

## SPECIAL FIFTH DIVISION

[ CA-G.R. SP NO. 79290, June 22, 2006 ]

**AL FATIH MANPOWER SERVICES / FATIMA OLIMPO,  
PETITIONERS, VS. NATIONAL LABOR RELATIONS COMMISSION  
AND MAUREEN ALUDA, RESPONDENTS.**

### DECISION

**BARRIOS, J.:**

In this petition for certiorari, the petitioners Al Fatih Manpower Services (or Al Fatih for brevity) and Fatima Olimpo (or Olimpo) assail the Decision dated January 31, 2003, and the Order dated May 7, 2003 issued by the National Labor Relations Commission (or NLRC) in favor of the respondent Maureen Aluda (or Aluda) for having been issued with grave abuse of discretion.

In a complaint for *salary differentials, damages and attorney's fees* before the Labor Arbiter, Aluda claimed that she was recruited by Al Fatih to work as a domestic helper in the household of Abdul Aziz Mohamad Ahmad (or Ahmad) in Kuwait for a period of two (2) years with a monthly salary of Ninety Kuwaiti Dinars (KD90.00). On June 8, 1998, she and her foreign employer Ahmad represented by D'Jure Manpower International Services (or D'Jure), signed an employment contract in the presence of Al Fatih. But Al Fatih had no signature in the employment contract because at the time it was not yet an accredited recruitment agency.

After the completion of her papers and full payment of the placement fee, Aluda departed for Kuwait on June 17, 1998 and on arrival commenced work. Ahmad volunteered to remit her monthly salary to her family in the Philippines. Aluda however discovered later that she was being paid only KD45.00 instead of the KD90.00 agreed upon by them in their contract. She brought the matter up with Ahmad but this was ignored and he continued to pay her KD45.00 until her contract expired. She was on her way back to the Philippines when Aluda realized that she had left her brand new radio tape in the house of Ahmad. She tried to retrieve this through her daughter in Kuwait but failed. On the bases of these, Aluda sued Al Fatih, Ahmad and D'Jure for the payment of salary differentials, damages and attorney's fees.

In its traverse, D'Jure contended that Aluda has no cause of action against it because on June 10, 1999 Olimpo as the president of Al Fatih, executed an Affidavit of Assumption of Responsibility where she assumed full responsibility for all contractual obligations of its foreign principal to all workers recruited by D'Jure.

For its part, Al Fatih claimed that it did not participate in the recruitment and deployment abroad of Aluda because the company was established only on March 1999 while Aluda was recruited sometime in June 1998. Al Fatih also maintained that there is no basis for Aluda's claim that she was underpaid because her

employment contract with Ahmad indicated that her monthly salary was KD45.00.

On April 4, 2001, the Labor Arbiter rendered a Decision, disposing that:

WHEREFORE, the respondent Al Fatih Manpower Services is hereby ordered to immediately pay complainant the following:

Salary differentials: (KD95.00 - KD45.00 x 25 mos. X P155.60)	P194,500.00
Brand new radio tape: (KD11.00 x P155.60)	1,711.60
Add: 10% of the award as attorney's fees	<u>19,621.16</u>
TOTAL	<u>P215,832.76</u>

SO ORDERED. (p. 31, rollo)

Al Fatih appealed this to the NLRC which rendered the assailed Decision dated January 31, 2003, holding that:

WHEREFORE, the appeal of respondent Al Fatih Manpower Services is dismissed. Let the entire record of this case be returned to the office of origin for execution.

SO ORDERED. (p. 26, rollo)

A motion for reconsideration was filed by Al Fatih but this was denied by the NLRC in its Order dated May 7, 2003.

Hence, Al Fatih sought relief through this petition raising the following issues for consideration:

I

THE PUBLIC RESPONDENT NLRC COMMITTED A REVERSIBLE ERROR IN HOLDING THE PETITIONER LIABLE TO THE MONETARY CLAIMS OF THE PRIVATE RESPONDENT DESPITE OF THE FACT THAT THE PARTIES HAVE NO RELATIONSHIP WHATSOEVER.

II

THE PUBLIC RESPONDENT NLRC COMMITTED A REVERSIBLE ERROR IN RENDERING THE QUESTIONED DECISION WITHOUT FIRST FURNISHING THE HEREIN PETITIONER A COPY OF THE SUPPOSED AFFIDAVIT OF ASSUMPTION OF RESPONSIBILITY SUPPOSEDLY EXECUTED BY THE PETITIONER IN VIOLATION OF DUE PROCESS OF LAW.

III

THE PUBLIC RESPONDENT NLRC COMMITTED A REVERSIBLE ERROR IN