

## FIRST DIVISION

[ G.R. No. 117650, March 07, 1996 ]

### **SULPICIO LINES, INC., PETITIONER, VS. NATIONAL LABOR RELATIONS COMMISSION AND JAIME CAGATAN, RESPONDENTS.**

#### **D E C I S I O N**

##### **KAPUNAN, J.:**

Petitioner Sulpicio Lines, Inc., owner of MV Cotabato Princess, on January 15, 1992 dismissed private respondent Jaime Cagatan, a messman of the said vessel, allegedly for being absent without leave for a "prolonged" period of six (6) months.

As a result of his dismissal, the private respondent filed a complaint for illegal dismissal before the National Labor Relations Commission (NLRC) through its National Capital Region Arbitration Branch in Manila, docketed as NLRC-NCR Case No. 00-06-3163-92.<sup>[1]</sup>

Responding to the said complaint, petitioner, on June 25, 1992, filed a Motion to Dismiss on the ground of improper venue, stating, among other things, that the case for illegal dismissal should have been lodged with the NLRC's Regional Branch No. VII (Cebu), as its main office was located in Cebu City.<sup>[2]</sup>

In an Order dated August 21, 1992 Labor Arbiter Arthur L. Amansec of the NLRC-NCR denied petitioner's Motion to Dismiss, holding that:

Considering that the complainant is a ship steward, traveled on board respondent's ship along the Manila-Enstancia-Iloilo-Zamboanga-Cotabato vice-versa route, Manila can be said to be part of the complainant's territorial workplace.<sup>[3]</sup>

The aforementioned Order was seasonably appealed to the NLRC by petitioner. On February 28, 1994, respondent NLRC found petitioner's appeal unmeritorious and sustained the Labor Arbiter's August 21, 1992 ruling, explaining that "under the New NLRC Rules, the Commission or the Labor Arbiter before whom the case is pending may order a change of venue."<sup>[4]</sup> Finding no grave abuse of discretion in the Labor Arbiter's assailed Order, respondent NLRC emphasized that:

[T]he complainant instituted the Action in Manila where he resides. Hence, we see no grave abuse of discretion on the part of the labor arbiter in denying the respondent's Motion to Dismiss as We find support in the basic principle that the State shall afford protection to labor and that the NLRC is not bound by strict technical rules of procedure.<sup>[5]</sup>

Undaunted, petitioner sought a reconsideration of the above Order, which the public respondent denied in its Resolution dated July 22, 1994.<sup>[6]</sup> Consequently, petitioner

comes to this Court for relief, in the form of a Special Civil Action for Certiorari under Rule 65 of the Rules of Court, contending that public respondent NLRC acted with grave abuse of discretion amounting to lack or excess of jurisdiction when it issued its assailed rulings.<sup>[7]</sup>

It is petitioner's principal contention that a ship or vessel as workplace is an extension of its homeport or principal place of business, and that "being part of the territory of the homeport, (such) vessel is governed to a large extent by the laws and is under the jurisdiction of the homeport."<sup>[8]</sup> Based on this submission, petitioner avers that its vessel-as-workplace is "under the territorial jurisdiction of the Regional Arbitration branch where (its) . . . principal office is located," which is Branch VII, located in Cebu City.<sup>[9]</sup>

We disagree.

As early as 1911, this Court held that the question of venue essentially relates to the trial and touches more upon the convenience of the parties, rather than upon the substance and merits of the case.<sup>[10]</sup> Our permissive rules underlying provisions on venue are intended to assure convenience for the plaintiff and his witnesses and to promote the ends of justice. This axiom all the more finds applicability in cases involving labor and management because of the principle, paramount in our jurisdiction, that the State shall afford full protection to labor.<sup>[11]</sup>

Even in cases where venue has been stipulated by the parties by contract, this Court has not hesitated to set aside agreements on venue if the same would lead to a situation so grossly inconvenient to one party as to virtually negate his claim. In *Sweet Lines vs. Teves*,<sup>[12]</sup> involving a contract of adhesion, we held that:

An agreement will not be held valid where it practically negates the action of the claimants, such as the private respondents herein. The philosophy underlying the provisions on transfer of venue of actions is the convenience of the plaintiffs as well as his witnesses and to promote the ends of justice. Considering the expense and trouble a passenger residing outside Cebu City would incur to prosecute a claim in the City of Cebu, he would most probably decide not to file the action at all. The condition will thus defeat, instead of enhance, the ends of justice. Upon the other hand, petitioner had branches or offices in the respective ports of call of the vessels and can afford to litigate in any of these places. Hence, the filing of the suit in the CFI of Misamis Oriental, as was done in the instant case will not cause inconvenience to, much less prejudice petitioner.<sup>[13]</sup>

In the case at bench, it is not denied that while petitioner maintains its principal office in Cebu City, it retains a major booking and shipping office in Manila from which it earns considerable revenue, and from which it hires and trains a significant number of its workforce. Its virulent insistence on holding the proceedings in the NLRC's regional arbitration branch in Cebu City is obviously a ploy to inconvenience the private respondent, a mere steward who resides in Metro Manila, who would obviously not be able to afford the frequent trips to Cebu City in order to follow up his case.