

SECOND DIVISION

[G.R. No. 120567, March 20, 1998]

**PHILIPPINE AIRLINES, INC., PETITIONER, VS., NATIONAL
LABOR RELATIONS COMMISSION, FERDINAND PINEDA AND
GODOFREDO CABLING, RESPONDENTS.**

D E C I S I O N

MARTINEZ, J.:

Can the National Labor Relations Commission (NLRC), even without a complaint for illegal dismissal filed before the labor arbiter, entertain an action for injunction and issue such writ enjoining petitioner Philippine Airlines, Inc. from enforcing its Orders of dismissal against private respondents, and ordering petitioner to reinstate the private respondents to their previous positions?

This is the pivotal issue presented before us in this petition for certiorari under Rule 65 of the Revised Rules of Court which seeks the nullification of the injunctive writ dated April 3, 1995 issued by the NLRC and the Order denying petitioner's motion for reconsideration on the ground that the said Orders were issued in excess of jurisdiction.

Private respondents are flight stewards of the petitioner. Both were dismissed from the service for their alleged involvement in the April 3, 1993 currency smuggling in Hong Kong.

Aggrieved by said dismissal, private respondents filed with the NLRC a petition^[1] for injunction praying that:

"I. Upon filing of this Petition, a temporary restraining order be issued, prohibiting respondents (petitioner herein) from effecting or enforcing the Decision dated Feb. 22, 1995, or to reinstate petitioners temporarily while a hearing on the propriety of the issuance of a writ of preliminary injunction is being undertaken;

"II. After hearing, a writ of preliminary mandatory injunction be issued ordering respondent to reinstate petitioners to their former positions pending the hearing of this case, or, prohibiting respondent from enforcing its Decision dated February 22, 1995 while this case is pending adjudication;

"III. After hearing, that the writ of preliminary injunction as to the reliefs sought for be made permanent, that petitioners be awarded full backwages, moral damages of PHP 500,000.00 each and exemplary damages of PHP 500,000.00 each, attorney's fees equivalent to ten percent of whatever amount is awarded, and the costs of suit."

On April 3, 1995, the NLRC issued a temporary mandatory injunction^[2] enjoining petitioner to cease and desist from enforcing its February 22, 1995 Memorandum of dismissal. In granting the writ, the NLRC considered the following facts, to wit:

"x x x that almost two (2) years ago, i.e. on April 15, 1993, the petitioners were instructed to attend an investigation by respondent's 'Security and Fraud Prevention Sub-Department' regarding an April 3, 1993 incident in Hongkong at which Joseph Abaca, respondent's Avionics Mechanic in Hongkong 'was intercepted by the Hongkong Airport Police at Gate 05 xxx the ramp area of the Kai Tak International Airport while xxx about to exit said gate carrying a xxx bag said to contain some 2.5 million pesos in Philippine Currencies. That at the Police Station, Mr. Abaca claimed that he just found said plastic bag at the Skybed Section of the arrival flight PR300/03 April 93,' where petitioners served as flight stewards of said flight PR300; x x the petitioners sought 'a more detailed account of what this HKG incident is all about'; but instead, the petitioners were administratively charged, 'a hearing' on which 'did not push through' until almost two (2) years after, i.e. 'on January 20, 1995 xxx where a confrontation between Mr. Abaca and petitioners herein was compulsorily arranged by the respondent's disciplinary board' at which hearing, Abaca was made to identify petitioners as co-conspirators; that despite the fact that the procedure of identification adopted by respondent's Disciplinary Board was anomalous 'as there was no one else in the line-up (which could not be called one) but petitioners xxx Joseph Abaca still had difficulty in identifying petitioner Pineda as his co-conspirator, and as to petitioner Cabling, he was implicated and pointed by Abaca only after respondent's Atty. Cabatuando pressed the former to identify petitioner Cabling as co-conspirator'; that with the hearing reset to January 25, 1995, 'Mr. Joseph Abaca finally gave exculpatory statements to the board in that he cleared petitioners from any participation or from being the owners of the currencies, and at which hearing Mr. Joseph Abaca volunteered the information that the real owner of said money was one who frequented his headquarters in Hongkong to which information, the Disciplinary Board Chairman, Mr. Ismael Khan,' opined 'for the need for another hearing to go to the bottom of the incident'; that from said statement, it appeared 'that Mr. Joseph Abaca was the courier, and had another mechanic in Manila who hid the currency at the plane's skybed for Abaca to retrieve in Hongkong, which findings of how the money was found was previously confirmed by Mr. Joseph Abaca himself when he was first investigated by the Hongkong authorities'; that just as petitioners 'thought that they were already fully cleared of the charges, as they no longer received any summons/notices on the intended 'additional hearings' mandated by the Disciplinary Board,' they were surprised to receive 'on February 23, 1995 xxx a Memorandum dated February 22, 1995' terminating their services for alleged violation of respondent's Code of Discipline 'effective immediately'; that sometime xxx first week of March, 1995, petitioner Pineda received another Memorandum from respondent Mr. Juan Paraiso, advising him of his termination effective February 3, 1995, likewise for violation of respondent's Code of Discipline; x x x"

In support of the issuance of the writ of temporary injunction, the NLRC adopted the view that: (1) private respondents cannot be validly dismissed on the strength of petitioner's Code of Discipline which was declared illegal by this Court in the case of PAL, Inc. vs. NLRC, (G.R. No. 85985), promulgated August 13, 1993, for the reason that it was formulated by the petitioner without the participation of its employees as required in R.A. 6715, amending Article 211 of the Labor Code; (2) the whimsical, baseless and premature dismissals of private respondents which "caused them grave and irreparable injury" is enjoinable as private respondents are left "with no speedy and adequate remedy at law" except the issuance of a temporary mandatory injunction; (3) the NLRC is empowered under Article 218 (e) of the Labor Code not only to restrain any actual or threatened commission of any or all prohibited or unlawful acts but also

to require the performance of a particular act in any labor dispute, which, if not restrained or performed forthwith, may cause grave or irreparable damage to any party; and (4) the temporary mandatory power of the NLRC was recognized by this Court in the case of Chemo-Technische Mfg., Inc. Employees Union, DFA, et.al. vs. Chemo-Technische Mfg., Inc. [G.R. No. 107031, January 25, 1993].

On May 4, 1995, petitioner moved for reconsideration^[3] arguing that the NLRC erred:

1. ...in granting a temporary injunction order when **it has no jurisdiction to issue an injunction or restraining order since this may be issued only under Article 218 of the Labor Code if the case involves or arises from labor disputes;**
2. ...in granting a temporary injunction order when the termination of private respondents have long been carried out;
3. ...in ordering the reinstatement of private respondents on the basis of their mere allegations, in violation of PAL's right to due process;
4. ...in arrogating unto itself management prerogative to discipline its employees and **divesting the labor arbiter of its original and exclusive jurisdiction over illegal dismissal cases;**
5. ...in suspending the effects of termination when such action is exclusively within the jurisdiction of the Secretary of Labor;
6. ...in **issuing the temporary injunction in the absence of any irreparable or substantial injury to both private respondents.**

On May 31, 1995, the NLRC denied petitioner's motion for reconsideration, ruling:

“The respondent (now petitioner), for one, cannot validly claim that we cannot exercise our injunctive power under Article 218 (e) of the Labor Code on the pretext that what we have here is not a labor dispute as long as it concedes that as defined by law, a”(I) ‘Labor Dispute’ includes any controversy or matter concerning terms or conditions of employment.” . If security of tenure, which has been breached by respondent and which, precisely, is sought to be protected by our temporary mandatory injunction (the core of controversy in this case) is not a “term or condition of employment”, what then is?

x x x x x x x x x

Anent respondent's second argument x x x, Article 218 (e) of the Labor Code x x x empowered the Commission not only to issue a prohibitory injunction, but a mandatory (“to require the performance”) one as well. Besides, as earlier discussed, we already exercised (on August 23, 1991) this temporary mandatory injunctive power in the case of “Chemo-Technische Mfg., Inc. Employees Union-DFA et.al. vs. Chemo-Technische Mfg., Inc., et. al.” (supra) and effectively enjoined one (1) month old dismissals by Chemo-Technische and that our aforesaid mandatory exercise of injunctive power, when questioned through a petition for certiorari, was sustained by the Third Division of the Supreme court per its Resolution dated January 25, 1993.

x x x x x x x x x

Respondent's fourth argument that petitioner's remedy for their dismissals is 'to file an illegal dismissal case against PAL which cases are within the original and exclusive jurisdiction of the Labor Arbiter' is ignorant. In requiring as a condition for the issuance of a 'temporary or permanent injunction'- '(4) That complainant has no adequate remedy at law;' **Article 218 (e) of the Labor Code clearly envisioned adequacy , and not plain availability of a remedy at law as an alternative bar to the issuance of an injunction. An illegal dismissal suit (which takes, on its expeditious side, three (3) years before it can be disposed of) while available as a remedy under Article 217 (a) of the Labor Code, is certainly not an 'adequate; remedy at law. Ergo, it cannot, as an alternative remedy, bar our exercise of that injunctive power given us by Article 218 (e) of the Code.**

xxx xxx xxx

Thus, Article 218 (e), as earlier discussed [which empowers this Commission 'to require the performance of a particular act' (such as our requiring respondent 'to cease and desist from enforcing' its whimsical memoranda of dismissals and 'instead to reinstate petitioners to their respective position held prior to their subject dismissals') in 'any labor dispute which, if not xxx performed forthwith, may cause grave and irreparable damage to any party'] stands as the sole 'adequate remedy at law' for petitioners here.

Finally, the respondent, in its sixth argument claims that even if its acts of dismissing petitioners 'may be great, still the same is capable of compensation', and that consequently, 'injunction need not be issued where adequate compensation at law could be obtained'. Actually, what respondent PAL argues here is that we need not interfere in its whimsical dismissals of petitioners as, after all, it can pay the latter its backwages. x x x

But just the same, we have to stress that Article 279 does not speak alone of backwages as an obtainable relief for illegal dismissal; that reinstatement as well is the concern of said law, enforceable when necessary, through Article 218 (e) of the Labor Code (without need of an illegal dismissal suit under Article 217 (a) of the Code) if such whimsical and capricious act of illegal dismissal will 'cause grave or irreparable injury to a party'. x x x " ^[4]

Hence, the present recourse.

Generally, injunction is a preservative remedy for the protection of one's substantive rights or interest. It is not a cause of action in itself but merely **a provisional remedy, an adjunct to a main suit.** It is resorted to only when there is a pressing necessity to avoid injurious consequences which cannot be remedied under any standard of compensation. The application of the injunctive writ rests upon the existence of an emergency or of a special reason before the main case be regularly heard. The essential conditions for granting such temporary injunctive relief are that the complaint alleges facts which appear to be sufficient to constitute a proper basis for injunction and that on the entire showing from the contending parties, the injunction is reasonably necessary to protect the legal rights of the plaintiff pending the litigation.^[5] Injunction is also a special equitable relief granted only in cases where there is no plain, adequate and complete remedy at law.^[6]

In labor cases, Article 218 of the Labor Code empowers the NLRC-