492 Phil. 631

SECOND DIVISION

[G.R. NO. 155389, February 28, 2005]

DMA SHIPPING PHILIPPINES, INC. AND MONSOON MARITIME SERVICES PTE. LTD., PETITIONERS, VS. HENRY CABILLAR AND NATIONAL LABOR RELATIONS COMMISSION (FOURTH DIVISION), RESPONDENTS.

D E C I S I O N

CALLEJO, SR., J.:

This is a petition for review on certiorari under Rule 45 of the 1997 Rules of Civil Procedure of the Decision[1] and Resolution of the Court of Appeals in CA-G.R. SP No. 49428.

Monsoon Maritime Services Pte. Ltd. (Monsoon) is a foreign corporation based in Singapore. It is the owner of the vessel M/V Eagle Moon while DMA Shipping Phils. Inc. (DMA Shipping), is its manning agent in the Philippines.

On April 15, 1994, Henry Cabillar was hired by Monsoon, through DMA Shipping, as Chief Officer of the M/V Eagle Moon, for a period of ten (10) months, with a basic salary of US$1,000.00 per month.[2]

On July 30, 1994, Cabillar wrote the manager of Monsoon, coursed through the ship master, requesting for an early repatriation and for his reliever grounded on the failure of DMA Shipping to give the promised additional allowance.[3] Acting on the said letter-request, Monsoon approved an increase in Cabillar's wage by US$700.00. [4] He withdrew his request for repatriation.[5]

On August 20, 1994, while the vessel was docked in Calcutta, India, the gantry crane operators refused to work and demanded that their gantry crane driving allowance be increased from US$0.50 per container to US$3.00 per container. The crane operators learned that gantry crane operators of the American President Lines were given US$3.00 per container as driving allowance while the gantry crane operators of Monsoon were given US$.50 only. When Capt. Raphael Patrick Graham, master of the vessel M/V Eagle Moon, learned of an impending strike to be conducted by the gantry crane operators of the vessel. He instructed Cabillar to talk to the crew members under his immediate supervision to convince them not to proceed with the intended strike and have the matter discussed with the management when the vessel returns to Singapore.

Instead of talking to the crew members, Cabillar himself joined in the strike. The loading and unloading of cargoes of the vessel were suspended. Monsoon sent a telex to Graham urging him to persuade the crew members to honor the agreed rate of US$.50 per container instead of trying to pressure the owner of the vessel. It expressed its displeasure on Cabillar for joining the strike.

Nevertheless, Monsoon was impelled to agree to the demands of the striking crew members to avert any further loss and expense to the operation of the vessel. The strike lasted for about four (4) hours.

After the incident, Capt. Graham listed the names of those who staged the strike in the official logbook of the vessel which included Cabillar.[6]

On September 1, 1994, the vessel arrived at the port of Singapore. Capt. Graham made an entry in the official logbook that Cabillar was dismissed from the service for a disciplinary offense.[7]

On the same date, the officers of Monsoon, namely, Operations Manager Andy Wang, Assistant Operations Manager Captain Gabriel Tan, and Managing Director Pan Boon Pin, boarded the vessel and informed Cabillar that he has been separated from his employment because of the incident in Calcutta. Cabillar disembarked from the vessel.

On May 17, 1995, Cabillar filed with the Philippine Overseas Employment Administration (POEA) Regional Center a complaint against DMA Shipping and Monsoon seeking payment for the unexpired portion of his contract. He claimed that he was forced to resign when he had been informed that he had already been replaced. He was also forced to affix his signature in the Ship's article. When he received an amount short of what was due him, he signed the wage account "under protest." He further claimed that he was threatened to be picked up by the Singapore police if he refused to resign, thus, leaving him with no choice but to resign. He claimed that he was likewise forced to pay for his airfare to the Philippines.

The respondents specifically denied the allegations of the complainant. They claimed that the latter opted to sign off. They submitted, in support of their defense, the joint affidavit of Andy Wang and Capt. Gabriel Tan and the affidavit of Pan Boon Pin, duly authenticated by the Philippine Consul to Singapore, Ernesto G. Diserto, and the appendages thereof. Wang, Tan, and Pin declared in their affidavits that, on September 1, 1994, they boarded the M/V Eagle Moon at the Singapore port and confronted Cabillar of the incident in Calcutta and the decision of the master of the vessel dismissing him. They gave Cabillar the option either to sign off or to be dismissed for reasons contained in the logbook in the vessel and the Standard Employment Contract; Cabillar apologized and opted to sign off on condition that the ship master will not pursue his complaint against him; Cabillar appealed to them that he be given a rating of "Very Good" upon signing off to enable him to seek employment in Singapore to which they agreed and gave him a "very good " rating; he was paid his wages and the cost of his plane fare back to the Philippines; before his return to the Philippines, he stayed at the Katong Park Hotel Pte. Ltd., at the expense of the company, in the amount of Singapore $797.67;[8] they were shocked when, after the lapse of more than eight months Cabillar filed his complaint.

On January 13, 1998, Executive Labor Arbiter Reynoso A. Belarmino rendered a Decision in favor of Cabillar declaring his dismissal as illegal. The dispositive portion of the decision reads as follows:

WHEREFORE, premises considered, judgment is hereby rendered declaring the dismissal of complainant illegal and directing DMA Shipping Phils., Inc. and Monsoon Maritime Services PTE. LTD. to pay complainant, jointly and severally, the sum of FIVE THOUSAND ONE HUNDRED ($5,100.00) DOLLARS as backwages and ONE THOUSAND SEVEN HUNDRED ($1,700.00) DOLLARS in damages plus SIX HUNDRED EIGHTY ($680.00) DOLLARS as attorney's fees or the peso equivalent of the aforecited amounts.

SO ORDERED.

DMA Shipping and Monsoon appealed to the NLRC. After due proceedings, the NLRC dismissed the appeal and affirmed the decision of the Labor Arbiter.

DMA Shipping and Monsoon (now the petitioners) sought recourse from the Court of Appeals by way of a petition for certiorari under Rule 65 of the 1997 Rules of Civil Procedure. They asserted therein that -

I

PUBLIC RESPONDENT NLRC GRAVELY ERRED AND ABUSED ITS DISCRETION IN RELYING TO A MERE SAMPLE, UNVERIFIED AND UNAUTHENTIC COPY OF AN ABSTRACT OF VARIOUS ARTICLES OF THE MERCHANT SHIPPER LAWS 1963 ON LOG BOOK ENTRIES TO DENY PETITIONERS' MOTION FOR RECONSIDERATION.

II

PUBLIC RESPONDENT NLRC GRAVELY ERRED AND ABUSED ITS DISCRETION IN RULING THAT PRIVATE RESPONDENT CABILLAR WAS ILLEGALLY DISMISSED AND, THEREFORE, ENTITLED TO DAMAGES. THIS NOTWITHSTANDING HIS VOLUNTARY RESIGNATION AS CLEARLY ESTABLISHED BY PETITIONER MONSOON.

III

PUBLIC RESPONDENT NLRC GRAVELY ERRED IN ITS RULING THAT IF INDEED PRIVATE RESPONDENT CABILLAR REFUSED TO FOLLOW THE CAPTAIN'S ORDERS, THAT ACT CONSTITUTES INSUBORDINATION AS GROUND FOR DISMISSAL, WHICH THE LOG BOOK IS MYSTERIOUSLY SILENT AS TO THE OFFENSE.

IV

PUBLIC RESPONDENT NLRC GRAVELY ERRED AND ACTED WITH GRAVE ABUSE OF DISCRETION IN AFFIRMING THE LABOR ARBITER'S AWARD OF BACKWAGES, DAMAGES AND ATTORNEY'S FEES.

V

PUBLIC RESPONDENT NLRC GRAVELY ERRED IN NOT AWARDING DAMAGES TO PETITIONER MONSOON ON ACCOUNT OF PRIVATE

> RESPONDENT CABILLAR (*SIC*) BAD FAITH AND MALICE IN FILING THE PRESENT CASE.[9]

On October 19, 2000, the Court of Appeals rendered its Decision dismissing the petition. It also resolved to deny the motion for reconsideration of DMA Shipping and Monsoon of the decision.

DMA Shipping and Monsoon filed their petition for review and raised the following errors: (a) whether the respondent was dismissed by the petitioner Monsoon and; if so, whether his dismissal was for a valid cause; and (b) whether the respondent is entitled to backwages, damages and attorney's fees.

On the first issue, the petitioners maintained that the respondent voluntarily resigned as Chief Officer after the docking of the vessel in Singapore on September 1, 1994. They posit that the respondent failed to adduce any evidence that he was dismissed as chief officer. They emphasized that, in contrast, they adduced evidence that the petitioner Monsoon remitted to the respondent his salary and leave pay and paid for his plane fare back to the Philippines and his hotel bills in Singapore prior to his return to the Philippines. The petitioners argue that even if the respondent was dismissed, however, his dismissal was for cause as shown by the entries in the official logbook of the vessel dated August 20, 1994 and September 1, 1994. They aver that the CA erred in giving probative weight to the Contract of Waiver, Abstract of Various Articles of the Merchant Shipper Laws of 1963, the affidavit of the respondent, and in not giving credence to those of the witnesses of the petitioners.

We rule against the petitioners.

Whether or not the respondent was dismissed or that he resigned as chief officer of the vessel is a question of fact. The Labor Arbiter ruled that the respondent was dismissed. The finding of the Labor Arbiter was affirmed by the NLRC and the Court of Appeals. We have constantly ruled that:

> At the outset, it bears stressing that in a petition for review on certiorari, the scope of the Supreme Court's judicial review of decisions of the Court of Appeals is generally confined only to errors of law; questions of fact are not entertained. Thus, only questions of law may be brought by the parties and passed upon by this Court in the exercise of its power to review.
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> The Supreme Court is not a trier of facts, and this doctrine applies with greater force in labor cases. Factual questions are for the labor tribunals to resolve. In this case, the factual issues have already been determined by the labor arbiter and the National Labor Relations Commission. Their findings were affirmed by the CA. Judicial review by this Court does not extend to a reevaluation of the sufficiency of the evidence upon which the proper labor tribunal has based its determination.
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> Indeed, factual findings of labor officials who are deemed to have acquired expertise in matters within their respective jurisdictions are generally accorded not only respect, but even finality, and are binding on the Supreme Court. Verily, their conclusions are accorded great weight upon appeal, especially when supported by substantial evidence.