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FIRST DIVISION

[G.R. No. 63535. May 27, 1985]

PHILIPPINE INTERNATIONAL SHIPPING CORPORATION, *petitioner, vs.* **HONORABLE NATIONAL LABOR RELATIONS COMMISSION AND BRIGIDO SAMSON, represented by wife, NORMA S. SAMSON,** *respondents.*

SYLLABUS

1. **LABOR AND SOCIAL LEGISLATION; WORKMEN'S COMPENSTION; DISABILITY COMPENSATION BENEFITS AND HOSPITAL EXPENSES; FIXING OF THE AWARD IN DOLLARS NOT UNLAWFUL; CASE AT BAR.**— While it is true that Republic Act No. 529 makes it unlawful to require payment of domestic obligations in foreign currency, this particular statute is not applicable to the case at bar. A careful reading of the decision rendered by the Executive Director of the NSB dated April 2, 1981 and which led to the writ of Execution protested by the petitioner, will readily disclose that the award to the private respondent does not compel payment in dollar currency but in fact expressly allows payment of "its equivalent in Philippines currency." Moreover, as pointed out by public respondent, without any subsequent controversion interposed by petitioner, the fixing of the award in dollars was based on the parties employment contract, stipulating wages and benefits in dollars since private respondent was engaged in an overseas seaman on board petitioner's foreign vessels.

2. **ID.; ID.; ID.; AGREEMENT TO RECEIVE LESS COMPENSATION IS NOT VALID.**— In the case of *MRR Yard Crew Union versus Philippine National Railways*, 72 SCRA 88 (1976), this Court held that the fact that the employee "has signed a satisfaction receipt does not result in waiver; the law does not consider as valid any agreement to receive less compensation than that the worker is entitled to recover."

3. **ID.; NATIONAL LABOR RELATIONS COMMISSION; FINDINGS OF FACT OF THE NLRC ARE ENTITLED TO RESPECT.**— A decision on a question of fact by an

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administrative body is entitled to respect. Courts, as a rule, refuse to interfere with proceedings undertaken by administrative bodies or officials in the exercise of administrative functions, absent any showing that such decision was rendered in consequence of fraud, imposition or mistake. It was also stated in *Kapisanan ng Manggagawa sa Camara Shoes vs. Camara Shoes*, 112 SCRA 689, that findings of fact of National Labor Relations Commission are generally entitled to respect except when there is grave abuse of discretion, a circumstance which however we do not find attendant in the case at bar.

4. **ID.; ID.; FAILURE TO FILE MOTION TO DISMISS THE APPEAL NEGATES AN INFERENCE THAT THE PARTIES HAD AGREED THAT THE PAYMENT WAS IN FULL SATISFACTION OF THE AWARD.**— We also note that the release document was executed by private respondent on May 7, 1981 during the pendency of the appeal made to the NLRC by petitioner Philippine International Shipping Corporation, from the decision of the National Seamen Board, dated April 2, 1981. Despite the execution of said release document, the petitioner herein did not file any motion to dismiss its appeal or to have said appealed case declared terminated due to the alleged satisfaction of the judgment. This omission negates an inference that the parties had actually agreed that the payment of the ₱18,000.00 would be equivalent to a full satisfaction of the award and/or a waiver of the balance on the award.

APPEARANCES OF COUNSEL

Gamaliel G. Bongco for petitioner.
Doroteo A. Dadal for private respondent.

D E C I S I O N

ALAMPAY, *J.*:

The case at bar stems from a claim for disability compensation benefits and hospitalization expenses under employment contract, filed by private respondent herein, Brigido Samson, against the petitioner before the National Seaman's Board (NSB).

On April 2, 1981, a decision was rendered on by the Executive Director of the NSB, ordering petitioner herein to:

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"1. Pay complainant the sum of US $3,800.00 or its equivalent in Philippine Currency as disability compensation benefits; and

"2. Pay complainant's counsel' Atty. Doroteo A. Dudal, the sum of US $380.00 or its equivalent in Philippine Currency as attorney's fees.

"Payment of these amounts should be coursed thru the National Seamen Board."

Not satisfied with the foregoing judgment, petitioner appealed to the NLRC. During the pendency of said appeal, petitioner offered ₱18,000.00 to private respondent. On May 7, 1981, private respondent received said amount and executed a "Release" document stating therein the following:

"*RELEASE*

"I, *BRIGIDO SAMSON*, do hereby certify to the following facts and circumstances:

"1) That I had been employed by the PHILIPPINE INTERNATIONAL SHIPPING CORPORATION (PISC) as *2nd Engineer* on its vessel the *M/V "ASEAN KNOWLEDGE"* from *May 31, 1980* to *February 12, 1981.*

"2) That my last day of service on board was on February 12, 1981.

"3) That for a just, legal and valid cause, I had been repatriated due to illness after arrival in Manila on *February 12, 1981.*

"4) That I received all salaries, wages and other compensation due me during the period of my incapacity.

"5) That I assumed responsibility of paying the services of the Lawyer who represents my case with the NSB against PISC in claiming for my compensation benefits which amounted to ₱18,000.00.

"6) That I hereby declare and affirm that I accept the validity and legality of my separation and express my desire and intention to release the Philippine International Shipping Corporation (PISC) for any claim that may accrue to my favor whether contractual, equitable or legal in character in the course of my employment with said company and whatever right I have against the same in consequence of the termination of my employment.

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"SIGNED THIS 7th DAY OF May, 1981 in Quezon City.

"(SGD.) *BRIGIDO SAMSON*

WITNESS:

_____(SGD.)

(Annex B, Petition, *Rollo* 15).

When private respondent executed the aforestated Release document, he was then undergoing Medical treatment for the injury he sustained while on board petitioner's vessel M/V Asean Knowledge as a Second Engineer therein.

On December 17, 1981, the appealed decision was affirmed by the NLRC. After the said decision reached finality, the corresponding writ of execution was issued and served on petitioner. On April 28, 1982, the Sheriff who served the writ submitted a report to the Board, stating that petitioner had paid ₱18,000.00 to private respondent herein which the latter accepted and evidenced by a voucher and a "Release" document dated May 7, 1981; and that because of said payment, the Sheriff had in the meantime refrained from collecting the balance of the award until the Board shall have passed upon this matter.

On May 19, 1982, the Board issued an Order calling the parties to a hearing. During the scheduled hearing on June 7, 1982, private respondent maintained that the ₱18,000.00 was accepted by him only as partial payment of the award since he badly needed the money for his on-going medical treatment. Petitioner herein, however, insisted that said amount constituted full payment of the award.

On June 17, 1982, an Order was issued by the Board:

"Considering all the foregoing, the Board is of the opinion and so hold that the amount paid and the circumstances surrounding the payment of ₱18,000.00 to complainant do not appear to be full compliance of the decision award rendered by this Board in its decision dated April 2, 1981, as affirmed on appeal by the NLRC in its decision promulgated December 17, 1981. At most, the sum of ₱18,000.00 paid to complainant would constitute only as partial compliance with the said decision but not a waiver of the balance including the attorney's fees.

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"WHEREFORE, let an amended writ of execution issue as to the balance of the unpaid decision award and as to the attorney's fees."

Pursuant to the said Order, an amended Writ of Execution was forthwith issued. Petitioner herein however, filed a motion to quash the amended writ of execution. In a Resolution dated July 26, 1982, the Board denied the said motion, Petitioner appealed the denial of its motion to herein respondent NLRC. On December 20, 1982, the NLRC rendered a resolution dismissing petitioner's appeal.

Hence, this instant petition for *certiorari*, with petitioner attributing to the NLRC the commission of the following alleged errors, namely:

"1. The respondent NLRC erred in not quashing the amended writ of execution despite the release already executed by private respondent.

"2. The respondent NLRC erred in recognizing a clearly illegal decision, because said decision orders payment in the dollar standard in violation of law."

We find no merit whatsoever in the petition.

The only issue in this case that may be said to approximate and raise a question of law is the submission of petitioner that the directive in the decision, affirmed by the NLRC, ordering payment of the award using the dollar standard is in violation of law. We find however this petition taken by petitioner to be untenable.

While it is true that Republic Act No. 529 makes it unlawful to require payment of domestic obligations in foreign currency, this particular statute is not applicable to the case at bar. A careful reading of the decision rendered by the Executive Director of the NSB dated April 2, 1981 and which led to the Writ of Execution protested to by petitioner, will readily disclose that the award to the private respondent does not compel payment in dollar currency but in fact expressly allows payment of "*its equivalent in Philippine currency.*" (*Rollo*, pg. 14)

Moreover, as pointed out by public respondent, without any subsequent controversion interposed by petitioner, the fixing

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of the award in dollars was based on the parties employment contract, stipulating wages and benefits in dollars since private respondent was engaged in an overseas seaman on board petitioner's foreign vessel. (Comment of respondent NLRC to the Petition, pg. 10, *Rollo*, 49)

Accordingly, we fail to see any violation of R.A. No. 529.

As to petitioner's principal contention that its payment of ₱18,000.00 under the document of release executed by private respondent constitutes full satisfaction of the award, We uphold the ruling of the public respondent NLRC on this matter and find no error, much less grave abuse of discretion on the part of respondent NLRC in rejecting such assertion.

In the case of *MRR Yard Crew Union versus Philippine National Railways*, 72 SCRA 88 (1976), this Court held that the fact that the employee "has signed a satisfaction receipt does not result in waiver; the law does not consider as valid any agreement to receive less compensation than that the worker is entitled to recover."

Moreover, from the records it appears that there was a hearing on June 7, 1982 called by the National Seamen Board precisely to consider and resolve whether the payment of ₱18,000.00 admittedly made by petitioner was in full or partial satisfaction of the award for disability compensation benefits due to the private respondent. The said Board gave credit to the manifestations of private respondent that the latter was constrained to accept the payment of ₱18,000.00 and execute the release of document as at that time he was still undergoing on-going medical treatment for which apparently he needed funds for his expenses. (Order of June 17, 1982 of the National Seamen Board; Annex C of Petition, *Rollo*, pp. 16-17). A decision on a question of fact by an administrative body is entitled to respect. Courts, as a rule, refuse to interfere with proceedings undertaken by administrative bodies or officials in the exercise of administrative functions, absent any showing that such decision was rendered in consequence of fraud, imposition or mistake. (*Nera vs. Titong, Jr.*, 56 SCRA 40, 44, citing *Manuel vs. Villena*, 37 SCRA 745; *Venancio Lim, Sr. vs. Secretary of Agriculture*, 34 SCRA 751). It was also stated in *Kapisanan ng Manggagawa*

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sa Camara Shoes vs. Camara Shoes, 112 SCRA 689, that findings of fact of National Labor Relations Commission are generally entitled to respect except when there is grave abuse of discretion, a circumstance which however we do not find attendant in the case at bar.

Aside from the reasons above-stated, we also note that the release document was executed by private respondent on May 7, 1981 during the pendency of the appeal made to the NLRC by petitioner Philippine International Shipping Corporation, from the decision of the National Seamen Board, dated April 2, 1981. Despite the execution of said release document, the petitioner herein did not file any motion to dismiss its appeal or to have said appealed case declared terminated due to the alleged satisfaction of the judgment. This omission negates an inference that the parties had actually agreed that the payment of the ₱18,000.00 would be equivalent to a full satisfaction of the award and/or a waiver of the balance on the award.

It is also worth noting that the questioned decision of the NLRC dated December 17, 1981, affirming the decision of the National Seamen Board, does not appear to have been the subject of any challenge or appeal whatsoever. It was only after the National Seamen Board had issued its order of June 17, 1982 directing petitioner to pay the balance still remaining on its previous decision award and directing the issuance of an amended writ of execution that petitioner took exception to the decision of the NLRC which had long become final by alleging that the decision of the National Seamen Board which the NLRC had affirmed, is in violation of law. Petitioner may not now evade the effects of a final NLRC decision by assailing the writ of execution issued pursuant thereto.

WHEREFORE, the petition in this case is hereby dismissed for lack of merit. Costs against petitioner.

SO ORDERED.

Teehankee (Chairman), *Melencio-Herrera*, *Plana*, *Relova*, *Gutierrez, Jr.*, and *De la Fuente*, *JJ.*, concur.