

SEVENTH DIVISION

[CA-G.R. SP NO. 92032, August 17, 2006]

**SAMEER OVERSEAS PLACEMENT AGENCY, INC., PETITIONER, VS.
HONORABLE NATIONAL LABOR RELATIONS COMMISSION,
SECOND DIVISION, HONORABLE LUTRICIA QUITEVIS-
ALCONCEL, IN HER OFFICIAL CAPACITY AS LABOR ARBITER OF
NLRC, MR. RICARDO B. PERONA, IN HIS OFFICIAL CAPACITY AS
SHERIFF OF THE NLRC AND DOMINGO ROXAS, RESPONDENTS.**

DECISION

COSICO, J.:

This is a petition for *certiorari* under Rule 65 of the 1997 Rules of Civil Procedure which seeks to annul and set aside the following:

1. the Resolution^[1] dated August 31, 2005 issued by public respondent National Labor Relations Commission (NLRC) in NLRC IC 0001180-02 (POEA-00-09-2676-96);
2. the Order^[2] dated June 30, 2003 issued by public respondent Labor Arbiter Lutricia F. Quitevis-Alconcel in OFW NLRC Case No. 00-09-2676-96; and
3. the Notice of Garnishment^[3] issued by the NLRC in NLRC-NCR Case No. 00-09-2676-96.

The Facts

The instant case stems from a complaint^[4] for underpayment of salaries/wages, illegal deductions, attorney's fees and litigation expenses instituted by herein private respondent Domingo Roxas against Sameer Overseas Placement Agency, Inc. (Sameer Overseas, for brevity), which was docketed as NLRC OCW Case No. 00-09-2676-96. The facts established in the said case, as narrated by Labor Arbiter Arthur L. Amansec in his Decision^[5] dated July 16, 1998 are as follows:

"Records show that complainant Domingo Roxas worked as heavy duty driver at the Kingdom of [Saudi] Arabia with Arabian Fal Company for Contracting and Trading (AFALCO, for brevity) as the foreign employer. Complainant was hired through the facilities of respondent Sameer Overseas Placement (Sameer, thereafter) under the following terms:

Position: [Heavy] Equipment Driver

Salary: US \$ 420.00

Duration: one (1) year

"In his complaint/Position Paper, complainant stated that he worked at Rahima, KSA for [AFALCO] with a salary of US \$420.00 a month for one (1) year contract and extendible for another year. He started working on June 25, 1994 and for a duration of his one year employment, complainant received a monthly salary of SR 775.00 which is equivalent to only \$200.00 [and] that his total claim for salary differentials amount to P140,875.00.

"Complainant further stated that he has no knowledge of the change of accreditation of his employer AFALCO from, respondent Sameer to IDG Trading & General Services.

"Respondent Sameer, in its Answer, denied the claims for underpayment of salaries and illegal deductions because complainant was paid his salaries every month in accordance with the Contract of Employment. It further alleged that while complainant was originally recruited, hired and deployed by Sameer for its [accredited] foreign principal AFALCO, the accreditation of the latter was however transferred to IDG Trading and General Services, whereby the latter thru its President/General Manager, Mr. Alberto F. Reyes, Jr. executed an affidavit of Assumption of Responsibility stating among others, to wit:

1. x x x

2. That Arabian Fal Company for contracting and Trading, our principal (foreign), a company duly organized and existing under the laws of the Saudi Arabia with principal office at P.O. Box 88, Restanura 3194 K.S.A. has designated our company as its lawful representative in the Philippines;

3. That as agent of the above-principal in the Philippines our company is willing to assume any and all liabilities that may arise or that may have arisen with respect to the workers recruited and deployed by Sameer Overseas Placement Agency, Inc.

"That pursuant thereto the Landbased Projects Accreditation Division of POEA issued a Certification to the effect that the principal AFALCO is accredited to IDG Trading and General Services effective March 6, 1995 and valid until March 6, 1997.

"That henceforth the transferee local agency is the third party respondent IDG Trading.

"Respondent Sameer maintained that the instant case should be dismissed against it.

"Subsequently, respondent Sameer filed a Motion to Admit Third Party Complaint citing the aforementioned allegations as grounds therefor and prayed that summons be issued to IDG Trading.

"Summons was issued to IDG Trading but the same was returned unserved indicating that it cannot be located."^[6]

In his Decision, Labor Arbiter Amansec ordered Sameer Overseas to pay Roxas salary differentials for twenty-four (24) months computed at US\$200.00. Sameer Overseas was considered liable for such amount on the following basis–

"Although IDG appears to have assured the liabilities of respondent Sameer, the latter cannot, in justice, escape liability considering that IDG appears to have eluded our summons and the lack of notice to, consent and/or knowledge by complainant of the change in accreditation."^[7]

Sameer Overseas' appeal from the decision of the labor arbiter to the NLRC was dismissed; thus, it filed a petition for *certiorari*^[8] with this Court, which was docketed as CA-G.R. SP No. 55990. In the meantime, the decision declaring herein petitioner liable to the private respondent became final and executory, prompting the latter to file with the NLRC an ex-parte motion for the issuance of a writ of execution^[9]. Accordingly, the NLRC issued the corresponding writ of execution, and a notice of garnishment^[10] covering the bank account of petitioner Sameer Overseas in United Coconut Planters Bank (UCPB), Makati Avenue Branch.

Feeling aggrieved by these issuances, Sameer Overseas filed separate motions to quash/recall the writ of execution and notice of garnishment.

The Ruling of the Labor Arbiter

The motion to quash/recall writ of execution was denied via an Order dated October 28, 2002. The motion to quash/recall notice of garnishment, on the other hand, was denied by public respondent Labor Arbiter Lutricia F. Quitevis-Alconcel in her Order^[11] dated June 30, 2003, the pertinent portions of which read –

"In our Order dated October 28, 2002, the undersigned had exhaustively discussed on why respondent Sameer's October 4, 2002 Motion to Quash was denied. We hereby reiterate the same again adopting it as we DENY its December 19, 2002 aforementioned Motion to Quash, etc.

"WHEREFORE, the December 19, 2002, Motion to Quash is hereby DENIED for utter lack of merit.

"Let an Alias Writ of Execution be issued.

"SO ORDERED."^[12]

The Ruling of the NLRC

Sameer Overseas' appeal from the Order of the labor arbiter was denied for lack of merit by the NLRC via a resolution dated June 30, 2003. Its motion for reconsideration was denied in a resolution^[13] dated August 31, 2005, the dispositive portion of which provides –

"**WHEREFORE**, in the light of the foregoing this Motion for Reconsideration is hereby DENIED for lack of merit."No further Motion for