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SECOND DIVISION

[G.R. No. 121466, August 15, 1997]

PMI COLLEGES, PETITIONER, VS. THE NATIONAL LABOR RELATIONS COMMISSION AND ALEJANDRO GALVAN, RESPONDENTS.

D E C I S I O N

ROMERO, J.:

Subject of the instant petition for *certiorari* under Rule 65 of the Rules of Court is the resolution[1] of public respondent National Labor Relations Commission[2] rendered on August 4, 1995, affirming in toto the December 7, 1994 decision[3] of Labor Arbiter Pablo C. Espiritu declaring petitioner PMI Colleges liable to pay private respondent Alejandro Galvan P405,000.00 in unpaid wages and P40,532.00 as attorney's fees.

A chronicle of the pertinent events on record leading to the filing of the instant petition is as follows:

On July 7, 1991, petitioner, an educational institution offering courses on basic seaman's training and other marine-related courses, hired private respondent as contractual instructor with an agreement that the latter shall be paid at an hourly rate of P30.00 to P50.00, depending on the description of load subjects and on the schedule for teaching the same. Pursuant to this engagement, private respondent then organized classes in marine engineering.

Initially, private respondent and other instructors were compensated for services rendered during the first three periods of the abovementioned contract. However, for reasons unknown to private respondent, he stopped receiving payment for the succeeding rendition of services. This claim of non-payment was embodied in a letter dated March 3, 1992, written by petitioner's Acting Director, Casimiro A. Aguinaldo, addressed to its President, Atty. Santiago Pastor, calling attention to and appealing for the early approval and release of the salaries of its instructors including that of private respondent. It appeared further in said letter that the salary of private respondent corresponding to the shipyard and plant visits and the ongoing on-the-job training of Class 41 on board MV "Sweet Glory" of Sweet Lines, Inc. was not yet included. This request of the Acting Director apparently went unheeded. Repeated demands having likewise failed, private respondent was soon constrained to file a complaint[4] before the National Capital Region Arbitration Branch on September 14, 1993 seeking payment for salaries earned from the following: (1) basic seaman course Classes 41 and 42 for the period covering October 1991 to September 1992; (2) shipyard and plant visits and on-the-job training of Classes 41 and 42 for the period covering October 1991 to September 1992 on board M/V "Sweet Glory" vessel; and (3) as Acting Director of Seaman Training Course for 3-1/2 months.

In support of the abovementioned claims, private respondent submitted documentary evidence which were annexed to his complaint, such as the detailed load and schedule of classes with number of class hours and rate per hour (Annex "A"); PMI Colleges Basic Seaman Training Course (Annex "B"); the aforementioned letter-request for payment of salaries by the Acting Director of PMI Colleges (Annex "C"); unpaid load of private respondent (Annex "D"); and vouchers prepared by the accounting department of petitioner but whose amounts indicated therein were actually never paid to private respondent (Exhibit "E").

Private respondent's claims, as expected, were resisted by petitioner. It alleged that classes in the courses offered which complainant claimed to have remained unpaid were not held or conducted in the school premises of PMI Colleges. Only private respondent, it was argued, knew whether classes were indeed conducted. In the same vein, petitioner maintained that it exercised no appropriate and proper supervision of the said classes which activities allegedly violated certain rules and regulations of the Department of Education, Culture and Sports (DECS). Furthermore, the claims, according to petitioner, were all exaggerated and that, at any rate, private respondent abandoned his work at the time he should have commenced the same.

In reply, private respondent belied petitioner's allegations contending, among others, that he conducted lectures within the premises of petitioner's rented space located at 5th Floor, Manufacturers Bldg., Sta. Cruz, Manila; that his students duly enrolled with the Registrar's Office of petitioner; that shipyard and plant visits were conducted at Fort San Felipe, Cavite Naval Base; that petitioner was fully aware of said shipyard and plant visits because it even wrote a letter for that purpose; and that basic seaman courses 41 and 42 were sanctioned by the DECS as shown by the records of the Registrar's Office.

Later in the proceedings below, petitioner manifested that Mr. Tomas G. Cloma, Jr., a member of the petitioner's Board of Trustees wrote a letter[5] to the Chairman of the Board on May 23, 1994, clarifying the case of private respondent and stating therein, inter alia, that under petitioner's by-laws only the Chairman is authorized to sign any contract and that private respondent, in any event, failed to submit documents on the alleged shipyard and plant visits in Cavite Naval Base.

Attempts at amicable settlement having failed, the parties were required to submit their respective position papers. Thereafter, on June 16, 1994, the Labor Arbiter issued an order declaring the case submitted for decision on the basis of the position papers which the parties filed. Petitioner, however, vigorously opposed this order insisting that there should be a formal trial on the merits in view of the important factual issues raised. In another order dated July 22, 1994, the Labor Arbiter impliedly denied petitioner's opposition, reiterating that the case was already submitted for decision. Hence, a decision was subsequently rendered by the Labor Arbiter on December 7, 1994 finding for the private respondent. On appeal, the NLRC affirmed the same in toto in its decision of August 4, 1995.

Aggrieved, petitioner now pleads for the Court to resolve the following issues in its favor, to wit:

I. Whether the money claims of private respondent representing salaries/wages as

contractual instructor for class instruction, on-the-job training and shipboard and plant visits have valid legal and factual bases;

II. Whether claims for salaries/wages for services relative to on-the-job training and shipboard and plant visits by instructors, assuming the same were really conducted, have valid bases;

III. Whether the petitioner was denied its right to procedural due process; and

IV. Whether the NLRC findings in its questioned resolution have sound legal and factual support.

We see no compelling reason to grant petitioner's plea; the same must, therefore, be dismissed.

At once, a mere perusal of the issues raised by petitioner already invites dismissal for demonstrated ignorance and disregard of settled rules on *certiorari*. Except perhaps for the third issue, the rest glaringly call for a re-examination, evaluation and appreciation of the weight and sufficiency of factual evidence presented before the Labor Arbiter. This, of course, the Court cannot do in the exercise of its *certiorari* jurisdiction without transgressing the well-defined limits thereof. The corrective power of the Court in this regard is confined only to jurisdictional issues and a determination of whether there is such grave abuse of discretion amounting to lack or excess of jurisdiction on the part of a tribunal or agency. So unyielding and consistent are the decisional rules thereon that it is indeed surprising why petitioner's counsel failed to accord them the observance they deserve.

Thus, in San Miguel Foods, Inc. Cebu B-Meg Feed Plant v. Hon. Bienvenido Laguesma,[6] we were emphatic in declaring that:

> This Court is definitely not the proper venue to consider this matter for it is not a trier of facts. x x x Certiorari is a remedy narrow in its scope and inflexible in character. It is not a general utility tool in the legal workshop. Factual issues are not a proper subject for certiorari, as the power of the Supreme Court to review labor cases is limited to the issue of jurisdiction and grave abuse of discretion. x x x" (Emphasis supplied).

Of the same tenor was our disquisition in Ilocos Sur Electric Cooperative, Inc. v. NLRC[7] where we made plain that:

> In *certiorari* proceedings under Rule 65 of the Rules of Court, judicial review by this Court does not go so far as to evaluate the sufficiency of evidence upon which the Labor Arbiter and the NLRC based their determinations, the inquiry being limited essentially to whether or not said public respondents had acted without or in excess of its jurisdiction or with grave abuse of discretion." (Emphasis supplied).

To be sure, this does not mean that the Court would disregard altogether the evidence presented. We merely declare that the extent of review of evidence we ordinarily provide in other cases is different when it is a special civil action of certiorari. The latter commands us to merely determine whether there is basis established on record to support the findings of a tribunal and such findings meet

the required quantum of proof, which in this instance, is substantial evidence. Our deference to the expertise acquired by quasi-judicial agencies and the limited scope granted to us in the exercise of certiorari jurisdiction restrain us from going so far as to probe into the correctness of a tribunal's evaluation of evidence, unless there is palpable mistake and complete disregard thereof in which case certiorari would be proper. In plain terms, in certiorari proceedings, we are concerned with mere "errors of jurisdiction" and not "errors of judgment." Thus:

> The rule is settled that the original and exclusive jurisdiction of this Court to review a decision of respondent NLRC (or Executive Labor Arbiter as in this case) in a petition for certiorari under Rule 65 does not normally include an inquiry into the correctness of its evaluation of the evidence. Errors of judgment, as distinguished from errors of jurisdiction, are not within the province of a special civil action for certiorari, which is merely confined to issues of jurisdiction or grave abuse of discretion. It is thus incumbent upon petitioner to satisfactorily establish that respondent Commission or executive labor arbiter acted capriciously and whimsically in total disregard of evidence material to or even decisive of the controversy, in order that the extraordinary writ of certiorari will lie. By grave abuse of discretion is meant such capricious and whimsical exercise of judgment as is equivalent to lack of jurisdiction, and it must be shown that the discretion was exercised arbitrarily or despotically. For certiorari to lie there must be capricious, arbitrary and whimsical exercise of power, the very antithesis of the judicial prerogative in accordance with centuries of both civil law and common law traditions."[8]

The Court entertains no doubt that the foregoing doctrines apply with equal force in the case at bar.

In any event, granting that we may have to delve into the facts and evidence of the parties, we still find no puissant justification for us to adjudge both the Labor Arbiter's and NLRC's appreciation of such evidence as indicative of any grave abuse of discretion.

First. Petitioner places so much emphasis on its argument that private respondent did not produce a copy of the contract pursuant to which he rendered services. This argument is, of course, puerile. The absence of such copy does not in any manner negate the existence of a contract of employment since "(C)ontracts shall be obligatory, in whatever form they have been entered into, provided all the essential requisites for their validity are present."[9] The only exception to this rule is "when the law requires that a contract be in some form in order that it may be valid or enforceable, or that a contract be proved in a certain way." However, there is no requirement under the law that the contract of employment of the kind entered into by petitioner with private respondent should be in any particular form. While it may have been desirable for private respondent to have produced a copy of his contract if one really exists, but the absence thereof, in any case, does not militate against his claims inasmuch as:

> No particular form of evidence is required to prove the existence of an employer-employee relationship. Any competent and relevant evidence to prove the relationship may be admitted. For, if only documentary evidence would be required to show that relationship, no scheming