Supreme Court E-Library

either of the two consolidated cases, when relevant, would be considered in the other, is now estopped from asserting the contrary now that he had lost both cases.

And more significantly, since plaintiff-appellant's title was cancelled in the Reversion Case, he has lost any cause of action he may have had in the Ejectment Case. The appeal in the Reversion Case (CA-G.R. No. 41960-R) had been resolved against plaintiff-appellant on December 13, 1972.

3. The foregoing discussions also dispose of the third issue raised, which is but a consequence of the first two errors assigned.

WHEREFORE, the judgment of the then Court of First Instance of Leyte, Branch IV, is hereby affirmed *in toto*. Costs against plaintiff-appellant.

SO ORDERED.

Teehankee (Chairman), Plana, Relova, Gutierrez, Jr., de la Fuente, and *Alampay, JJ.,* concur.

SECOND DIVISION

[G.R. No. L-41039. April 30, 1985]

EBILIO BONGAT, JUANITO RICAFORTE, LUIS VISCA, ANTONIO DE LA PEÑA, HUGO PRESENTE, AMADO CASTRO, BERNARDINO LAMBAN, BENJAMIN BIRBOÑA, BENJAMIN CASUPANG, RUFO SAMSON, and REYNO REYES, *petitioners, vs.* BUREAU OF LABOR RELATIONS, QUALITY CONTAINER CORPORATION, and NATIONAL ASSOCIATION OF WORKERS OF THE PHILIPPINES, *respondents.*

SYLLABUS

LABOR AND SOCIAL LEGISLATION; LABOR LAW; BUREAU OF LABOR RELATIONS; EXPIRATION OF DURATION

Supreme Court E-Library

OF COLLECTIVE BARGAINING AGREEMENT; RENDERED GRAVE ABUSE OF DISCRETION; ISSUE IN CASE AT BAR MOOT AND ACADEMIC.— As things now stand, considering the lapse of time, and the fact that the three (3) year duration of the CBA had already expired on December 31, 1977, the resolution of the issue aforestated has now become moot and academic. Moreover, in the light of the prayer of the petition, it would seem that this case is now moot and academic, the writ of mandatory injunction prayed for being already impossible of enforcement, for, there is nothing to recall at this stage. No useful purpose would then be served by passing on the merits of the petition. Any ruling in the instant case could hardly be of any practical or useful purpose in the premises. It is a settled rule that a court will not determine moot question or abstract proposition, nor express an opinion in a case in which no practical relief can be granted.

APPEARANCES OF COUNSEL

Villsuz, Villaluz, Villstrus & Padilla for petitioner.

Generoso V. Jacinto for respondent Quality Container Corp.

Martiniano Valdisimo for respondent Union.

RESOLUTION

CUEVAS, *J.*:

This petition for CERTIORARI with preliminary mandatory injunction questions the alleged grave abuse of discretion committed by the Bureau of Labor Relations, Ministry of Labor, in issuing the Order[1] dated June 17, 1975 in BLR Case No. 177, which denied the appeal of petitioners from the REPORT[2] of Med-Arbiter Danilo P. Cruz recommending the certification of the Collective Bargaining Agreement (CBA) entered into between the National Association of Workers of the Philippines (NAWOP) and the management of Quality Container Corporation embodying the terms and conditions

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[1] Page 33,

[2] Page 24, *Rollo*.

Supreme Court E-Library

of employment of the rank-and-file employees of the Quality Container Corporation effective for three (3) years from December 2, 1974 to December 31, 1977.

The National Association of Workers of the Philippines (NAWOP for short), respondent herein, was certified by the defunct Court of Industrial Relations (CIR) in an order dated July 15, 1974 in Case No. 4067-MC as the sole and exclusive bargaining agent of the rank-and-file employees of Quality Container Corporation (Company for short), a duly registered and existing domestic corporation with business address at No. 37 Eulogio Drive, Barrio Kangkong, Quezon City.

Bargaining negotiations of the terms and conditions of employment of the rank-and-file employees of the Company ensued thereafter between NAWOP and the management of the Company. A Collective Bargaining Agreement (CBA) was finally formulated on December 7, 1974 and was subsequently submitted for certification with the Bureau of Labor Relations, Ministry of Labor as required by the Labor Code, docketed as BLR Case No. 177, assigned to Med-Arbiter Danilo P. Cruz.

On December 17, 1974, a "Petisyon"[3] allegedly signed by 254 employees of the Company led by petitioners herein, opposed the certification of the CBA, alleging therein, that they were not informed of the contents of the CBA; that they have not approved nor ratified the same; and that they have disaffiliated from NAWOP as of November 12, 1974.

After hearing, the parties were required to submit their respective position papers. Respondent NAWOP filed its memorandum attaching thereto a document entitled "Kapasiyahan ng Pagpapatibay ng Kasunduan"[4] purportedly signed by 319 employees of the Company, declaring that they have signed and approved the CBA on November 29, 1974 at Barrio Kangkong, Balintawak, Quezon City. Petitioners assailed the genuineness of the signatures in that

[3] Page 11, *Rollo.*

[4] Page 16, *Rollo.*

Supreme Court E-Library

"Kapasiyahan" by submitting individual affidavits of 138 employees uniformly stating that the CBA between NAWOP and the Company was entered into over and against affiant's objection and that affiant is one of the signatories in the letter of disaffiliation submitted to NAWOP on November 12, 1974. Respondent NAWOP, on the other hand, submitted the affidavits of its chapter officers and board members affirming the authenticity of the signatures in the "Kapasiyahan", the same having been solicited by them personally.

After considering all the documentary evidence submitted, Med-Arbiter Danilo P. Cruz rendered a report finding no adequate evidence to support petitioners' contention as to the irregularities surrounding the ratification of the CBA, Arbiter Cruz then recommended the immediate certification of the CBA. Consequently, on June 4, 1975, the Bureau of Labor Relations thru its Officer-In-Charge, George A. Eduvala, acting on the recommendation of its certification division and the report of Med-Arbiter Danilo P. Cruz, certified the CBA entered into between NAWOP and the Company.[5] Meanwhile, petitioners appealed from the report of Med-Arbiter Danilo P. Cruz with the Bureau of Labor Relations which, however, denied the same on June 17, 1975 on the ground that the requirements for certification of a CBA set forth in Section 2, Rule IX, Book IV of the Rules and Regulations Implementing the Labor Code have been complied with.

Hence, this petition for Certiorari with prayer that a writ of preliminary mandatory injunction be issued directing respondent Bureau of Labor Relations to recall the certification dated June 4, 1975 of the CBA between NAWOP and the Company. The respondents were required to file their respective comments on the petition which they did. Said Comments were subsequently considered as answers in the resolution of this Court of January 14, 1976. Thereafter the parties were required to file their respective memoranda. After all the parties have filed their respective memoranda, the case was considered submitted for resolution.

Petitioners contend that respondent Bureau of Labor Relations committed grave abuse of discretion when it prematurely certified

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[5] Page 34, *Rollo*.

Supreme Court E-Library

the CBA instead of conducting a full dress investigation considering the opposition to its certification and an appeal was pending with the Bureau of Labor Relations; in denying the appeal despite the existence of valid grounds; and in ordering that "any issue as to the truth of the contents of the affidavit can best be resolved in civil courts" despite the fact that it is within its jurisdiction to make such an inquiry.

The sole issue to be resolved in the instant case is: whether or not the Bureau of Labor Relations gravely abused its discretion when it certified the CBA entered into between NAWOP and the management of Quality Container Corporation covering the period of three (3) years from December 2, 1974 to December 31, 1977.

As things now stand, considering the lapse of time, and the fact that the three (3) year duration of the CBA had already expired on December 31, 1977, the resolution of the issue aforestated has now become moot and academic. Moreover, in the light of the prayer of the petition, it would seem that this case is now moot and academic, the writ of mandatory injunction prayed for being already impossible of enforcement, for, there is nothing to recall at this stage. No useful purpose would then be served by passing on the merits of the petition. Any ruling in the instant case could hardly be of any practical or useful purpose in the premises. It is a settled rule that a court will now determine moot question or abstract proposition, nor express an opinion in a case in which no practical relief can be granted.[6]

WHEREFORE, the petition is hereby DISMISSED for being moot and academic. No costs.

SO ORDERED.

Makasiar, Aquino, Abad Santos and *Escolin, JJ.*, concur.

Concepcion Jr., J., on leave.

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[6] Central Azucarera Don Pedro *vs.* Don Pedro Security Guards Union, 22 SCRA 1053.