.S. CATAN PLACEMENT AGENCY, PETITIONER,
VS. NATIONAL LABOR RELATIONS COMMISSION, AMELIA DE
PEREIRA AND EDUARDO DE PEREIRA, RESPONDENTS.**

G.R. No. 74218, December 14, 1987

Ponente: NARVASA, J.

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NARVASA, J.:

Eduardo de Pereira was recruited by M.S. Catan Placement Agency on September 4, 1979 to work as an electrical maintenance operator for Al Gihaz Establishment Power Plant in Saudi Arabia.[1] His employment contract (and the supplement thereto) provided inter alia that:

1. his term of employment was for two (2) years or twenty-four (24) months;
2. he was entitled to a thirty-day paid vacation leave upon completion of twelve (12) months of continuous service, but the precise time of enjoyment of the leave would be determined by Al Gihaz in "accordance with work convenience."

He claims that after completing a year's continuous service at the Al Gihaz Power Plant, he requested for his thirty-day paid vacation leave pursuant to his contract,³ but the response of his employer, a Mr. Abusame, was utterly unexpected and grossly oppressive, for what Abusame did was, in Pereira's own words, to go to "the site of operation (accompanied by police officers) to discuss the matter with the people manning the power plant, (and then to require) ** Pereira together with his companions ** who were on duty ** to board the police van" after which they were jailed without any reason whatever; "*** (that) Mr. Abusame told the police that ** Pereira and his two companions sabotaged the operations of the power plant (and) ** at this juncture ** Mr. Abusame told them to sign another two (2) year contract written in Arabic" and that "(they) refused and/or objected because they could not understand the contents" but "had no choice but to sign the ** contract as a condition of their release from jail." Forthwith, Pereira sought the assistance of the Philippine Embassy for his repatriation but was only able to return to the Philippines after paying the sum of US \$950.00 for his plane fare and other processing fees to M.S. Catan, who was then in Saudi Arabia.⁴

Once back in Manila, Pereira lost no time in lodging a complaint with the Bureau of Employment Services of the Ministry of Labor and Employment against M.S. Catan Placement Agency and/or Manuela S. Catan, for recovery of damages arising from breach of contract.⁵ After due proceedings, the POEA-Worker's Assistance and Adjudication Office rendered a decision in Pereira's favor, ordering Manuela S. Catan to pay him the following:

- a) his salary for the unserved and/or unexpired portion of his employment contract: twelve (12) months;
- b) his allowance for said twelve (12) months;
- c) his unpaid wages for one and a half (1 1/2) months;
- d) reimbursement of the actual cost of one-way plane fare, exit visa and passporting and processing fees; and

e) attorney's fees.⁶

Catan filed a motion for reconsideration and when this was denied, appealed to the National Labor Relations Commission. The NLRC however affirmed the decision appealed from, and subsequently denied Catan's motion for reconsideration of that affirmance.

Catan is now before this Court on a petition for certiorari⁷ alleging that the NLRC acted in excess of its jurisdiction or with grave abuse of discretion in ruling that:

1. the denial of Pereira's request for vacation leave with pay constituted breach of the employment contract;
2. she (Catan) is liable to Pereira for salaries and allowances accruing during the unexpired portion of the employment contract;
3. Pereira's income earned during the unexpired portion of his contract should not be deducted from the awards adjudicated;
4. Catan is liable to Pereira for unpaid wages despite abandonment of work;
5. Pereira is entitled to receive from Catan reimbursement of the actual cost of one-way plane fare as well as exit visa fee and passporting and processing fees although he had himself admitted having paid these to his foreign employer.

An analysis of Pereira's sworn declarations generates perplexing questions. If Pereira could not understand the document that he was being forced to sign because it was written in Arabic, how could he assert that it was in truth another two-year employment contract? No answer can be given on the face of the record. Again, if Pereira and his companions had indeed sabotaged the operations of the power plant -- as was the belief, according to Pereira, entertained by his employer, Abusame -- why would Abusame be so eager and so insistent to sign them up for another two-year employment contract? This simply makes no sense, specially if it be considered that their original contract still had one year to run, as is the uncontroverted fact.

"Evidence to be believed must not only proceed from a credible witness but must be logical in itself such as the common experience of mankind can approve as probable under the circumstances. We have no test of the truth of human testimony, except its conformity to our knowledge, observation and experience. Whatever is repugnant to these belongs to the miraculous, and is outside of juridical cognizance."⁸

The patently illogical and unnatural features of Pereira's evidence make it undeserving of credence; and that they were apparently ignored and not taken into account in the general assessment of the proofs presented by the parties indicates capriciousness and whimsicality, constituting grave abuse of discretion on the part of the Labor Arbiter and the NLRC. These unprepossessing features infest and taint the very facts which form the foundation of Pereira's cause of action; hence, the conclusions of the POEA based on those facts must be set aside. Unfortunately, this leaves Pereira with no other evidence to adequately make out a cause of action against petitioner Catan. Having arrived at this conclusion, i.e., that Pereira's evidence does not satisfactorily establish any cause of action against petitioner Catan, it becomes unnecessary to address the other errors imputed by her to the POEA and the National Labor Relations Commission.

WHEREFORE, the petition is granted, the writ of certiorari prayed for is hereby issued nullifying the decisions of the POEA and the National Labor Relations Commission complained of, and the complaint of the private respondent is hereby dismissed. No pronouncement as to costs.

SO ORDERED.

Teehankee, C.J., Cruz, Paras, and Gancayco, JJ., concur.

[1] Rollo, pp. 61-62.

2 Rollo, pp. 34-35

3 Rollo, p. 12.

4 Rollo, pp. 25-26.

5 Rollo, p. 6.

6 Rollo, pp. 22-23.

7 Under Rule 65, not Rule 45, *San Miguel v. Secretary of Labor*, 64 SCRA 56.

8 *People v. Ben Dayag*, 56 SCRA 439, citing *Vreeland v. Vreeland*, 21 A 627, 631; *People v. Lacson*, 53 O.G. 1823, 1838, and *People vs. Alvarez*, 55 SCRA 81; *People vs. Macatangay*, 107 Phil. 188; *People v. Beltran*, 61 SCRA 246; *People v. Santos*, 94 SCRA 277; *People v. Romero*, 117 SCRA 897; *People v. Sunga*, 123 SCRA 327; *People v. Flores*, 125 SCRA 244; *People v. Torio*, 126 SCRA 265; *Borromeo v. Court of Appeals*, 131 SCRA 318; and *People v. Mendoza*, 137 SCRA 492.

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