

CHANROBLES PUBLISHING COMPANY

**SUPREME COURT
FIRST DIVISION**

**ASIA INTERNATIONAL BUILDER
CORPORATION and BROWN & ROOT
INTERNATIONAL, INC.,**

Petitioners,

-versus-

**G.R. Nos. 105029-32
December 5, 1994**

**NATIONAL LABOR RELATIONS
COMMISSION, BIENVENIDO M.
CADALIN, ROLANDO M. AMUL,
DONATO B. EVANGELISTA, ROMEO
PATAG, RIZALINO REYES, IGNACIO
DE VERA, SOLOMON B. REYES, JOSE
M. ABAN, EMIGDIO N. ABARQUEZ,
ANTONIO ACUPAN, ROMEO ACUPAN,
BENJAMIN ALEJANDRE, WILFREDO
D. ALIGADO, MARTIN AMISTAD, JR.,
ROLANDO B. AMUL, AMORSOLO
ANADING, ANTONIO T. ANGLO,
VICENTE ARLITA, HERBERT AYO,
SILVERIO BALATAZO, ALFREDO
BALOBO, FALCONERO BANAAG,
RAMON BARBOSA, FELIX BARCENA,
FERNANDO BAS, MARIO BATACLAN,
ROBERTO S. BATICA, ENRICO BELEN,
ARISTEO BICOL, LARRY C. BICOL,
PETRONILLO BISCOCHO, FELIX M.
BOBIER, DIONISIO BOBONGO,
BAYANI S. BRACAMANTE, PABLITO**

**BUSTILLO, GUILLERMO CABEZAS,
BIENVENIDO CADALIN, RODOLFO
CAGATAN, AMANTE CAILAO, IRENEO
CANDOR, JOSE CASTILLO, MANUEL
CASTILLO, REMAR CASTROJERES,
REYNALDO CAYAS, ROMEO CECILIO,
TEODULO CREUS, BAYANI DAYRIT,
RICARDO DAYRIT, ERNESTO T. DELA
CRUZ, FRANCISCO DE GUZMAN,
ONOFRE DE RAMA, IGNACIO DE
VERA, MODESTO DIZON, REYNALDO
DIZON, ANTONIO S. DOMINGUEZ,
GILBERT EBRADA, RICARDO
EBRADA, ANTONIO EJERCITO, JR.,
EDUARTE ERIDAO, ELADIO
ESCOTOTO, JOHN ESGUERRA,
EDUARDO ESPIRITU, ERNESTO
ESPIRITU, RODOLFO ESPIRITU,
NESTOR M. ESTEVA, BENJAMIN
ESTRADA, VALERIO EVANGELISTA,
OLIGARIO FRANCISCO, JESUS
GABAWAN, ROLANDO GARCIA,
ANGEL GUDA, PACITO HERNANDEZ,
ANTONIO HILARIO, HENRY L. JACOB,
HONESTO JARDINIANO, ANTONIO
JOCSON, GERARDO LACSAMANA,
EFREN U. LIRIO LORETO LONTOC,
ISRAEL LORENZO, ALEJANDRO
LORINO, JOSE MABALAY, HERMIE
MARANAN, LEOVIGILDO MARCIAL,
NOEL MARTINEZ, DANTE MATREO,
LUCIANO MELENDEZ, RENATO
MELO, FRANCIS MEDIODA, JOSE C.
MILANES, RAYMUNDO C. MILAY,
CRESENCIANO MIRANDA,
ILDEFONSO C. MOLINA, ARMANDO B.
MONDEJAR RESURRECCION D.
NAZARENO, JUAN OLINDO,
FRANCISCO R. OLIVARES, PEDRO
ORBISTA, JR., RICARDO ORDOÑEZ,**

**ERNIE PANCHO, JOSE PANCHO ,
GORGONIO P. PARALA, MODESTO
PINPIN, JUANITO PAREA, ROMEO I.
PATAG, FRANCISCO PINPIN,
LEONARDO POBLETE, JAIME POLLOS
DOMINGO PONDALIS, EUGENIO
RAMIREZ, LUCIEN M. RESPALL,
GAUDENCIO RETANAN, JR., TOMAS
B. RETENER, ALVIN C. REYES,
RIZALINO REYES, SOLOMON B.
REYES, VIRGILIO G. RICAZA,
RODELIO RIETA , JR., BENITO
RIVERA, JR., BERNARDO J.
ROBILLOS, PABLO A. ROBLES, JOSE
ROBLEZA, QUIRINO RONQUILLO,
AVELINO M. ROQUE, MENANDRO L.
SABINO, PEDRO SALGATAR,
EDGARDO SALONGA, NUMERIANO
SAN MATEO, FELIZARDO DE LOS
SANTOS, JR., GABRIEL SANTOS,
JUANITO SANTOS, PAQUITO
SOLANTE, CONRADO A. SOLIS, JR.,
RODOLFO SULTAN, ISAIAS
TALACTAC, WILLIAM TARUC,
MENANDRO TEMPROSA,
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BENEDICTO TORRES, MAXIMIANO
TORRES, FRANCISCO G. TRIAS,
SERGIO A. URSOLINO, ROGELIO
VALDEZ, LEGORIO E. VERGARA,
DELFIN VICTORIA, GILBERT
VICTORIA, HERNANE VICTORIANO,
FRANCISCO VILLAFLORES, DOMINGO
VILLAHERMOSA, ROLANDO
VILLALOBOS, ANTONIO VILLAUZ,
DANILO VILLANUEVA, ROGELIO
VILLANUEVA, ANGEL VILLARBA,
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ZARA, ROGELIO AALAGOS, NICANOR
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REYNALDO ABANES, EDUARDO
ABANTE, JOSE ABARRO, JOSEFINO
ABARRO, CELSO S. ABELANIO,
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JOSE B. ABUSTAN, DANTE ACERES,
REYNALDO S. ACOJIDO, LEOWILIN
ACTA, EUGENIO C. ACUEZA,
EDUARDO ACUPAN, REYNALDO
ACUPAN, SOLANO ACUPAN, MANUEL
P. ADANA, FLORENTINO R. AGNE,
QUITERIO R. AGUDO, MANUEL P.
AGUINALDO, DANTE AGUIRRE,
HERMINIO AGUIRRE, GONZALO
ALBERTO, JR., CONRADO
ALCANTARA, LAMBERTO Q.
ALCANTARA, MARIANITO J.
ALCANTARA, BENCIO ALDOVER,
EULALIO V. ALEJANDRO, BENJAMIN
ALEJANDRO, EDUARDO L.
ALEJANDRO, MAXIMINO
ALEJANDRO, ALBERTO ALMENAR,
ARNALDO ALONZO, AMADO ALORIA,
CAMILO ALVAREZ, MANUEL C.
ALVAREZ, BENJAMIN R. AMBROCIO,
CARLOS AMORES, BERNARD P.
ANCHETA, TIMOTEO O. ANCHETA,
JEOFREY ANI, ELINO P. ANTILLON,
ARMANDRO B. ANTIPONO, LARRY T.
ANTONIO, ANTONIO APILADO,
ARTURO P. APILADO, FRANCISCO
APOLINARIO, BARTOLOME M.
AQUINO, ISIDRO AQUINO, PASTOR
AQUINO, ROSENDO M. AQUINO,
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PRUDENCIO ARAULLO, ALEXANDER
ARCAIRA, FRANCISCO ARCIAGA,
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AREVALO, EULALIO ARGUELLES,
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ADESILLO, ANTONIO ASUNCION,
ARTEMIO M. ASUNCION, EDGARDO
ASUNCION, REXY M. ASUNCION,
VICENTE AURELIO, ANGEL AUSTRIA,
RICARDO P. AVERILLA, JR., VIRGILIO
AVILA, BARTOLOME AXALAN,
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BACAL, JOSE L. BACANI, ROMULO R.
BALBIERAN, VICENTE BALBIERAN,
RODOLFO BALITBIT, TEODORO Y.
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BASILAN, CEFERINO BATITIS,
VIVENCIO C. BAUAN, GAUDENCIO S.
BAUTISTA, LEONARDO BAUTISTA,
JOSE BAUTISTA, ROSTICO BAUTISTA,
RUPERTO B. BAUTISTA, TEODORO S.
BAUTISTA, VIRGILIO BAUTISTA,
JESUS R. BAYA, WINIEFREDO
BAYACAL, WINIEFREDO BEBIT, BEN
G. BELIR, ERIC B. BELTRAN,
EMELIANO BENALES, JR., RAUL
BENITEZ, PERFECTO BENSAN,
IRENEO BERGONIO, ISABELO
BERMUDEZ, ROLANDO I. BERMUDEZ,
DANILO BERON, BENJAMIN
BERSAMIN, ANGELITO BICOL,
ANSELMO BICOL, CELESTINO BICOL,
JR., FRANCISCO BICOL, ROGELIO
BICOL, ROMULO L. BICOL, ROGELIO
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BONDOC, DOMINGO BONDOC, PEPE
S. BOOC, JAMES R. BORJA,
WILFREDO BRACEROS, ANGELES C.
BRECINO, EURECLYDON G. BRIONES,
AMADO BRUGE, PABLITO BUDILLO,
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BASILIO BUENAVENTURA,
GUILLERMO BUENCONSEJO,
ALEXANDER BUSTAMANTE,
VIRGILIO BUTIONG, JR., HONESTO P.
CABALLA, DELFIN CABALLERO,
BENEDICTO CABANIGAN, MOISES
CABATAY, HERMANELI CABRERA,
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CAGAYAT, ROGELIO L. CALAGOS,
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CAMACHO, SANTOS T. CAMACHO,
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SE SINANDO CATIBOG, DANILO
CASTRO, PRUDENCIO A. CASTRO,
RAMO CASTRO, JR., ROMEO A. DE
CASTRO, JAIME B. CATLI, DURANA D.
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VICTORIANO CELESTINO, BENJAMIN
CHAN, ANTONIO C. CHUA, VIVENCIO
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AUGUSTO COLOMA, TURIANO
CONCEPCION, TERESITO
CONSTANTINO, ARMANDO CORALES,
RENATO C. CORCUERA, APOLINAR
CORONADO, ABELARDO CORONEL,
FELIX CORONEL, JR., LEONARDO
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DELA CRUZ, DIONISIO A. CUARESMA,
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CRISANTO A. DATAY, NICASIO
DANTINGUINOO, JOSE DATOON,
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DELOSO, CELERINO DE GUZMAN,
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GUZMAN, JOSE DE LEON, JOSELITO
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LUNA, RICARDO DE RAMA,
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ESCARMOSA, ARMANDO ESCOBAR,
ROMEO T. ESCUYOS, ANGELITO**

ESPIRITU, EDUARDO S. ESPIRITU,
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ESPIRITU, JULIAN ESPREGANTE,
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ERNESTO M. ESTEVA, CONRADO
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FRANCISCO, VALERIANO
FRANCISCO, RODOLFO GABAWAN,
ESMERALDO GAHUTAN, CESAR C.
GALANG, SANTIAGO N. GALOSO,
GABRIEL GAMBOA, BERNARDO
GANDAMON, JUAN GANZON, ANDRES
GARCIA, JR., ARMANDO M. GARCIA,
EUGENIO GARCIA, MARCELO L.
GARCIA, PATRICIO L. GARCIA, JR.,
PANCIANO G. GARCIA, PONCIANO G.
GARCIA, JR., RAFAEL P. GARCIA,
ROBERTO S. GARCIA, OSIAS G.
GAROFIL, RAYMUNDO C. GARON,
ROLANDO G. GATELA, AVELINO
GAYETA, RAYMUNDO GERON,
PLACIDO GONZALES, RUPERTO H.
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MARTIN V. GUERRERO, JR., ALEXIS
GUNO, RICARDO L. GUNO,
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GUTIERREZ, IGNACIO B. GUTIERREZ,
ANGELITO DE GUZMAN, JR., CESAR
H. HABANA, RAUL G. HERNANDEZ,
REYNALDO HERNANDEZ,
JOVENIANO D. HILADO, JUSTO

HILAPO, ROSTITO HINAHON,
FELICISIMO HINGADA, EDUARDO
HIPOLITO, RAUL L. IGNACIO,
MANUEL L. ILAGAN, RENATO L .
ILAGAN, CONRADO A. INSIONG,
GRACIANO G. ISLA, ARNEL L. JACOB,
OSCAR J. JAPITENGA, CIRILO
HICBAN, MAXIMIANO HONRADES,
GENEROSO IGNACIO, FELIPE
ILAGAN, EXPEDITO N. JACOB, MARIO
JASMIN, BIENVENIDO JAVIER,
ROMEO M. JAVIER, PRIMO DE JESUS,
REYNALDO DE JESUS, CARLOS A.
JIMENEZ, DANILO E. JIMENEZ,
PEDRO C. JOAQUIN, FELIPE W.
JOCSON, FELINO M. JOCSON, PEDRO
N. JOCSON, VALENTINO S. JOCSON,
PEDRO B. JOLOYA, ESTEBAN P. JOSE,
JR., RAUL JOSE, RICARDO SAN JOSE,
GERTRUDO KABIGTING, EDUARDO S.
KOLIMLIM, SR., LAURO J. LABAY,
EMMANUEL C. LABELLA, EDGARDO
B. LACERONA, JOSE B. LACSON,
MARIO J. LADINES, RUFINO LAGAC,
RODRIGO LAGANAPAN, EFREN M.
LAMADRID, GUADENCIO LATANAN,
VIRGILIO LATAYAN, EMILIANO
LATOJA, WENCESLAO LAUREL,
ALFREDO LAXAMANA, DANIEL R.
LAZARO, ANTONIO C. LEANO,
ARTURO S. LEGASPI, BENITO DE
LEMON, JR., PEDRO G. DE LEON,
MANOLITO C. LILOC, GERARDO
LIMUACO, ERNESTO S. LISING,
RENATO LISING, WILFREDO S.
LISING, CRISPULO LONTOC, PEDRO
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CARLITO M. LOPEZ, CLODY LOPEZ,
GARLITO LOPEZ, GEORGE F. LOPEZ,
VIRGILIO M. LOPEZ, BERNARDITO G.

LOREJA, DOMINGO B. LORICO,
DOMINGO LOYOLA, DANTE LUAGE,
ANTONIO M. LUALHATI, EMMANUEL
LUALHATI, JR., LEONIDEZ C.
LUALHATI, SEBASTIAN LUALHATI,
FRANCISCO LUBAT, ARMANDO
LUCERO, JOSELITO L. DE LUMBAN,
THOMAS VICENTE O. LUNA, NOLI
MACALADLAD, ALFREDO MACALINO,
RICARDO MACALINO, ARTURO V.
MACARAIG, ERNESTO V. MACARAIG,
RODOLFO V. MACARAIG, BENJAMIN
MACATANGAY, HERMOGENES
MACATANGAY, RODEL
MACATANGAY, ROMULO
MACATANGAY, OSIAS Q.
MADLANGBAYAN, NICOLAS P.
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EFREN C. MAGBANUA, BENJAMIN
MAGBUHAT, ALFREDO C.
MAGCALENG, ANTONIO MAGNAYE,
ALFONSO MAGPANTAY, RICARDO C.
MAGPANTAY, SIMEON M.
MAGPANTAY, ARMANDO M.
MAGSINO, MACARIO S. MAGSINO,
ANTONIO MAGTIBAY, VICTOR V.
MAGTIBAY, GERONIMO MAHILUM,
MANUEL MALONZO, RICARDO
MAMADIS, RODOLFO MANA,
BERNARDO A. MANALILI, MANUEL
MANALILI, ANGELO MANALO,
AGUILES L. MANALO, LEOPOLDO
MANGAHAS, BAYANI MANIGBAS,
ROLANDO C. MANIMTIM, DANIEL
MANONSON,. ERNESTO F. MANUEL,
EDUARDO MANZANO, RICARDO N.
MAPA, RAMON MAPILE, ROBERTO C.
MARANA, NEMESIO MARASIGAN,
WENCESLAO MARASIGAN,
LEONARDO MARCELO, HENRY F.

MARIANO, JOEL MARIDABLE,
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MARQUEZ, RICARDO MARTINEZ,
DIEGO MASICAMPO, AURELIO
MATABERDE, RENATO MATILLA,
VICTORIANO MATILLA, VIRGILIO
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BENIGNO MELENDEZ, RENER J.
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JR., CLARO MENDOZA, TIMOTEO
MENDOZA, GREGORIO MERCADO,
ERNANI DELA MERCED, RICARDO
MERCENA, NEMESIO METRELLO,
RODEL MEMIJE, GASPAR MINIMO,
BENJAMIN MIRANDA, FELIXBERTO
D. MISA, CLAUDIO A. MODESTO, JR.,
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RICARDO MORADA, RODOLFO
MORADA, ROLANDO M. MORALES,
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OCAMPO, RODRIGO E. OCAMPO,
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ORALLO, ROMEO S. ORIGINES,

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OSIAS, VIRGILIO PA-A, DAVID
PAALAN, JESUS N. PACHECO,
ALFONSO L. PADILLA, DANILO
PAGSANJAN, NUMERIANO
PAGSISIHAN, RICARDO T. PAGUIO,
EMELIO PAKINGAN, LEANDRO
PALABRICA, QUINCIANO PALO, JOSE
PAMATIAN, GONZALO PAN,
PORFIRIO PAN, BIENVENIDO
PANGAN, ERNESTO PANGAN,
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PEREZ, LEON PEREZ, ROMEO E.
PEREZ, ROMULO PEREZ, WILLIAM
PEREZ, FERNANDO G. PERINO,
FLORENTINO DEL PILAR, DELMAR F.
PINEDA, SALVADOR PINEDA,
ELIZALDE PINPIN, WILFREDO
PINPIN, ARTURO POBLETE,
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CARMELITO PRUDENTE, DANTE
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PUNIO, FEDERICO QUIMAN,
ALFREDO L. QUINTO, ROMEO
QUINTOS, EDUARDO W. RACABO,
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DE RAMA, ROLANDO DE RAMA,
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RENTOZA, REDENTOR C. REY,
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REYES, BENEDICTO R. REYES,
GREGORIO B. REYES, JOSE A. REYES,
JOSE C. REYES, ROMULO M. REYES,
SERGIO REYES, ERNESTO F. RICO,
FERNANDO M. RICO, EMMANUEL
RIETA, RICARDO RIETA, LEO B.
ROBLES, RUBEN ROBLES, RODOLFO
ROBLEZA, RODRIGO ROBLEZA,
EDUARDO ROCABO, ANTONIO R.
RODRIGUEZ, BERNARDO
RODRIGUEZ, ELIGIO RODRIGUEZ,
ALMONTE ROMEO, ELIAS
RONQUILLO, ELISE RONQUILLO,
LUIS VAL B. RONQUILLO, REYNOSO
P. RONQUILLO, RODOLFO
RONQUILLO, ANGEL ROSALES,
RAMON ROSALES, ALBERTO DEL
ROSARIO, GENEROSO DEL ROSARIO,
TEODORICO DEL ROSARIO, VIRGILIO
L. ROSARIO, CARLITO SALVADOR,
JOSE SAMPARADA, ERNESTO SAN
PEDRO, ADRIANO V. SANCHA,
GERONIMO M. SANCHA, ARTEMIO B.
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APOLONIO P. SANTIAGO, JOSELITO S.
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SANTOS, RENATO D. SANTOS,
MIGUEL SAPUYOT, ALEX S.
SERQUINA, DOMINADOR P. SERRA,
ROMEO SIDRO, AMADO M. SILANG,
FAUSTINO D. SILANG, RODOLFO B.
DE SILOS, ANICETO G. SILVA,**

EDGARDO M. SILVA, ROLANDO C. SILVERTO, ARTHUR B. SIMBAHON, DOMINGO SOLANO, JOSELITO C. SOLANTE, CARLITO SOLIS, CONRADO SOLIS, III, EDGARDO SOLIS, ERNESTO SOLIS, ISAGANI M. SOLIS, EDUARDO L. SOTTO, ERNESTO G. STA. MARIA, VICENTE G. STELLA, FELIMON SUPANG, PETER TANGUINOO, MAXIMINO TALIBSAO, FELICISMO P. TALUSIK, FERMIN TARUC, JR., LEVY S. TEMPLO, RODOLFO S. TIAMSON, LEONILO TIPOSO, ARNEL TOLENTINO, MARIO M. TOLENTINO, FELIPE TORRALBA, JOVITO V. TORRES, LEONARDO DE TORRES, GAVINO U. TUAZON, AUGUSTO B. TUNGUIA, FRANCISCO UMALI, SIMPLICIO UNIDA, WILFREDO V. UNTALAN, ANTONIO VALDERAMA, RAMON VALDERAMA, NILO VALENCIANO, EDGARDO C. VASQUEZ, ELPIDIO VELASQUEZ, NESTOR DE VERA, WILFREDO D. VERA, BIENVENIDO VERGARA, ALFREDO VERGARA, RAMON R. VERZOSA, FELICITO P. VICMUNDO, ALFREDO VICTORIANO, TEOFILO P. VIDALLO, SABINO N. VIERNEZ, JESUS J. VILLA, JOVEN VILLABLANCO, EDGARDO G. VILLAFLORES, CEFERINO VILLAGERA, ALEX VILLAHERMOZA, DANILO A. VILLANUEVA, ELITO VILLANUEVA, LEONARDO M. VILLANUEVA, MANUEL R. VILLANUEVA, NEPTHALI VILLAR, JOSE V. VILLAREAL, FELICISIMO VILLARINO, RAFAEL VILLAROMAN, CARLOS VILLENA, FERDINAND VIVO, ROBERTO YABUT,

**VICENTE YNGENTE, AND ORO C.
ZUNIGA,**

Respondents.

X-----X

**BIENVENIDO M. CADALIN, ROLANDO
M. AMUL, DONATO B. EVANGELISTA,
and the rest of 1, 767 NAMED-
COMPLAINANTS, thru and by their
Attorney-in-fact, Atty. GERARDO A.
DEL MUNDO,**

Petitioners,

-versus-

**G.R. No. 104776
December 5, 1994**

**PHILIPPINE OVERSEAS
EMPLOYMENT ADMINISTRATION'S
ADMINISTRATOR, NATIONAL LABOR
RELATIONS COMMISSION, BROWN &
ROOT INTERNATIONAL, INC. AND/OR
ASIA INTERNATIONAL BUILDERS
CORPORATION,**

Respondents.

X-----X

**BIENVENIDO M. CADALIN, ET AL.,
*Petitioners,***

-versus-

**G.R. Nos. 104911-14
December 5, 1994**

**HON. NATIONAL LABOR RELATIONS
COMMISSION, BROWN & ROOT
INTERNATIONAL, INC. and/or ASIA**

**INTERNATIONAL
CORPORATION,**

BUILDERS

Respondents.

X-----X

DECISION

QUIASON, J.:

The Petition in G.R. No. 104776, entitled “Bienvenido M. Cadalin, et. al. vs. Philippine Overseas Employment Administration’s Administrator, et. al.,” was filed under Rule 65 of the Revised Rules of Court:

- (1) to modify the Resolution dated September 2, 1991 of the National Labor Relations Commission (NLRC) in POEA Cases Nos. L-84-06-555, L-85-10-777, L-85-10-779 and L-86-05-460;
- (2) to render a new decision: (i) declaring private respondents as in default; (ii) declaring the said labor cases as a class suit; (iii) ordering Asia International Builders Corporation (AIBC) and Brown and Root International Inc. (BRII) to pay the claims of the 1,767 claimants in said labor cases; (iv) declaring Atty. Florante M. de Castro guilty of forum-shopping; and (v) dismissing POEA Case No. L-86-05-460; and
- (3) to reverse the Resolution dated March 24, 1992 of the NLRC, denying the motion for reconsideration of its Resolution dated September 2, 1991 (Rollo, pp. 8-288).

The Petition in G.R. Nos. 104911-14, entitled “Bienvenido M. Cadalin, et. al., vs. Hon. National Labor Relations Commission, et. al.,” was filed under Rule 65 of the Revised Rules of Court:

- (1) to reverse the Resolution dated September 2, 1991 of NLRC in POEA Cases Nos. L-84-06-555, L-85-10-777, L-85-10-799 and L-86-05-460 insofar as it: (i) applied the three-year prescriptive period under the Labor Code of the Philippines instead of the ten-year prescriptive period under the Civil Code of the Philippines; and (ii) denied the “three-hour daily average” formula in the computation of petitioners’ overtime pay; and
- (2) to reverse the Resolution dated March 24, 1992 of NLRC, denying the motion for reconsideration of its Resolution dated September 2, 1991 (Rollo, pp. 8-25; 26-220).

The petition in G.R. Nos. 105029-32, entitled “Asia International Builders Corporation, et. al., vs. National Labor Relations Commission, et. al.” was filed under Rule 65 of the Revised Rules of Court:

- (1) to reverse the Resolution dated September 2, 1991 of NLRC in POEA Cases Nos. L-84-06-555, L-85-10-777, L-85-10-779 and L-86-05-460, insofar as it granted the claims of 149 claimants; and
- (2) to reverse the Resolution dated March 21, 1992 of NLRC insofar as it denied the motions for reconsideration of AIBC and BRII (Rollo, pp. 2-59; 61-230).

The Resolution dated September 2, 1991 of NLRC, which modified the decision of POEA in four labor cases: (1) awarded monetary benefits only to 149 claimants and (2) directed Labor Arbiter Fatima J. Franco to conduct hearings and to receive evidence on the claims dismissed by the POEA for lack of substantial evidence or proof of employment.

Consolidation of Cases

G.R. Nos. 104776 and 105029-32 were originally raffled to the Third Division while G.R. Nos. 104911-14 were raffled to the Second Division. In the Resolution dated July 26, 1993, the Second Division referred G.R. Nos. 104911-14 to the Third Division (G.R. No. 104911-14, Rollo, p. 895).

In the Resolution dated September 29, 1993, the Third Division granted the motion filed in G.R. Nos. 104911-14 for the consolidation of said cases with G.R. Nos. 104776 and 105029-32, which were assigned to the First Division (G.R. Nos. 104911-14, Rollo, pp. 986-1,107; G.R. Nos. 105029-30, Rollo, pp. 369-377, 426-432). In the Resolution dated October 27, 1993, the First Division granted the motion to consolidate G.R. Nos. 104911-14 with G.R. No. 104776 (G.R. Nos. 104911-14, Rollo, p. 1109; G.R. No. 105029-32, Rollo, p. 1562).

I

On June 6, 1984, Bienvenido M. Cadalin, Rolando M. Amul and Donato B. Evangelista, in their own behalf and on behalf of 728 other overseas contract workers (OCWs) instituted a class suit by filing an “Amended Complaint” with the Philippine Overseas Employment Administration (POEA) for money claims arising from their recruitment by AIBC and employment by BRII (POEA Case NO. L-84-06-555). The claimants were represented by Atty. Gerardo del Mundo.

BRII is a foreign corporation with headquarters in Houston, Texas, and is engaged in construction; while AIBC is a domestic corporation licensed as a service contractor to recruit, mobilize and deploy Filipino workers for overseas employment on behalf of its foreign principals.

The amended complaint principally sought the payment of the unexpired portion of the employment contracts, which was terminated prematurely, and secondarily, the payment of the interest of the earnings of the Travel and Reserved Fund, interest on all the unpaid benefits; area wage and salary differential pay; fringe benefits; refund of SSS and premium not remitted to the SSS; refund of withholding tax not remitted to the BIR; penalties for committing prohibited practices; as well as the suspension of the license of AIBC and the accreditation of BRII (G.R. No. 104776, Rollo, pp. 13-14).

At the hearing on June 25, 1984, AIBC was furnished a copy of the complaint and was given, together with BRII, up to July 5, 1984 to file its answer.

On July 3, 1984, POEA Administrator, upon motion of AIBC and BRII, ordered the claimants to file a bill of particulars within ten days from receipt of the order and the movants to file their answers within ten days from receipt of the bill of particulars. The POEA Administrator also scheduled a pre-trial conference on July 25, 1984.

On July 13, 1984, the claimants submitted their "Compliance and Manifestation." On July 23, 1984, AIBC filed a "Motion to Strike Out of the Records", the "Complaint" and the "Compliance and Manifestation." On July 25, 1984, the claimants filed their "Rejoinder and Comments," averring, among other matters, the failure of AIBC and BRII to file their answers and to attend the pre-trial conference on July 25, 1984. The claimants alleged that AIBC and BRII had waived their right to present evidence and had defaulted by failing to file their answers and attend the pre-trial conference.

On October 2, 1984, the POEA Administrator denied the "Motion to Strike Out of the Records" filed by AIBC but required the claimants to correct the deficiencies in the complaint pointed out in the order.

On October 10, 1984, claimants asked for time within which to comply with the Order of October 2, 1984 and filed an "Urgent Manifestation," praying that the POEA Administrator direct the parties to submit simultaneously their position papers, after which the case should be deemed submitted for decision. On the same day, Atty. Florante de Castro filed another complaint for the same money claims and benefits in behalf of several claimants, some of whom were also claimants in POEA Case No. L-84-06-555 (POEA Case No. 85-10-779).

On October 19, 1984, claimants filed their "Compliance" with the Order dated October 2, 1984 and an "Urgent Manifestation," praying that the POEA direct the parties to submit simultaneously their position papers after which the case would be deemed submitted for decision. On the same day, AIBC asked for time to file its comment on the "Compliance" and "Urgent Manifestation" of claimants. On

November 6, 1984, it filed a second motion for extension of time to file the comment.

On November 8, 1984, the POEA Administrator informed AIBC that its motion for extension of time was granted.

On November 14, 1984, claimants filed an opposition to the motions for extension of time and asked that AIBC and BRII be declared in default for failure to file their answers.

On November 20, 1984, AIBC and BRII filed a "Comment" praying, among other reliefs, that claimants should be ordered to amend their complaint.

On December 27, 1984, the POEA Administrator issued an order directing AIBC and BRII to file their answers within ten days from receipt of the order.

On February 27, 1985, AIBC and BRII appealed to NLRC seeking the reversal of the said order of the POEA Administrator. Claimants opposed the appeal, claiming that it was dilatory and praying that AIBC and BRII be declared in default.

On April 2, 1985, the original claimants filed an "Amended Complaint and/or Position Paper" dated March 24, 1985, adding new demands: namely, the payment of overtime pay, extra night work pay, annual leave differential pay, leave indemnity pay, retirement and savings benefits and their share of forfeitures (G.R. No. 104776, Rollo, pp. 14-16). On April 15, 1985, the POEA Administrator directed AIBC to file its answer to the amended complaint (G.R. No. 104776, Rollo, p. 20).

On May 28, 1985, claimants filed an "Urgent Motion for Summary Judgment." On the same day, the POEA issued an order directing AIBC and BRII to file their answers to the "Amended Complaint," otherwise, they would be deemed to have waived their right to present evidence and the case would be resolved on the basis of complainants' evidence.

On June 5, 1985, AIBC countered with a “Motion to Dismiss as Improper Class Suit and Motion for Bill of Particulars Re: Amended Complaint dated March 24, 1985.” Claimants opposed the motions.

On September 4, 1985, the POEA Administrator reiterated his directive to AIBC and BRII to file their answers in POEA Case No. L-84-06-555.

On September 18, 1985, AIBC filed its second appeal to the NLRC, together with a petition for the issuance of a writ of injunction. On September 19, 1985, NLRC enjoined the POEA Administrator from hearing the labor cases and suspended the period for the filing of the answers of AIBC and BRII.

On September 19, 1985, claimants asked the POEA Administrator to include additional claimants in the case and to investigate alleged wrongdoings of BRII, AIBC and their respective lawyers.

On October 10, 1985, Romeo Patag and two co-claimants filed a complaint (POEA Case No. L-85-10-777) against AIBC and BRII with the POEA, demanding monetary claims similar to those subject of POEA Case No. L-84-06-555. In the same month, Solomon Reyes also filed his own complaint (POEA Case No. L-85-10-779) against AIBC and BRII.

On October 17, 1985, the law firm of Florante M. de Castro & Associates asked for the substitution of the original counsel of record and the cancellation of the special powers of attorney given the original counsel.

On December 12, 1985, Atty. Del Mundo filed in NLRC a notice of the claim to enforce attorney’s lien.

On May 29, 1986, Atty. De Castro filed a complaint for money claims (POEA Case No. 86-05-460) in behalf of 11 claimants including Bienvenido Cadalin, a claimant in POEA Case No. 84-06-555.

On December 12, 1986, the NLRC dismissed the two appeals filed on February 27, 1985 and September 18, 1985 by AIBC and BRII.

In narrating the proceedings of the labor cases before the POEA Administrator, it is not amiss to mention that two cases were filed in the Supreme Court by the claimants, namely — G.R. No. 72132 on September 26, 1985 and Administrative Case No. 2858 on March 18, 1986. On May 13, 1987, the Supreme Court issued a resolution in Administrative Case No. 2858 directing the POEA Administrator to resolve the issues raised in the motions and oppositions filed in POEA Cases Nos. L-84-06-555 and L-86-05-460 and to decide the labor cases with deliberate dispatch.

AIBC also filed a petition in the Supreme Court (G.R. No. 78489), questioning the Order dated September 4, 1985 of the POEA Administrator. Said order required BRII and AIBC to answer the amended complaint in POEA Case No. L-84-06-555. In a resolution dated November 9, 1987, we dismissed the petition by informing AIBC that all its technical objections may properly be resolved in the hearings before the POEA.

Complaints were also filed before the Ombudsman. The first was filed on September 22, 1988 by claimant Hermie Arguelles and 18 co-claimants against the POEA Administrator and several NLRC Commissioners. The Ombudsman merely referred the complaint to the Secretary of Labor and Employment with a request for the early disposition of POEA Case No. L-84-06-555. The second was filed on April 28, 1989 by claimants Emigdio P. Bautista and Rolando R. Lobeta charging AIBC and BRII for violation of labor and social legislations. The third was filed by Jose R. Santos, Maximino N. Talibsao and Amado B. Bruce denouncing AIBC and BRII of violations of labor laws.

On January 13, 1987, AIBC filed a motion for reconsideration of the NLRC Resolution dated December 12, 1986.

On January 14, 1987, AIBC reiterated before the POEA Administrator its motion for suspension of the period for filing an answer or motion for extension of time to file the same until the resolution of its motion for reconsideration of the order of the NLRC dismissing the two appeals. On April 28, 1987, NLRC en banc denied the motion for reconsideration.

At the hearing on June 19, 1987, AIBC submitted its answer to the complaint. At the same hearing, the parties were given a period of 15 days from said date within which to submit their respective position papers. On June 24, 1987 claimants filed their "Urgent Motion to Strike Out Answer," alleging that the answer was filed out of time. On June 29, 1987, claimants filed their "Supplement to Urgent Manifestational Motion" to comply with the POEA Order of June 19, 1987. On February 24, 1988, AIBC and BRII submitted their position paper. On March 4, 1988, claimants filed their "Ex-parte Motion to Expunge from the Records" the position paper of AIBC and BRII, claiming that it was filed out of time.

On September 1, 1988, the claimants represented by Atty. De Castro filed their memorandum in POEA Case No. L-86-05-460. On September 6, 1988, AIBC and BRII submitted their Supplemental Memorandum. On September 12, 1988, BRII filed its "Reply to Complainant's Memorandum." On October 26, 1988, claimants submitted their "Ex-parte Manifestational Motion and Counter-Supplemental Motion," together with 446 individual contracts of employments and service records. On October 27, 1988, AIBC and BRII filed a "Consolidated Reply."

On January 30, 1989, the POEA Administrator rendered his decision in POEA Case No. L-84-06-555 and the other consolidated cases, which awarded the amount of \$824,652.44 in favor of only 324 complainants.

On February 10, 1989, claimants submitted their "Appeal Memorandum for Partial Appeal" from the decision of the POEA. On the same day, AIBC also filed its motion for reconsideration and/or appeal in addition to the "Notice of Appeal" filed earlier on February 6, 1989 by another counsel for AIBC.

On February 17, 1989, claimants filed their "Answer to Appeal," praying for the dismissal of the appeal of AIBC and BRII.

On March 15, 1989, claimants filed their "Supplement to Complainants' Appeal Memorandum," together with their "newly discovered evidence" consisting of payroll records.

On April 5, 1989, AIBC and BRII submitted to NLRC their “Manifestation,” stating among other matters that there were only 728 named claimants. On April 20, 1989, the claimants filed their “Counter-Manifestation,” alleging that there were 1,767 of them.

On July 27, 1989, claimants filed their “Urgent Motion for Execution” of the Decision dated January 30, 1989 on the grounds that BRII had failed to appeal on time and AIBC had not posted the supersedeas bond in the amount of \$824,652.44.

On December 23, 1989, claimants filed another motion to resolve the labor cases.

On August 21, 1990, claimants filed their “Manifestational Motion,” praying that all the 1,767 claimants be awarded their monetary claims for failure of private respondents to file their answers within the reglementary period required by law.

On September 2, 1991, NLRC promulgated its Resolution, disposing as follows:

“WHEREFORE, premises considered, the Decision of the POEA in these consolidated cases is modified to the extent and in accordance with the following dispositions:

1. The claims of the 94 complainants identified and listed in Annex “A” hereof are dismissed for having prescribed;
2. Respondents AIBC and Brown & Root are hereby ordered, jointly and severally, to pay the 149 complainants, identified and listed in Annex “B” hereof, the peso equivalent, at the time of payment, of the total amount in US dollars indicated opposite their respective names;
3. The awards given by the POEA to the 19 complaints classified and listed in Annex “C” hereof, who appear to have worked elsewhere than in Bahrain are hereby set aside; and

4. All claims other than those indicated in Annex “B”, including those for overtime work and favorably granted by the POEA, are hereby dismissed for lack of substantial evidence in support thereof or are beyond the competence of this Commission to pass upon.

In addition, this Commission, in the exercise of its powers and authority under Article 218 (c) of the Labor Code, as amended by R.A. 6715, hereby directs Labor Arbiter Fatima J. Franco of this Commission to summon parties, conduct hearings and receive evidence, as expeditiously as possible, and thereafter submit a written report to this Commission (First Division) of the proceedings taken, regarding the claims of the following:

- (a) complainants identified and listed in Annex “D” attached and made an integral part of this Resolution, whose claims were dismissed by the POEA for lack of proof of employment in Bahrain (these complainants numbering 683, are listed in pages 13 to 23 of the decision of POEA, subject of the appeals); and
- (b) complainants identified and listed in Annex “E” attached and made an integral part of this Resolution, whose awards decreed by the POEA, to Our mind, are not supported by substantial evidence” (G.R. No. 104776; Rollo, pp. 113-115; G.R. Nos. 104911-14, pp. 85-87; G.R. Nos. 105029-31, pp. 120-122).

On November 27, 1991, claimant Amado S. Tolentino and 12 co-claimants, who were former clients of Atty. Del Mundo, filed a petition for *certiorari* with the Supreme Court (G.R. Nos. 120741-44). The petition was dismissed in a resolution dated January 27, 1992.

Three motions for reconsideration of the September 2, 1991 Resolution of the NLRC were filed. The first, by the claimants represented by Atty. Del Mundo; the second, by the claimants represented by Atty. De Castro; and the third, by AIBC and BRII.

In its Resolution dated March 24, 1992, NLRC denied all the motions for reconsideration.

Hence, these petitions filed by the claimants represented by Atty. Del Mundo (G.R. No. 104776), the claimants represented by Atty. De Castro (G.R. Nos. 104911-14) and by AIBC and BRII (G.R. Nos. 105029-32).

II

Compromise Agreements

Before this Court, the claimants represented by Atty. De Castro and AIBC and BRII have submitted, from time to time, compromise agreements for our approval and jointly moved for the dismissal of their respective petitions insofar as the claimants-parties to the compromise agreements were concerned (See Annex A for list of claimants who signed quitclaims).

Thus the following manifestations that the parties had arrived at a compromise agreement and the corresponding motions for the approval of the agreements were filed by the parties and approved by the Court:

- 1) Joint Manifestation and Motion involving claimant Emigdio Abarquez and 47 co-claimants dated September 2, 1992 (G.R. Nos. 104911-14, Rollo, pp. 263-406; G.R. Nos. 105029-32, Rollo, pp. 470-615);
- 2) Joint Manifestation and Motion involving petitioner Bienvenido Cadalin and 82 co-petitioners dated September 3, 1992 (G.R. No. 104776, Rollo, pp. 364-507);
- 3) Joint Manifestation and Motion involving claimant Jose M. Aban and 36 co-claimants dated September 17, 1992 (G.R. Nos. 105029-32, Rollo, pp. 613-722; G.R. No. 104776, Rollo, pp. 518-626; G.R. Nos. 104911-14, Rollo, pp. 407-516);

- 4) Joint Manifestation and Motion involving claimant Antonio T. Anglo and 17 co-claimants dated October 14, 1992 (G.R. Nos. 105029-32, Rollo, pp. 778-843; G.R. No. 104776, Rollo, pp. 650-713; G.R. Nos. 104911-14, Rollo, pp. 530-590);
- 5) Joint Manifestation and Motion involving claimant Dionisio Bobongo and 6 co-claimants dated January 15, 1993 (G.R. No. 104776, Rollo, pp. 813-836; G.R. Nos. 104911-14, Rollo, pp. 629-652);
- 6) Joint Manifestation and Motion involving claimant Valerio A. Evangelista and 4 co-claimants dated March 10, 1993 (G.R. Nos. 104911-14, Rollo, pp. 731-746; G.R. No. 104776, Rollo, pp. 1815-1829);
- 7) Joint Manifestation and Motion involving claimants Palconeri Banaag and 5 co-claimants dated March 17, 1993 (G.R. No. 104776, Rollo, pp. 1657-1703; G.R. Nos. 104911-14, Rollo, pp. 655-675);
- 8) Joint Manifestation and Motion involving claimant Benjamin Ambrosio and 15 other co-claimants dated May 4, 1993 (G.R. No. 105029-32, Rollo, pp. 906-956; G.R. Nos. 104911-14, Rollo, pp. 679-729; G.R. No. 104776, Rollo, pp. 1773-1814);
- 9) Joint Manifestation and Motion involving Valerio Evangelista and 3 co-claimants dated May 10, 1993 (G.R. No. 104776, Rollo, pp. 1815-1829);
- 10) Joint Manifestation and Motion involving petitioner Quiterio R. Agudo and 36 co-claimants dated June 14, 1993 (G.R. Nos. 105029-32, Rollo, pp. 974-1190; G.R. Nos. 104911-14, Rollo, pp. 748-864; G.R. No. 104776, Rollo, pp. 1066-1183);
- 11) Joint Manifestation and Motion involving claimant Arnaldo J. Alonzo and 19 co-claimants dated July 22, 1993 (G.R. No. 104776, Rollo, pp. 1173-1235; G.R. Nos. 105029-32,

Rollo, pp. 1193-1256; G.R. Nos. 104911-14, Rollo, pp. 896-959);

- 12) Joint Manifestation and Motion involving claimant Ricardo C. Dayrit and 2 co-claimants dated September 7, 1993 (G.R. Nos. 105029-3, Rollo, pp. 1266-1278; G.R. No. 104776, Rollo, pp. 1243-1254; G.R. Nos. 104911-14, Rollo, pp. 972-984);
- 13) Joint Manifestation and Motion involving claimant Dante C. Aceres and 37 co-claimants dated September 8, 1993 (G.R. No. 104776, Rollo, pp. 1257-1375; G.R. Nos. 104911-14, Rollo, pp. 987-1105; G.R. Nos. 105029-32, Rollo, pp. 1280-1397);
- 14) Joint Manifestation and Motion involving Vivencio V. Abella and 27 co-claimants dated January 10, 1994 (G.R. Nos. 105029-32, Rollo, Vol. II);
- 15) Joint Manifestation and Motion involving Domingo B. Solano and six co-claimants dated August 25, 1994 (G.R. Nos. 105029-32; G.R. No. 104776; G.R. No. 104911-14).

III

The facts as found by the NLRC are as follows:

“We have taken painstaking efforts to sift over the more than fifty volumes now comprising the records of these cases. From the records, it appears that the complainants-appellants allege that they were recruited by respondent-appellant AIBC for its accredited foreign principal, Brown & Root, on various dates from 1975 to 1983. They were all deployed at various projects undertaken by Brown & Root in several countries in the Middle East, such as Saudi Arabia, Libya, United Arab Emirates and Bahrain, as well as in Southeast Asia, in Indonesia and Malaysia.

Having been officially processed as overseas contract workers by the Philippine Government, all the individual complainants signed standard overseas employment contracts (Records, Vols. 25-32.

Hereafter, reference to the records would be sparingly made, considering their chaotic arrangement) with AIBC before their departure from the Philippines. These overseas employment contracts invariably contained the following relevant terms and conditions.

PART B —

- (1) Employment Position
Classification: _____
(Code): _____
- (2) Company Employment
Status: _____
- (3) Date of Employment
to Commence on: _____
- (4) Basic Working
Hours Per Week: _____
- (5) Basic Working
Hours per Month: _____
- (6) Basic Hourly Rate: _____
- (7) Overtime Rate
Per Hour: _____
- (8) Projected Period of Service
(Subject to C (1) of this [sic]) : _____

Months and/or Job Completion

x x x

3. HOURS OF WORK AND COMPENSATION

- a) The Employee is employed at the hourly rate and overtime rate as set out in Part B of this Document.
- b) The hours of work shall be those set forth by the Employer, and Employer may, at his sole option, change or adjust such hours as maybe deemed necessary from time to time.

4. TERMINATION

- a) Notwithstanding any other terms and conditions of this agreement, the Employer may, at his sole discretion, terminate employee's service with cause, under this agreement at any time. If the Employer terminates the services of the Employee under this Agreement because of the completion or termination, or suspension of the work on which the Employee's services were being utilized, or because of a reduction in force due to a decrease in scope of such work, or by change in the type of construction of such work. The Employer will be responsible for his return transportation to his country of origin. Normally on the most expeditious air route, economy class accommodation.

X X X

10. VACATION/SICK LEAVE BENEFITS

- a) After one (1) year of continuous service and/or satisfactory completion of contract, employee shall be entitled to 12-days vacation leave with pay. This shall be computed at the basic wage rate. Fractions of a year's service will be computed on a pro-rata basis.
- b) Sick leave of 15 days shall be granted to the employee for every year of service for non-work connected injuries or illness. If the employee failed to avail of such leave benefits, the same shall be forfeited at the end of the year in which said sick leave is granted.

11. BONUS

A bonus of 20% (for offshore work) of gross income will be accrued and payable only upon satisfactory completion of this contract.

12. OFFDAY PAY

The seventh day of the week shall be observed as a day of rest with 8 hours regular pay. If work is performed on this day, all hours work shall be paid at the premium rate. However, this off day pay provision

is applicable only when the laws of the Host Country require payments for rest day.

In the State of Bahrain, where some of the individual complainants were deployed, His Majesty Isa Bin Salman Al Kaifa, Amir of Bahrain, issued his Amiri Decree No. 23 on June 16, 1976, otherwise known as the Labour Law for the Private Sector (Records, Vol. 18). This decree took effect on August 16, 1976. Some of the provisions of Amiri Decree No. 23 that are relevant to the claims of the complainants-appellants are as follows (emphasis supplied):

Art. 79: A worker shall receive payment for each extra hour equivalent to his wage entitlement increased by a minimum of twenty-five per centum thereof for hours worked during the day; and by a minimum of fifty per centum thereof for hours worked during the night which shall be deemed to being from seven o'clock in the evening until seven o'clock in the morning."

Art. 80: Friday shall be deemed to be a weekly day of rest on full pay. x x x an employer may require a worker, with his consent, to work on his weekly day of rest if circumstances so require and in respect of which an additional sum equivalent to 150% of his normal wage shall be paid to him."

Art. 81: When conditions of work require the worker to work on any official holiday, he shall be paid an additional sum equivalent to 150% of his normal wage.

Art. 84: Every worker who has completed one year's continuous service with his employer shall be entitled to leave on full pay for a period of not less than 21 days for each year increased to a period not less than 28 days after five continuous years of service."

A worker shall be entitled to such leave upon a quantum meruit in respect of the proportion of his service in that year."

Art. 107: A contract of employment made for a period of indefinite duration may be terminated by either party thereto after giving the other party thirty days' prior notice before such

termination, in writing, in respect of monthly paid workers and fifteen days' notice in respect of other workers. The party terminating a contract without giving the required notice shall pay to the other party compensation equivalent to the amount of wages payable to the worker for the period of such notice or the unexpired portion thereof.

Art. 111: x x x the employer concerned shall pay to such worker, upon termination of employment, a leaving indemnity for the period of his employment calculated on the basis of fifteen days' wages for each year of the first three years of service and of one month's wages for each year of service thereafter. Such worker shall be entitled to payment of leaving indemnity upon a quantum meruit in proportion to the period of his service completed within a year."

All the individual complainants-appellants have already been repatriated to the Philippines at the time of the filing of these cases (R.R. No. 104776, Rollo, pp. 59-65).

IV

The issues raised before and resolved by the NLRC were:

First: — Whether or not complainants are entitled to the benefits provided by Amiri Decree No. 23 of Bahrain;

- (a) Whether or not the complainants who have worked in Bahrain are entitled to the above-mentioned benefits.
- (b) Whether or not Art. 44 of the same Decree (allegedly prescribing a more favorable treatment of alien employees) bars complainants from enjoying its benefits.

Second: — Assuming that Amiri Decree No. 23 of Bahrain is applicable in these cases, whether or not complainants' claim for the benefits provided therein have prescribed.

Third: — Whether or not the instant cases qualify as a class suit.

Fourth: — Whether or not the proceedings conducted by the POEA, as well as the decision that is the subject of these appeals, conformed with the requirements of due process;

- (a) Whether or not the respondent-appellant was denied its right to due process;
- (b) Whether or not the admission of evidence by the POEA after these cases were submitted for decision was valid;
- (c) Whether or not the POEA acquired jurisdiction over Brown & Root International, Inc.;
- (d) Whether or not the judgment awards are supported by substantial evidence;
- (e) Whether or not the awards based on the averages and formula presented by the complainants-appellants are supported by substantial evidence;
- (f) Whether or not the POEA awarded sums beyond what the complainants-appellants prayed for; and, if so, whether or not these awards are valid.

Fifth: — Whether or not the POEA erred in holding respondents AIBC and Brown & Root jointly and severally liable for the judgment awards despite the alleged finding that the former was the employer of the complainants:

- (a) Whether or not the POEA has acquired jurisdiction over Brown & Root;
- (b) Whether or not the undisputed fact that AIBC was a licensed construction contractor precludes a finding that Brown & Root is liable for complainants claims.

Sixth: — Whether or not the POEA Administrator's failure to hold respondents in default constitutes a reversible error.

Seventh: — Whether or not the POEA Administrator erred in dismissing the following claims:

- a. Unexpired portion of contract;
- b. Interest earnings of Travel and Reserve Fund;
- c. Retirement and Savings Plan benefits;
- d. War Zone bonus or premium pay of at least 100% of basic pay;
- e. Area Differential Pay;
- f. Accrued interests on all the unpaid benefits;
- g. Salary differential pay;
- h. Wage differential pay;
- i. Refund of SSS premiums not remitted to SSS;
- j. Refund of withholding tax not remitted to BIR;
- k. Fringe benefits under B & R's "A Summary of Employee Benefits" (Annex "Q" of Amended Complaint);
- l. Moral and exemplary damages;
- m. Attorney's fees of at least ten percent of the judgment award;
- n. Other reliefs, like suspending and/or cancelling the license to recruit of AIBC and the accreditation of B & R issued by POEA;
- o. Penalty for violations of Article 34 (prohibited practices), not excluding reportorial requirements thereof.

Eight: — Whether or not the POEA Administrator erred in not dismissing POEA Case No. (L) 86-65-460 on the ground of multiplicity of suits (G.R. Nos. 104911-14, Rollo, pp. 25-29, 51-55).

Anent the first issue, NLRC set aside Section 1, Rule 129 of the 1989 Revised Rules on Evidence governing the pleading and proof of a foreign law and admitted in evidence a simple copy of the Bahrain's Amiri Decree No. 23 of 1976 (Labour Law for the Private Sector). NLRC invoked Article 221 of the Labor Code of the Philippines, vesting on the Commission ample discretion to use every and all reasonable means to ascertain the facts in each case without regard to the technicalities of law or procedure. NLRC agreed with the POEA Administrator that the Amiri Decree No. 23, being more favorable and beneficial to the workers, should form part of the overseas employment contract of the complainants.

NLRC, however, held that the Amiri Decree No. 23 applied only to the claimants, who worked in Bahrain, and set aside awards of the POEA Administrator in favor of the claimants, who worked elsewhere.

On the second issue, NLRC ruled that the prescriptive period for the filing of the claims of the complainants was three years, as provided in Article 291 of the Labor Code of the Philippines, and not ten years as provided in Article 1144 of the Civil Code of the Philippines nor one year as provided in the Amiri Decree No. 23 of 1976.

On the third issue, NLRC agreed with the POEA Administrator that the labor cases cannot be treated as a class suit for the simple reason that not all the complainants worked in Bahrain and therefore, the subject matter of the action, the claims arising from the Bahrain law, is not of common or general interest to all the complainants.

On the fourth issue, NLRC found at least three infractions of the cardinal rules of administrative due process: namely, (1) the failure of the POEA Administrator to consider the evidence presented by AIBC and BRII; (2) some findings of fact were not supported by substantial evidence; and (3) some of the evidence upon which the decision was based were not disclosed to AIBC and BRII during the hearing.

On the fifth issue, NLRC sustained the ruling of the POEA Administrator that BRII and AIBC are solidarily liable for the claims of the complainants and held that BRII was the actual employer of the complainants, or at the very least, the indirect employer, with AIBC as the labor contractor.

NLRC also held that jurisdiction over BRII was acquired by the POEA Administrator through the summons served on AIBC, its local agent.

On the sixth issue, NLRC held that the POEA Administrator was correct in denying the Motion to Declare AIBC in default.

On the seventh issue, which involved other money claims not based on the Amiri Decree No. 23, NLRC ruled:

- (1) that the POEA Administrator has no jurisdiction over the claims for refund of the SSS premiums and refund of withholding taxes and the claimants should file their claims for said refund with the appropriate government agencies;
- (2) the claimants failed to establish that they are entitled to the claims which are not based on the overseas employment contracts nor the Amiri Decree No. 23 of 1976;
- (3) that the POEA Administrator has no jurisdiction over claims for moral and exemplary damages and nonetheless, the basis for granting said damages was not established;
- (4) that the claims for salaries corresponding to the unexpired portion of their contract may be allowed if filed within the three-year prescriptive period;
- (5) that the allegation that complainants were prematurely repatriated prior to the expiration of their overseas contract was not established; and
- (6) that the POEA Administrator has no jurisdiction over the complaint for the suspension or cancellation of the AIBC's recruitment license and the cancellation of the accreditation of BRII.

NLRC passed sub silencio the last issue, the claim that POEA Case No. (L) 86-65-460 should have been dismissed on the ground that the claimants in said case were also claimants in POEA Case No. (L) 84-06-555. Instead of dismissing POEA Case No. (L) 86-65-460, the POEA just resolved the corresponding claims in POEA Case No. (L) 84-06-555. In other words, the POEA did not pass upon the same claims twice.

V

G.R. No. 104776

Claimants in G.R. No. 104776 based their petition for *certiorari* on the following grounds:

- (1) that they were deprived by NLRC and the POEA of their right to a speedy disposition of their cases as guaranteed by Section 16, Article III of the 1987 Constitution. The POEA Administrator allowed private respondents to file their answers in two years (on June 19, 1987) after the filing of the original complaint (on April 2, 1985) and NLRC, in total disregard of its own rules, affirmed the action of the POEA Administrator;
- (2) that NLRC and the POEA Administrator should have declared AIBC and BRII in default and should have rendered summary judgment on the basis of the pleadings and evidence submitted by claimants;
- (3) the NLRC and POEA Administrator erred in not holding that the labor cases filed by AIBC and BRII cannot be considered a class suit;
- (4) that the prescriptive period for the filing of the claims is ten years; and
- (5) that NLRC and the POEA Administrator should have dismissed POEA Case No. L-86-05-460, the case filed by Atty. Florante de Castro (Rollo, pp. 31-40).

AIBC and BRII, commenting on the petition in G.R. No. 104776, argued:

- (1) that they were not responsible for the delay in the disposition of the labor cases, considering the great difficulty of getting all the records of the more than 1,500 claimants, the piece-meal filing of the complaints and the addition of hundreds of new claimants by petitioners;
- (2) that considering the number of complaints and claimants, it was impossible to prepare the answers within the ten-day period provided in the NLRC Rules, that when the motion to declare AIBC in default was filed on July 19, 1987, said party had already filed its answer, and that considering the staggering amount of the claims (more than US\$50,000,000.00) and the complicated issues raised by the parties, the ten-day rule to answer was not fair and reasonable;
- (3) that the claimants failed to refute NLRC's finding that there was no common or general interest in the subject matter of the controversy — which was the applicability of the Amiri Decree No. 23. Likewise, the nature of the claims varied, some being based on salaries pertaining to the unexpired portion of the contracts while others being for pure money claims. Each claimant demanded separate claims peculiar only to himself and depending upon the particular circumstances obtaining in his case;
- (4) that the prescriptive period for filing the claims is that prescribed by Article 291 of the Labor Code of the Philippines (three years) and not the one prescribed by Article 1144 of the Civil Code of the Philippines (ten years); and
- (5) that they are not concerned with the issue of whether POEA Case No. L-86-05-460 should be dismissed, this being a private quarrel between the two labor lawyers (Rollo, pp. 292-305).

Attorney's Lien

On November 12, 1992, Atty. Gerardo A. del Mundo moved to strike out the joint manifestations and motions of AIBC and BRII dated September 2 and 11, 1992, claiming that all the claimants who entered into the compromise agreements subject of said manifestations and motions were his clients and that Atty. Florante M. de Castro had no right to represent them in said agreements. He also claimed that the claimants were paid less than the award given them by NLRC; that Atty. De Castro collected additional attorney's fees on top of the 25% which he was entitled to receive; and that the consent of the claimants to the compromise agreements and quitclaims were procured by fraud (G.R. No. 104776, Rollo, pp. 838-810). In the Resolution dated November 23, 1992, the Court denied the motion to strike out the Joint Manifestations and Motions dated September 2 and 11, 1992 (G.R. No. 104911-14, Rollo, pp. 608-609).

On December 14, 1992, Atty. Del Mundo filed a "Notice and Claim to Enforce Attorney's Lien," alleging that the claimants who entered into compromise agreements with AIBI and BRII with the assistance of Atty. De Castro, had all signed a retainer agreement with his law firm (G.R. No. 104776, Rollo, pp. 623-624; 838-1535).

Contempt of Court

On February 18, 1993, an omnibus motion was filed by Atty. Del Mundo to cite Atty. De Castro and Atty. Katz Tierra for contempt of court and for violation of Canons 1, 15 and 16 of the Code of Professional Responsibility. The said lawyers allegedly misled this Court, by making it appear that the claimants who entered into the compromise agreements were represented by Atty. De Castro, when in fact they were represented by Atty. Del Mundo (G.R. No. 104776, Rollo, pp. 1560-1614).

On September 23, 1994, Atty. Del Mundo reiterated his charges against Atty. De Castro for unethical practices and moved for the voiding of the quitclaims submitted by some of the claimants.

G.R. Nos. 104911-14

The claimants in G.R. Nos. 104911-14 based their petition for *certiorari* on the grounds that NLRC gravely abused its discretion when it: (1) applied the three-year prescriptive period under the Labor Code of the Philippines; and (2) it denied the claimant's formula based on an average overtime pay of three hours a day (Rollo, pp. 18-22).

The claimants argue that said method was proposed by BRII itself during the negotiation for an amicable settlement of their money claims in Bahrain as shown in the Memorandum dated April 16, 1983 of the Ministry of Labor of Bahrain (Rollo, pp. 21-22).

BRII and AIBC, in their Comment, reiterated their contention in G.R. No. 104776 that the prescriptive period in the Labor Code of the Philippines, a special law, prevails over that provided in the Civil Code of the Philippines, a general law.

As to the memorandum of the Ministry of Labor of Bahrain on the method of computing the overtime pay, BRII and AIBC claimed that they were not bound by what appeared therein, because such memorandum was proposed by a subordinate Bahrain official and there was no showing that it was approved by the Bahrain Minister of Labor. Likewise, they claimed that the averaging method was discussed in the course of the negotiation for the amicable settlement of the dispute and any offer made by a party therein could not be used as an admission by him (Rollo, pp. 228-236).

G.R. Nos. 105029-32

In G.R. Nos. 105029-32, BRII and AIBC claim that NLRC gravely abused its discretion when it: (1) enforced the provisions of the Amiri Decree No. 23 of 1976 and not the terms of the employment contracts; (2) granted claims for holiday, overtime and leave indemnity pay and other benefits, on evidence admitted in contravention of petitioner's constitutional right to due process; and (3) ordered the POEA Administrator to hold new hearings for the 683 claimants whose claims had been dismissed for lack of proof by the POEA Administrator or NLRC itself. Lastly, they allege that assuming

that the Amiri Decree No. 23 of 1976 was applicable, NLRC erred when it did not apply the one-year prescription provided in said law (Rollo, pp. 29-30).

VI

G.R. No. 104776
G.R. Nos. 104911-14
G.R. Nos. 105029-32

All the petitions raise the common issue of prescription although they disagreed as to the time that should be embraced within the prescriptive period.

To the POEA Administrator, the prescriptive period was ten years, applying Article 1144 of the Civil Code of the Philippines. NLRC believed otherwise, fixing the prescriptive period at three years as provided in Article 291 of the Labor Code of the Philippines.

The claimants in G.R. No. 104776 and G.R. Nos. 104911-14, invoking different grounds, insisted that NLRC erred in ruling that the prescriptive period applicable to the claims was three years, instead of ten years, as found by the POEA Administrator.

The Solicitor General expressed his personal view that the prescriptive period was one year as prescribed by the Amiri Decree No. 23 of 1976 but he deferred to the ruling of NLRC that Article 291 of the Labor Code of the Philippines was the operative law.

The POEA Administrator held the view that:

“These money claims (under Article 291 of the Labor Code) refer to those arising from the employer’s violation of the employee’s right as provided by the Labor Code.

In the instant case, what the respondents violated are not the rights of the workers as provided by the Labor Code, but the provisions of the Amiri Decree No. 23 issued in Bahrain, which ipso facto amended the worker’s contracts of employment. Respondents consciously failed to conform to these provisions

which specifically provide for the increase of the worker's rate. It was only after June 30, 1983, four months after the brown builders brought a suit against B & R in Bahrain for this same claim, when respondent AIBC's contracts have undergone amendments in Bahrain for the new hires/renewals (Respondent's Exhibit 7).

Hence, premises considered, the applicable law of prescription to this instant case is Article 1144 of the Civil Code of the Philippines, which provides:

'Art. 1144. The following actions may be brought within ten years from the time the cause of action accrues:

- (1) Upon a written contract;
- (2) Upon an obligation created by law;'

Thus, herein money claims of the complainants against the respondents shall prescribe in ten years from August 16, 1976. Inasmuch as all claims were filed within the ten-year prescriptive period, no claim suffered the infirmity of being prescribed" (G.R. No. 104776, Rollo, 89-90).

In overruling the POEA Administrator, and holding that the prescriptive period is three years as provided in Article 291 of the Labor Code of the Philippines, the NLRC argued as follows:

"The Labor Code provides that 'all money claims arising from employer-employee relations shall be filed within three years from the time the cause of action accrued; otherwise they shall be forever barred' (Art. 291, Labor Code, as amended). This three-year prescriptive period shall be the one applied here and which should be reckoned from the date of repatriation of each individual complainant, considering the fact that the case is having (sic) filed in this country. We do not agree with the POEA Administrator that this three-year prescriptive period applies only to money claims specifically recoverable under the Philippine Labor Code. Article 291 gives no such indication. Likewise, We can not consider complainants' cause/s of action

to have accrued from a violation of their employment contracts. There was no violation; the claims arise from the benefits of the law of the country where they worked. (G.R. No. 104776, Rollo, pp. 90-91).

Anent the applicability of the one-year prescriptive period as provided by the Amiri Decree No. 23 of 1976, NLRC opined that the applicability of said law was one of characterization, i.e., whether to characterize the foreign law on prescription or statute of limitation as “substantive” or “procedural.” NLRC cited the decision in *Bournias vs. Atlantic Maritime Company* (220 F. 2d. 152, 2d Cir. [1955], where the issue was the applicability of the Panama Labor Code in a case filed in the State of New York for claims arising from said Code. In said case, the claims would have prescribed under the Panamanian Law but not under the Statute of Limitations of New York. The U.S. Circuit Court of Appeals held that the Panamanian Law was procedural as it was not “specifically intended to be substantive,” hence, the prescriptive period provided in the law of the forum should apply. The Court observed:

“And where, as here, we are dealing with a statute of limitations of a foreign country, and it is not clear on the face of the statute that its purpose was to limit the enforceability, outside as well as within the foreign country concerned, of the substantive rights to which the statute pertains, we think that as a yardstick for determining whether that was the purpose this test is the most satisfactory one. It does not lead American courts into the necessity of examining into the unfamiliar peculiarities and refinements of different foreign legal systems.”

The court further noted:

X X X

“Applying that test here it appears to us that the libelant is entitled to succeed, for the respondents have failed to satisfy us that the Panamanian period of limitation in question was specifically aimed against the particular rights which the libelant seeks to enforce. The Panama Labor Code is a statute having broad objectives, viz: ‘The present Code regulates the

relations between capital and labor, placing them on a basis of social justice, so that, without injuring any of the parties, there may be guaranteed for labor the necessary conditions for a normal life and to capital an equitable return to its investment.’ In pursuance of these objectives the Code gives laborers various rights against their employers. Article 623 establishes the period of limitation for all such rights, except certain ones which are enumerated in Article 621. And there is nothing in the record to indicate that the Panamanian legislature gave special consideration to the impact of Article 623 upon the particular rights sought to be enforced here, as distinguished from the other rights to which that Article is also applicable. Were we confronted with the question of whether the limitation period of Article 621 (which carves out particular rights to be governed by a shorter limitation period) is to be regarded as ‘substantive’ or ‘procedural’ under the rule of ‘specificity’ we might have a different case; but here on the surface of things we appear to be dealing with a ‘broad,’ and not a ‘specific,’ statute of limitations” (G.R. No. 104776, Rollo, pp. 92-94).

Claimants in G.R. Nos. 104911-14 are of the view that Article 291 of the Labor Code of the Philippines, which was applied by NLRC, refers only to claims “arising from the employer’s violation of the employee’s right as provided by the Labor Code.” They assert that their claims are based on the violation of their employment contracts, as amended by the Amiri Decree No. 23 of 1976 and therefore the claims may be brought within ten years as provided by Article 1144 of the Civil Code of the Philippines (Rollo, G.R. Nos. 104911-14, pp. 18-21). To bolster their contention, they cite *PALEA vs. Philippine Airlines, Inc.*, 70 SCRA 244 (1976).

AIBC and BRII, insisting that the actions on the claims have prescribed under the Amiri Decree No. 23 of 1976, argue that there is in force in the Philippines a “borrowing law,” which is Section 48 of the Code of Civil Procedure and that where such kind of law exists, it takes precedence over the common-law conflicts rule (G.R. No. 104776, Rollo, pp. 45-46).

First to be determined is whether it is the Bahrain law on prescription of action based on the Amiri Decree No. 23 of 1976 or a Philippine law on prescription that shall be the governing law.

Article 156 of the Amiri Decree No. 23 of 1976 provides:

“A claim arising out of a contract of employment shall not be actionable after the lapse of one year from the date of the expiry of the contract” (G.R. Nos. 105029-31, Rollo, p. 226).

As a general rule, a foreign procedural law will not be applied in the forum. Procedural matters, such as service of process, joinder of actions, period and requisites for appeal, and so forth, are governed by the laws of the forum. This is true even if the action is based upon a foreign substantive law (Restatement of the Conflict of Laws, Sec. 685; Salonga, *Private International Law* 131 [1979]).

A law on prescription of actions is *sui generis* in Conflict of Laws in the sense that it may be viewed either as procedural or substantive, depending on the characterization given such a law.

Thus in *Bournias vs. Atlantic Maritime Company*, *supra*, the American court applied the statute of limitations of New York, instead of the Panamanian law, after finding that there was no showing that the Panamanian law on prescription was intended to be substantive. Being considered merely a procedural law even in Panama, it has to give way to the law of the forum on prescription of actions.

However, the characterization of a statute into a procedural or substantive law becomes irrelevant when the country of the forum has a “borrowing statute.” Said statute has the practical effect of treating the foreign statute of limitation as one of substance (Goodrich, *Conflict of Laws* 152-153 [1938]). A “borrowing statute” directs the state of the forum to apply the foreign statute of limitations to the pending claims based on a foreign law (Siegel, *Conflicts* 183 [1975]). While there are several kinds of “borrowing statutes,” one from provides that an action barred by the laws of the place where it accrued, will not be enforced in the forum even though the local statute has not run against it (Goodrich and Scoles, *Conflict*

of Laws 152-153 [1938]). Section 48 of our Code of Civil Procedure is of this kind. Said Section provides:

“If by the laws of the state or country where the cause of action arose, the action is barred, it is also barred in the Philippines Islands.”

Section 48 has not been repealed or amended by the Civil Code of the Philippines. Article 2270 of said Code repealed only those provisions of the Code of Civil Procedures as to which were inconsistent with it. There is no provision in the Civil Code of the Philippines, which is inconsistent with or contradictory to Section 48 of the Code of Civil Procedure (Paras, Philippine Conflict of Laws 104 [7th ed.]).

In the light of the 1987 Constitution, however, Section 48 cannot be enforced *ex proprio vigore* insofar as it ordains the application in this jurisdiction of Section 156 of the Amiri Decree No. 23 of 1976.

The courts of the forum will not enforce any foreign claim obnoxious to the forum's public policy (Canadian Northern Railway Co. vs. Eggen, 252 U.S. 553, 40 S. Ct. 402, 64 L. ed. 713 [1920]). To enforce the one-year prescriptive period of the Amiri Decree No. 23 of 1976 as regards the claims in question would contravene the public policy on the protection to labor.

In the Declaration of Principles and State Policies, the 1987 Constitution emphasized that:

“The state shall promote social justice in all phases of national development” (Sec. 10).

“The state affirms labor as a primary social economic force. It shall protect the rights of workers and promote their welfare” (Sec. 18).

In article XIII on Social Justice and Human Rights, the 1987 Constitution provides:

“Sec. 3. The State shall afford full protection to labor, local and overseas, organized and unorganized, and promote full employment and equality of employment opportunities for all.”

Having determined that the applicable law on prescription is the Philippine law, the next question is whether the prescriptive period governing the filing of the claims is three years, as provided by the Labor Code or ten years, as provided by the Civil Code of the Philippines.

The claimants are of the view that the applicable provision is Article 1144 of the Civil Code of the Philippines, which provides:

“The following actions must be brought within ten years from the right of action accrues:

- (1) Upon a written contract;
- (2) Upon an obligation created by law;
- (3) Upon a judgment.”

NLRC, on the other hand, believes that the applicable provision is Article 291 of the Labor Code of the Philippines, which in pertinent part provides:

“Money claims-all money claims arising from employer-employee relations accruing during the effectivity of this Code shall be filed within three (3) years from the time the cause of action accrued, otherwise they shall be forever barred.

x x x”

The case of Philippine Air Lines Employees Association vs. Philippine Air Lines, Inc., 70 SCRA (1976) invoked by the claimants in G.R. Nos. 104911-14 is inapplicable to the cases at bench (Rollo, p. 21). The said case involved the correct computation of overtime pay as provided in the collective bargaining agreements and not the Eight-Hour Labor Law.

As noted by the Court: “That is precisely why petitioners did not make any reference as to the computation for overtime work under the Eight-Hour Labor Law (Secs. 3 and 4, CA No. 494) and instead insisted that work computation provided in the collective bargaining agreements between the parties be observed. Since the claim for pay differentials is primarily anchored on the written contracts between the litigants, the ten-year prescriptive period provided by Art. 1144(1) of the New Civil Code should govern.”

Section 7-a of the Eight-Hour Labor Law (CA No. 444 as amended by R.A. No. 19933) provides:

“Any action to enforce any cause of action under this Act shall be commenced within three years after the cause of action accrued otherwise such action shall be forever barred.”

The court further explained:

“The three-year prescriptive period fixed in the Eight-Hour Labor Law (CA No. 444 as amended) will apply, if the claim for differentials for overtime work is solely based on said law, and not on a collective bargaining agreement or any other contract. In the instant case, the claim for overtime compensation is not so much because of Commonwealth Act No. 444, as amended but because the claim is demandable right of the employees, by reason of the above-mentioned collective bargaining agreement.”

Section 7-a of the Eight-Hour Labor Law provides the prescriptive period for filing “actions to enforce any cause of action under said law.” On the other hand, Article 291 of the Labor Code of the Philippines provides the prescriptive period for filing “money claims arising from employer-employee relations.” The claim is the cases at bench all arose from the employer-employee relations, which is broader in scope than claims arising from a specific law or from the collective bargaining agreement.

The contention of the POEA Administrator, that the three-year prescriptive period under Article 291 of the Labor Code of the Philippines applies only to money claims specifically recoverable

under said Code does not find support in the plain language of the provision. Neither is the contention of the claimants in G.R. No. 104911-14 that said Article refers only to claims “arising from the employer’s violation of the employee’s right,” as provided by the Labor Code supported by the facial reading of the provision.

VII

G.R. No. 104776

A. As the first two grounds for the petition in G.R. No. 104776, claimants aver: (1) that while their complaints were filed on June 6, 1984 with POEA, the case was decided only on January 30, 1989, a clear denial of their right to a speedy disposition of the case; and (2) that NLRC and the POEA Administrator should have declared AIBC and BRII in default (Rollo, pp. 31-35).

Claimants invoke a new provision incorporated in the 1987 Constitution, which provides:

“Sec. 16. All persons shall have the right to a speedy disposition of their cases before all judicial, quasi-judicial, or administrative bodies.”

It is true that the constitutional right to “a speedy disposition of cases” is not limited to the accused in criminal proceedings but extends to all parties in all cases, including civil and administrative cases, and in all proceedings, including judicial and quasi-judicial hearings. Hence, under the Constitution, any party to a case may demand expeditious action on all officials who are tasked with the administration of justice.

However, as held in *Caballero vs. Alfonso, Jr.*, 153 SCRA 153 (1987), “speedy disposition of cases” is a relative term. Just like the constitutional guarantee of “speedy trial” accorded to the accused in all criminal proceedings, “speedy disposition of cases” is a flexible concept. It is consistent with delays and depends upon the circumstances of each case. What the Constitution prohibits are unreasonable, arbitrary and oppressive delays which render rights nugatory.

Caballero laid down the factors that may be taken into consideration in determining whether or not the right to a “speedy disposition of cases” has been violated, thus:

“In the determination of whether or not the right to a “speedy trial” has been violated, certain factors may be considered and balanced against each other. These are length of delay, reason for the delay, assertion of the right or failure to assert it, and prejudice caused by the delay. The same factors may also be considered in answering judicial inquiry whether or not a person officially charged with the administration of justice has violated the speedy disposition of cases.”

Likewise, in *Gonzales vs. Sandiganbayan*, 199 SCRA 298, (1991), we held:

“It must be here emphasized that the right to a speedy disposition of a case, like the right to speedy trial, is deemed violated only when the proceeding is attended by vexatious, capricious, and oppressive delays; or when unjustified postponements of the trial are asked for and secured, or when without cause or justified motive a long period of time is allowed to elapse without the party having his case tried.”

Since July 25, 1984 or a month after AIBC and BRII were served with a copy of the amended complaint, claimants had been asking that AIBC and BRII be declared in default for failure to file their answers within the ten-day period provided in Section 1, Rule III of Book VI of the Rules and Regulations of the POEA. At that time, there was a pending motion of AIBC and BRII to strike out of the records the amended complaint and the “Compliance” of claimants to the order of the POEA, requiring them to submit a bill of particulars.

The cases at bench are not of the run-of-the-mill variety, such that their final disposition in the administrative level after seven years from their inception, cannot be said to be attended by unreasonable, arbitrary and oppressive delays as to violate the constitutional rights to a speedy disposition of the cases of complainants.

The amended complaint filed on June 6, 1984 involved a total of 1,767 claimants. Said complaint had undergone several amendments, the first being on April 3, 1985.

The claimants were hired on various dates from 1975 to 1983. They were deployed in different areas, one group in and the other groups outside of, Bahrain. The monetary claims totalling more than US\$65 million according to Atty. Del Mundo, included:

- “1. Unexpired portion of contract;
2. Interest earnings of Travel and Fund;
3. Retirement and Savings Plan benefit;
4. War Zone bonus or premium pay of at least 100% of basic pay;
5. Area Differential pay;
6. Accrued Interest of all the unpaid benefits;
7. Salary differential pay;
8. Wage Differential pay;
9. Refund of SSS premiums not remitted to Social Security System;
10. Refund of Withholding Tax not remitted to Bureau of Internal Revenue (B.I.R.);
11. Fringe Benefits under Brown & Root’s “A Summary of Employees Benefits consisting of 43 pages (Annex “Q” of Amended Complaint);
12. Moral and Exemplary Damages;
13. Attorney’s fees of at least ten percent of amounts;

14. Other reliefs, like suspending and/or cancelling the license to recruit of AIBC and issued by the POEA; and
15. Penalty for violation of Article 34 (Prohibited practices) not excluding reportorial requirements thereof” (NLRC Resolution, September 2, 1991, pp. 18-19; G.R. No. 104776, Rollo, pp. 73-74).

Inasmuch as the complaint did not allege with sufficient definiteness and clarity of some facts, the claimants were ordered to comply with the motion of AIBC for a bill of particulars. When claimants filed their “Compliance and Manifestation,” AIBC moved to strike out the complaint from the records for failure of claimants to submit a proper bill of particulars. While the POEA Administrator denied the motion to strike out the complaint, he ordered the claimants “to correct the deficiencies” pointed out by AIBC.

Before an intelligent answer could be filed in response to the complaint, the records of employment of the more than 1,700 claimants had to be retrieved from various countries in the Middle East. Some of the records dated as far back as 1975.

The hearings on the merits of the claims before the POEA Administrator were interrupted several times by the various appeals, first to NLRC and then to the Supreme Court.

Aside from the inclusion of additional claimants, two new cases were filed against AIBC and BRII on October 10, 1985 (POEA Cases No. L-85-10-777 and L-85-10-779). Another complaint was filed on May 29, 1986 (POEA Case No. L-86-05-460). NLRC, in exasperation, noted that the exact number of claimants had never been completely established (Resolution, Sept. 2, 1991, G.R. No. 104776, Rollo, p. 57). All the three new cases were consolidated with POEA Case No. L-84-06-555.

NLRC blamed the parties and their lawyers for the delay in terminating the proceedings, thus:

“These cases could have been spared the long and arduous route towards resolution had the parties and their counsel been more

interested in pursuing the truth and the merits of the claims rather than exhibiting a fanatical reliance on technicalities. Parties and counsel have made these cases a litigation of emotion. The intransigence of parties and counsel is remarkable. As late as last month, this Commission made a last and final attempt to bring the counsel of all the parties (this Commission issued a special order directing respondent Brown & Root's resident agent/s to appear) to come to a more conciliatory stance. Even this failed" (Rollo, p. 58).

The squabble between the lawyers of claimants added to the delay in the disposition of the cases, to the lament of NLRC, which complained:

"It is very evident from the records that the protagonists in these consolidated cases appear to be not only the individual complainants, on the one hand, and AIBC and Brown & Root, on the other hand. The two lawyers for the complainants, Atty. Gerardo Del Mundo and Atty. Florante De Castro, have yet to settle the right of representation, each one persistently claiming to appear in behalf of most of the complainants. As a result, there are two appeals by the complainants. Attempts by this Commission to resolve counsels' conflicting claims of their respective authority to represent the complainants prove futile. The bickerings by these two counsels are reflected in their pleadings. In the charges and countercharges of falsification of documents and signatures, and in the disbarment proceedings by one against the other. All these have, to a large extent, abetted in confounding the issues raised in these cases, jumble the presentation of evidence, and even derailed the prospects of an amicable settlement. It would not be far-fetched to imagine that both counsel, unwittingly, perhaps, painted a rainbow for the complainants, with the proverbial pot of gold at its end containing more than US\$100 million, the aggregate of the claims in these cases. It is, likewise, not improbable that their misplaced zeal and exuberance caused them to throw all caution to the wind in the matter of elementary rules of procedure and evidence" (Rollo, pp. 58-59).

Adding to the confusion in the proceedings before NLRC, is the listing of some of the complainants in both petitions filed by the two lawyers. As noted by NLRC, “the problem created by this situation is that if one of the two petitions is dismissed, then the parties and the public respondents would not know which claim of which petitioner was dismissed and which was not.”

B. Claimants insist that all their claims could properly be consolidated in a “class suit” because “all the name complainants have similar money claims and similar rights sought irrespective of whether they worked in Bahrain, United Arab Emirates or in Abu Dhabi, Libya or in any part of the Middle East” (Rollo, pp. 35-38).

A class suit is proper where the subject matter of the controversy is one of common or general interest to many and the parties are so numerous that it is impracticable to bring them all before the court (Revised Rules of Court, Rule 3, Sec. 12).

While all the claims are for benefits granted under the Bahrain Law, many of the claimants worked outside Bahrain. Some of the claimants were deployed in Indonesia and Malaysia under different terms and conditions of employment.

NLRC and the POEA Administrator are correct in their stance that inasmuch as the first requirement of a class suit is not present (common or general interest based on the Amiri Decree of the State of Bahrain), it is only logical that only those who worked in Bahrain shall be entitled to file their claims in a class suit.

While there are common defendants (AIBC and BRII) and the nature of the claims is the same (for employee’s benefits), there is no common question of law or fact. While some claims are based on the Amiri Law of Bahrain, many of the claimants never worked in that country, but were deployed elsewhere. Thus, each claimant is interested only in his own demand and not in the claims of the other employees of defendants. The named claimants have a special or particular interest in specific benefits completely different from the benefits in which the other named claimants and those included as members of a “class” are claiming (*Berses vs. Villanueva*, 25 Phil. 473 [1913]). It appears that each claimant is only interested in collecting

his own claims. A claimants has no concern in protecting the interests of the other claimants as shown by the fact, that hundreds of them have abandoned their co-claimants and have entered into separate compromise settlements of their respective claims. A principle basic to the concept of “class suit” is that plaintiffs brought on the record must fairly represent and protect the interests of the others (Dimayuga vs. Court of Industrial Relations, 101 Phil. 590 [1957]). For this matter, the claimants who worked in Bahrain can not be allowed to sue in a class suit in a judicial proceeding. The most that can be accorded to them under the Rules of Court is to be allowed to join as plaintiffs in one complaint (Revised Rules of Court, Rule 3, Sec. 6).

The Court is extra-cautious in allowing class suits because they are the exceptions to the condition sine qua non, requiring the joinder of all indispensable parties.

In an improperly instituted class suit, there would be no problem if the decision secured is favorable to the plaintiffs. The problem arises when the decision is adverse to them, in which case the others who were impleaded by their self-appointed representatives, would surely claim denial of due process.

C. The claimants in G.R. No. 104776 also urged that the POEA Administrator and NLRC should have declared Atty. Florante De Castro guilty of “forum shopping, ambulance chasing activities, falsification, duplicity and other unprofessional activities” and his appearances as counsel for some of the claimants as illegal (Rollo, pp. 38-40).

The Anti-Forum shopping Rule (Revised Circular No. 28-91) is intended to put a stop to the practice of some parties of filing multiple petitions and complaints involving the same issues, with the result that the courts or agencies have to resolve the same issues. Said Rule however, applies only to petitions filed with the Supreme Court and the Court of Appeals. It is entitled “Additional Requirements For Petitions Filed with the Supreme Court and the Court of Appeals To Prevent Forum Shopping or Multiple Filing of Petitioners and Complainants.” The first sentence of the circular expressly states that

said circular applies to and governs the filing of petitions in the Supreme Court and the Court of Appeals.

While Administrative Circular No. 04-94 extended the application of the anti-forum shopping rule to the lower courts and administrative agencies, said circular took effect only on April 1, 1994.

POEA and NLRC could not have entertained the complaint for unethical conduct against Atty. De Castro because NLRC and POEA have no jurisdiction to investigate charges of unethical conduct of lawyers.

Attorney's Lien

The "Notice and Claim to Enforce Attorney's Lien" dated December 14, 1992 was filed by Atty. Gerardo A. Del Mundo to protect his claim for attorney's fees for legal services rendered in favor of the claimants (G.R. No. 104776, Rollo, pp. 838-810; 1525).

A statement of a claim for a charging lien shall be filed with the court or administrative agency which renders and executes the money judgment secured by the lawyer for his clients. The lawyer shall cause written notice thereof to be delivered to his clients and to the adverse party (Revised Rules of court, Rule 138, Sec. 37). The statement of the claim for the charging lien of Atty. Del Mundo should have been filed with the administrative agency that rendered and executed the judgment.

Contempt of Court

The complaint of Atty. Gerardo A. Del Mundo to cite Atty. Florante De Castro and Atty. Katz Tierra for violation of the Code of Professional Responsibility should be filed in a separate and appropriate proceeding.

G.R. No. 104911-14

Claimants charge NLRC with grave abuse of discretion in not accepting their formula of "Three Hours Average Daily Overtime" in computing the overtime payments. They claim that it was BRII itself

which proposed the formula during the negotiations for the settlement of their claims in Bahrain and therefore it is in estoppel to disclaim said offer (Rollo, pp. 21-22).

Claimants presented a Memorandum of the Ministry of Labor of Bahrain dated April 16, 1983, which in pertinent part states:

“After the perusal of the memorandum of the Vice President and the Area Manager, Middle East, of Brown & Root Co. and the Summary of the compensation offered by the Company to the employees in respect of the difference of pay of the wages of the overtime and the difference of vacation leave and the perusal of the documents attached thereto i.e., minutes of the meetings between the Representative of the employees and the management of the Company, the complaint filed by the employees on 14/2/83 where they have claimed as hereinabove stated, sample of the Service Contract executed between one of the employees and the company through its agent in (sic) Philippines, Asia International Builders Corporation where it has been provided for 48 hours of work per week and annual leave of 12 days and an overtime wage of 1 & 1/4 of the normal hourly wage.

X X X

The Company in its computation reached the following averages:

- A. 1. The average duration of the actual service of the employee is 35 months for the Philippino (sic) employees.
2. The average wage per hour for the Philippino (sic) employee is US\$2.69.
3. The average hours for the overtime is 3 hours plus in all public holidays and weekends.
4. Payment of US\$8.72 per months (sic) of service as compensation for the difference of the wages of the overtime done for each Philippino (sic) employee. (Rollo, p.22).

BRII and AIBC countered: (1) that the Memorandum was not prepared by them but by a subordinate official in the Bahrain Department of Labor; (2) that there was no showing that the Bahrain Minister of Labor had approved said memorandum; and (3) that the offer was made in the course of the negotiation for an amicable settlement of the claims and therefore it was not admissible in evidence to prove that anything is due to the claimants.

While said document was presented to the POEA without observing the rule on presenting official documents of a foreign government as provided in Section 24, Rule 132 of the 1989 Revised Rules on Evidence, it can be admitted in evidence in proceedings before an administrative body. The opposing parties have a copy of the said memorandum, and they could easily verify its authenticity and accuracy.

The admissibility of the offer of compromise made by BRII as contained in the memorandum is another matter. Under Section 27, Rule 130 of the 1989 Revised Rules on Evidence, an offer to settle a claim is not an admission that anything is due.

Said Rule provides:

“Offer of compromise not admissible. — In civil cases, an offer of compromise is not an admission of any liability, and is not admissible in evidence against the offeror.”

This Rule is not only a rule of procedure to avoid the cluttering of the record with unwanted evidence but a statement of public policy. There is great public interest in having the protagonists settle their differences amicable before those ripen into litigation. Every effort must be taken to encourage them to arrive at a settlement. The submission of offers and counter-offers in the negotiation table is a step in the right direction. But to bind a party to his offers, as what claimants would make this Court do, would defeat the salutary purpose of the Rule.

G.R. Nos. 105029-32

A. NLRC applied the Amiri Decree No. 23 of 1976, which provides for greater benefits than those stipulated in the overseas-employment contracts of the claimants. It was of the belief that “where the laws of the host country are more favorable and beneficial to the workers, then the laws of the host country shall form part of the overseas employment contract.” It quoted with approval the observation of the POEA Administrator that “in labor proceedings, all doubts in the implementation of the provisions of the Labor Code and its implementing regulations shall be resolved in favor of labor” (Rollo, pp. 90-94).

AIBC and BRII claim that NLRC acted capriciously and whimsically when it refused to enforce the overseas-employment contracts, which became the law of the parties. They contend that the principle that a law is deemed to be a part of a contract applies only to provisions of Philippine law in relation to contracts executed in the Philippines.

The overseas-employment contracts, which were prepared by AIBC and BRII themselves, provided that the laws of the host country became applicable to said contracts if they offer terms and conditions more favorable than those stipulated therein. It was stipulated in said contracts that:

“The Employee agrees that while in the employ of the Employer, he will not engage in any other business or occupation, nor seek employment with anyone other than the Employer; that he shall devote his entire time and attention and his best energies, and abilities to the performance of such duties as may be assigned to him by the Employer; that he shall at all times be subject to the direction and control of the employer; and that the benefits provided to Employee hereunder are substituted for and in lieu of all other benefits provided by any applicable law, provided of course, that total remuneration and benefits do not fall below that of the host country regulation or custom, it being understood that should applicable laws establish that fringe benefits, or other such benefits additional to the compensation herein agreed cannot be waived, Employee agrees that such compensation will be adjusted downward so that the total compensation hereunder, plus the non-waivable benefits shall

be equivalent to the compensation herein agreed” (Rollo, pp. 352-353).

The overseas-employment contracts could have been drafted more felicitously. While a part thereof provides that the compensation to the employee may be “adjusted downward so that the total computation (thereunder) plus the non-waivable benefits shall be equivalent to the compensation” therein agreed, another part of the same provision categorically states “that total remuneration and benefits do not fall below that of the host country regulation and custom.”

Any ambiguity in the overseas-employment contracts should be interpreted against AIBC and BRII, the parties that drafted it (Eastern Shipping Lines, Inc. vs. Margarine-Verkaufs-Union, 93 SCRA 257 [1979]).

Article 1377 of the Civil Code of the Philippines provides:

“The interpretation of obscure words or stipulations in a contract shall not favor the party who caused the obscurity.”

Said rule of interpretation is applicable to contracts of adhesion where there is already a prepared form containing the stipulations of the employment contract and the employees merely “take it or leave it.” The presumption is that there was an imposition by one party against the other and that the employees signed the contracts out of necessity that reduced their bargaining power (Fieldmen’s Insurance Co., Inc. vs. Songco, 25 SCRA 70 [1968]).

Applying the said legal precepts, we read the overseas-employment contracts in question as adopting the provisions of the Amiri Decree No. 23 of 1976 as part and parcel thereof.

The parties to a contract may select the law by which it is to be governed (Cheshire, Private International Law, 187 [7th ed]). In such a case, the foreign law is adopted as a “system” to regulate the relations of the parties, including questions of their capacity to enter into the contract, the formalities to be observed by them, matters of performance, and so forth (16 Am Jur 2d, 150-161).

Instead of adopting the entire mass of the foreign law, the parties may just agree that specific provisions of a foreign statute shall be deemed incorporated into their contract “as a set of terms.” By such reference to the provisions of the foreign law, the contract does not become a foreign contract to be governed by the foreign law. The said law does not operate as a statute but as a set of contractual terms deemed written in the contract (Anton, *Private International Law* 197 [1967]; Dicey and Morris, *The Conflict of Laws* 702-703, [8th ed.]).

A basic policy of contract is to protect the expectation of the parties (Reese, *Choice of Law in Torts and Contracts*, 16 *Columbia Journal of Transnational Law* 1, 21 [1977]). Such party expectation is protected by giving effect to the parties’ own choice of the applicable law (*Fricke vs. Isbrandtsen Co. Inc.*, 151 F. Supp. 465, 467 [1957]). The choice of law must, however, bear some relationship to the parties or their transaction (Scoles and Hayes, *conflict of Law* 644-647 [1982]). there is no question that the contracts sought to be enforced by claimants have a direct connection with the Bahrain law because the services were rendered in that country.

In *Norse Management Co. (PTE) vs. National Seamen Board*, 117 SCRA 486 (1982), the “Employment Agreement,” between Norse Management co. and the late husband of the private respondent, expressly provided that in the event of illness or injury to the employee arising out of and in the course of his employment and not due to his own misconduct, “compensation shall be paid to employee in accordance with and subject to the limitation of the Workmen’s Compensation Act of the Republic of the Philippines or the Worker’s Insurance Act of registry of the vessel, whichever is greater.” Since the laws of Singapore, the place of registry of the vessel in which the late husband of private respondent served at the time of his death, granted a better compensation package, we applied said foreign law in preference to the terms of the contract.

The case of *Bagong Filipinas Overseas Corporation vs. National Labor Relations Commission*, 135 SCRA 278 (1985), relied upon by AIBC and BRII is inapposite to the facts of the cases at bench. The issue in that case was whether the amount of the death compensation of a Filipino seaman should be determined under the shipboard

employment contract executed in the Philippines or the Hongkong law. Holding that the shipboard employment contract was controlling, the court differentiated said case from Norse Management Co. in that in the latter case there was an express stipulation in the employment contract that the foreign law would be applicable if it afforded greater compensation.

B. AIBC and BRII claim that they were denied by NLRC of their right to due process when said administrative agency granted Friday-pay differential, holiday-pay differential, annual-leave differential and leave indemnity pay to the claimants listed in Annex B of the Resolution. At first, NLRC reversed the resolution of the POEA Administrator granting these benefits on a finding that the POEA Administrator failed to consider the evidence presented by AIBC and BRII, that some findings of fact of the POEA Administrator were not supported by the evidence, and that some of the evidence were not disclosed to AIBC and BRII (Rollo, pp. 35-36; 106-107). But instead of remanding the case to the POEA Administrator for a new hearing, which means further delay in the termination of the case, NLRC decided to pass upon the validity of the claims itself. It is this procedure that AIBC and BRII complain of as being irregular and a “reversible error.”

They pointed out that NLRC took into consideration evidence submitted on appeal, the same evidence which NLRC found to have been “unilaterally submitted by the claimants and not disclosed to the adverse parties” (Rollo, pp. 37-39).

NLRC noted that so many pieces of evidentiary matters were submitted to the POEA administrator by the claimants after the cases were deemed submitted for resolution and which were taken cognizance of by the POEA Administrator in resolving the cases. While AIBC and BRII had no opportunity to refute said evidence of the claimants before the POEA Administrator, they had all the opportunity to rebut said evidence and to present their counter-evidence before NLRC. As a matter of fact, AIBC and BRII themselves were able to present before NLRC additional evidence which they failed to present before the POEA Administrator.

Under Article 221 of the Labor Code of the Philippines, NLRC is enjoined to “use every and all reasonable means to ascertain the facts in each case speedily and objectively and without regard to technicalities of law or procedure, all in the interest of due process.”

In deciding to resolve the validity of certain claims on the basis of the evidence of both parties submitted before the POEA Administrator and NLRC, the latter considered that it was not expedient to remand the cases to the POEA Administrator for that would only prolong the already protracted legal controversies.

Even the Supreme Court has decided appealed cases on the merits instead of remanding them to the trial court for the reception of evidence, where the same can be readily determined from the uncontroverted facts on record (*Development Bank of the Philippines vs. Intermediate Appellate Court*, 190 SCRA 653 [1990]; *Pagdonsalan vs. National Labor Relations Commission*, 127 SCRA 463 [1984]).

C. AIBC and BRII charge NLRC with grave abuse of discretion when it ordered the POEA Administrator to hold new hearings for 683 claimants listed in Annex D of the Resolution dated September 2, 1991 whose claims had been denied by the POEA Administrator “for lack of proof” and for 69 claimants listed in Annex E of the same Resolution, whose claims had been found by NLRC itself as not “supported by evidence” (Rollo, pp. 41-45).

NLRC based its ruling on Article 218 (c) of the Labor Code of the Philippines, which empowers it “[to] conduct investigation for the determination of a question, matter or controversy, within its jurisdiction.”

It is the posture of AIBC and BRII that NLRC has no authority under Article 218(c) to remand a case involving claims which had already been dismissed because such provision contemplates only situations where there is still a question or controversy to be resolved (Rollo, pp. 41-42).

A principle well embedded in Administrative Law is that the technical rules of procedure and evidence do not apply to the proceedings conducted by administrative agencies (*First Asian Transport &*

Shipping Agency Inc vs. Ople, 142 SCRA 542 [1986]; Asiaworld Publishing House, Inc. vs. Ople, 152 SCRA 219 [1987]). This principle is enshrined in Article 221 of the Labor Code of the Philippines and is now the bedrock of proceedings before NLRC.

Notwithstanding the non-applicability of technical rules of procedure and evidence in administrative proceedings, there are cardinal rules which must be observed by the hearing officers in order to comply with the due process requirements of the Constitution. These cardinal rules are collated in *Ang Tibay vs. Court of Industrial Relations*, 69 Phil. 635 (1940).

The three petitions were filed under Rule 65 of the Revised Rules of Court on the grounds that NLRC had committed grave abuse of discretion amounting to lack of jurisdiction in issuing the questioned orders. We find no such abuse of discretion.

WHEREFORE, all the three petitions are **DISMISSED**.

SO ORDERED.

Padilla, Davide, Jr., Bellosillo and Kapunan, JJ., concur.

ANNEX – “A”

LIST OF CLAIMANTS WHO SIGNED QUITCLAIMS

Bienvenido Cadalin	Ardon Ello
Antonio Acupan	Josefino R. Enano
Benjamin Alexandre	Rolando E. Espiritu
Wilfredo Aligada	Patricio L. Garcia Jr.
Robert Batica	Felino M. Jocson
Enrico Belen	Eduardo Kolimlim
Guillermo Cabeza	Emmanuel C. Labella
Rodolfo Cagatan	Ernesto S. Lising
Francisco De Guzman	Edilberto G. Magat
Ignacio De Vera	Victoriano L. Matilla
Ernesto De la Cruz	Renato V. Morada
Reynaldo Dizon	Ildefonso c. Muñoz
Ricardo Ebrada	Herbert G. Ng

Antonio Ejercito
Eduardo Espiritu
Ernesto Espiritu
Rodolfo Espiritu
Oligario Francisco
Antonio Jocson
Alejandro Olorino
Efren Lirio
Noel Martinez
Francis Mediodia
Luciano Melendez
Reymundo Milay
Jose Pancho
Modesto Pin Pin
Gaudencio Retana
Rodelio Rieta, Jr.
Jose Robleza
Nemeriano San Mateo
Juanito Santos
Paquito Solanto
Conrado Solis, Jr.
Menandro Temprosa
Maximiano Torres
Francisco Trias
Delfin Victoria
Gilbert Victoria
Domingo Villahermosa
Rogelio Villanueva
Jose M. Aban
Amorsolo S. Ananding
Alfredo S. Balogo
Ramon T. Barboza
Felix M. Bobier
Jose H. Castillo
Emmanuel H. Castillo
Remar R. Castrojerez
Romeo O. Cecilio
Bayani M. Dayrit
Felizardo S. Delos Santos
Nestor N. Estava

Reynaldo Oczon
Romeo Oriol
Ricardo Paguio
Emilio Pakingan
Ernesto Pangan
Albert L. Quinto
Romulo M. Reyes
Leonilo Tiposo
Manual P. Villanueva
Arnaldo J. Alonzo
Pastor M. Aquino
Ramon Castro
Graciano Isla
Renato Matilla
Ricardo B. Morada
Pacifico D. Navarro
Eugenio A. Remonquillo
Felix Barcena
Eliseo Fajardo
Sergio S. Santiago
Antonio R. Rodriquez
Luis Val B. Ronquillo
Teodorico C. Del Rosario
Joselito C. Solante
Ricardo C. Dayrit
Antonio P. Hilario
Edgardo O. Salonga
Dante C. Aceres
Reynaldo S. Acojido
Esidro M. Aquino
Rosendo M. Aquino
Rodolfo D. Arevalo
Rexy De Leon Ascuncion
Basilio Buenaventura
Alexander Bustamante
Virgilio V. Butiong, Jr.
Delfin Caballero
Danilo M. Castro
Francisco O. Corvera
Edgardo N. Dayacap

Rolando M. Garcia
Angel D. Guda
Henry L. Jacob
Dante A. Matreo
Renato S. Melo
Resurrecion D. Nazareno
Jaime C. Pollos
Domingo Pondales
Eugenio Ramirez
Lucien M. Respall
Alvin C. Reyes
Rizalina R. Reyes
Quirino Ronquillo
Avelino M. Roque
Pedro L. Salgatar
Rodolfo T. Sultan
Benedicto E. Torres
Sergio A. Ursolino
Rogelio R. Valdez
Dionisio Bobongo
Crisenciano Miranda
Ildefonso C. Molina
Gorgonio C. Parala
Virgilio Ricaza
Palconeri D. Banaag
Bayani S. Bracamante
Onofre De Rama
Jose C. Melanes
Romeo I. Patag
Valerio A. Evangelista
Gilbert E. Ebrada
Juanito P. Villarino
Aristeo M. Bicol
Quiterio R. Agudo
Marianito J. Alcantara
Jose Arevalo
Ramon A. Arevalo
Jesus Baya
Guillermo Buenconsejo
Teresito A. Constantino

Napoleon S. De Luna
Benjamin E. Doza
Renato A. Eduarte
Clyde C. Estuye
Buenaventura M. Francisco
Rogelio D. Guanio
Arnel L. Jacob
Renato S. Lising
Wilfredo S. Lising
Rogelio S. Lopena
Bernardito G. Loreja
Ignacio E. Muñoz
Romeo C. Quintos
Willafredo Dayrit Raymundo
Virgilio L. Rosario
Joselito Santiago
Ernesto G. Sta. Maria
Gavino U. Tuazon
Elito S. Villanueva
Lamberto Q. Alcantara
Arturo P. Apilado
Turiano V. Concepcion
Domingo V. Dela Cruz
Eduardo R. Enguancho
Melanio R. Esteron
Santiago N. Galoso
Joveniano Hilado
Eduardo Hipolito
Romero M. Javier
Valentino S. Jocson
Jose B. Lacson
Armando M. Magsino
Avelino O. Nuqui
Delmar F. Pineda
Federico T. Quiman
Alberto M. Redaza
Renoza Ronquillo
Rodolfo Ronquillo
Antonio T. Valderama
Ramon Valderama

Eduardo A. Diaz
Emigdio Abarquez
Herbert Ayo
Mario Bataclan
Ricardo Ordoñez
Bernardino Robillos
Francisco Villaflores
Angel Villarba
Honesto Jardiniano
Juan Y. Olindo
Hernani T. Victoriano
Ubed B. Ello, Sr.
Ernesto V. Macaraig
Espiritu A. Muñoz, Sr.
Rodrigo E. Ocampo
Rodolfo V. Ramirez
Ceferino Batitis
Augusto R. Bondoc
Jaime C. Catli
Gerardo B. Limuaco, Jr.
Macario S. Magsino
Domingo B. Solano
Ricardo De Rama
Arturo V. Araullo

Benigno N. Melendez
Claudio A. Modesto
Solomon Reyes
Isaias Talactac
William G. Taruc
Oscar C. Calderon
Pacifico P. Campano
Eulalio G. Arguelles
Ben G. Belir
Cornelio L. Castillo
Valeriano B. Francisco
Jaime L. Relosa
Alex Q. Villahermosa
Vivencio V. Abello, Jr.
Renato C. Corcuera
Emiliano B. Dela Cruz, Jr.
Esteban B. Jose, Jr.
Ricardo B. Martinez
Bienvenido Vergara
Pedro G. Cagatan
Francisco Apolinario
Miguel Abestano
Prudencio Araullo