

## FIRST DIVISION

[ G.R. NO. 149285, August 30, 2006 ]

**GODOFREDO MORALES, PETITIONER, VS. SKILLS INTERNATIONAL COMPANY AND/OR MAHER DAAS AND MARIVIC DAAS AND/OR WALLAN AL WALLAN, RESPONDENTS.**

### D E C I S I O N

**CHICO-NAZARIO, J.:**

Before this Court is a Petition for Review on *Certiorari* assailing the Court of Appeals' Decision<sup>[1]</sup> dated 28 November 2000 in CA-G.R. SP No. 58795. The Court of Appeals' Decision dismissed petitioner's Petition for *Certiorari* and had, in effect, affirmed the Resolution<sup>[2]</sup> of the National Labor Relations Commission (NLRC) which in turn sustained the findings of the Labor Arbiter<sup>[3]</sup> that petitioner did not have a cause of action against respondent Skills International Company (Skills International).

The antecedent facts are as follows:

On 1 September 1997, petitioner filed a Complaint against respondent Skills International before the NLRC claiming that he was illegally dismissed from service by his foreign employer, Wallan Al Wallan. In his Complaint,<sup>[4]</sup> petitioner sought the payment of the following: unpaid salaries for one and one-half months; refund of his plane fare; illegal deductions; attorney's fees and litigation expenses; and moral and exemplary damages. The complaint was amended on 2 October 1997<sup>[5]</sup> to implead respondents Maher Daas, Marivic Daas, and Wallan Al Wallan. Petitioner likewise sought the payment of these items: the six and one-half months unexpired portion of his contract; refund of the amount of 5,000.00 Saudi Riyals allegedly deducted from his salary; unpaid overtime pay and medical care.

In his Position Paper,<sup>[6]</sup> petitioner alleged that his employment was illegally terminated on 14 April 1997 in gross violation of the Constitution and of the Labor Code. Because of this, he claimed that he was entitled to receive payment for the unexpired portion of his employment agreement as well as moral, exemplary, and nominal damages, and attorney's fees.

For its part, respondent Skills International alleged that it previously deployed petitioner for work abroad in April 1995 until he came home in July 1996. Later on, petitioner met his new employer at respondent Skills International's office in Malate, Manila. Respondent Skills International, however, clarified that petitioner's new employer, Wallan Al Wallan, was not its accredited principal. This being the case, it argued that petitioner did not have any cause of action against it because as a recruitment agency, it could only be held solidarily liable with the employer if the latter is an accredited principal of the agency. Respondent Skills International also

averred that petitioner's deployment was processed under the *Balik Manggagawa* program of the government so that he could immediately return to work abroad.<sup>[7]</sup>

On 31 July 1998, Labor Arbiter Felipe Pati rendered a Decision<sup>[8]</sup> dismissing the case for lack of merit stating that if there was anyone liable for petitioner's illegal dismissal, it was none other than his foreign employer, Wallan Al Wallan.

Petitioner then filed an appeal with the NLRC but the same was resolved against him<sup>[9]</sup> prompting petitioner to elevate his case to the Court of Appeals. In the Decision now assailed before us, the Court of Appeals dismissed his Petition for *Certiorari* with the decretal portion of the Decision stating:

WHEREFORE, for lack of merit, the instant petition is DISMISSED.<sup>[10]</sup>

In sustaining the NLRC, the Court of Appeals stated that petitioner's arguments were a mere reiteration of those he earlier presented before the NLRC and which were already passed upon by the latter.<sup>[11]</sup> The Court of Appeals also held that petitioner failed to present any basis to support his argument that the NLRC committed grave abuse of discretion in resolving the case in favor of respondent Skills International.<sup>[12]</sup>

Petitioner filed a Motion for Reconsideration but this was denied;<sup>[13]</sup> hence, the present recourse where petitioner argues that the Court of Appeals erred in its findings that:

- a.) There is no formal, valid and signed contract of employment that binds the petitioner and the private respondents;
- b.) Petitioner was hired directly by his foreign employer and was processed as a *Balik-Manggagawa*; and
- c.) Petitioner did not pay any placement fee and he did not mention that he was deducted placement fee by the respondent [Skills International].<sup>[14]</sup>

Petitioner claims that the relationship between Wallan Al Wallan and respondent Skills International was sufficiently established when the latter stated in its Position Paper that it was in its office in Malate, Manila, where petitioner met his new employer. Petitioner insists that if Wallan Al Wallan were not an accredited principal of respondent Skills International, then he had no business being in the latter's office. But since as petitioner and Wallan Al Wallan met each other within the confines of respondent Skills International's office, it can be said that respondent Skills International had a hand in their meeting. More than this, it was respondent Skills International which handled his deployment for work abroad as a *balik-manggagawa*.

Petitioner also points out that in the medical examination report dated 6 September 1996 issued by Angelina Apostol Punzalan Medical Clinic,<sup>[15]</sup> it is clearly stated that it was respondent Skills International which recommended him for physical examination. He argues that the medical clinic would not have attended to him had it not been for the referral of respondent Skills International as under Section 3,

Rule VII, Book II of the Philippine Overseas Employment Administration Rules and Regulations Governing Overseas Employment,<sup>[16]</sup> "[m]edical examination of workers for overseas employment shall be conducted only after the agency and/or its principal shall have interviewed and trade tested or have pre-qualified the worker for an existing overseas position duly covered by an approved job order."<sup>[17]</sup>

Likewise, in the Standard Employment Contract for Various Skills<sup>[18]</sup> which petitioner signed, it is stated that his local placement agency is respondent Skills International while his principal in Riyadh, Saudi Arabia, is Wallan Al Wallan. Petitioner claims that while he signed and even affixed his thumbmark on said contract, he avers that he could not explain why no responsible officer or employee of respondent Skills International signed said document.

In addition, petitioner maintains that he does not fall within the category of *balik-manggagawa* as the term refers to "a landbased contract worker who is on vacation or on emergency leave, and who is returning to the same work site to resume his employment."<sup>[19]</sup> Obviously then, he should not have been considered as a *balik-manggagawa* since he was neither here on vacation nor on emergency leave; instead, he went back abroad under an entirely new employment contract.

As for the lack of placement fee he paid to respondent Skills International, petitioner claims that the Labor Arbiter, the NLRC, and the Court of Appeals failed to take notice of the receipt, written in Saudi Arabian language, showing that his employer abroad deducted 5,000 Saudi Riyals from his salary as placement fee.<sup>[20]</sup>

Given these circumstances, petitioner concludes that respondent Skills International should be held liable to him for the illegal dismissal perpetuated by its accredited principal, Wallan Al Wallan, as provided for under Section [60] of the Rules and Regulations Implementing the Migrant Workers and Overseas Filipinos Act of 1995<sup>[21]</sup> which states:

Section 60. *Solidary Liability.* - The liability of the principal/employer and the recruitment/placement agency on any and all claims under this Rule shall be joint and solidary. This liability shall be incorporated in the contract for overseas employment and shall be a condition precedent for its approval. The performance bond to be filed by the recruitment/placement agency, as provided by law, shall be answerable for all money claims or damages that may be awarded to the workers.

If the recruitment/placement agency is a juridical being, the corporate officers and directors and partners as the case may be, shall themselves be jointly and solidarily liable with the corporation or partnership for the aforesaid claims and damages.

Such liabilities shall continue during the entire period or duration of the employment contract and shall not be affected by any substitution, amendment or modification made locally or in a foreign country of the said contract.

On the other hand, respondent Skills International insists that this Petition should be dismissed as it seeks a review of the factual findings of the Labor Arbiter, the NLRC,

and the Court of Appeals – a task which clearly does not fall within the ambit of a Petition for Review on *Certiorari*. Nevertheless, respondent Skills International proceeded to address the matters stated in the Petition. It contends that although it had previously deployed petitioner abroad, such deployment was for its accredited principal, the Saudi Automotive Services Company and not for Wallan Al Wallan. While it may be true that Wallan Al Wallan and petitioner met one another at its office, respondent Skills International argues that this does not readily lead to the conclusion that Wallan Al Wallan was its accredited principal. As one of its officers is from the Middle East, respondent Skills International avers that it is customary that it invites visitors from said region to come to their office.

Anent the medical examination which was undergone by petitioner, respondent Skills International claims that it could not have possibly recommended him for such a procedure as precisely, there was no job order as far as Wallan Al Wallan's company was concerned.

Respondent Skills International also denies having facilitated petitioner's deployment as an alleged *balik-manggagawa* as petitioner's *Balik-Manggagawa* Information Sheet does not indicate the name of any local placement or recruitment agency. Moreover, on 19 June 1998, POEA Administrator Felicisimo Joson issued an Order, [22] the pertinent portion of which reads:

The issue posed for Our resolution is whether or not the respondent agency (herein respondent) should be held liable for withholding worker's salaries should be resolved in the negative. As discussed, complainant (herein petitioner) was hired directly by his employer and the respondent agency had no participation whatsoever in his overseas employment. Wanting in factual and legal [bases], the charged offense must be dismissed.

WHEREFORE, premises considered, let the instant case be, as it is hereby ordered DISMISSED for lack of merit. [23]

Respondent Skills International also insists that it did not receive placement fee from petitioner for the simple reason that it did not deploy him to work abroad for Wallan Al Wallan and that only petitioner and said employer are the ones privy to the circumstances surrounding the alleged salary deductions committed by the latter.

The petition must fail.

At the outset, it must be stressed that the resolution of the issue of whether respondent Skills International could be held solidarily liable for the alleged illegal dismissal of petitioner necessarily hinges on the primordial question of whether respondent Skills International was the one responsible for his deployment abroad. This indubitably raises a question of fact which is not a proper subject of a Petition for Review on *Certiorari*. It is axiomatic that in an appeal by *certiorari*, only questions of law may be reviewed. [24]

The distinction between a question of law and a question of fact was comprehensively discussed in the case of *Microsoft Corporation v. Maxicorp, Inc.*, [25] thus: