FIRST DIVISION

GODOFREDO MORALES, Petitioner,	**G.R. No. 149285**
	Present:
- *versus* -	PANGANIBAN, *C.J.* Chairperson, YNARES-SANTIAGO, AUSTRIA-MARTINEZ, CALLEJO, SR., and CHICO-NAZARIO, *JJ.*
SKILLS INTERNATIONAL COMPANY AND/OR MAHER DAAS AND MARIVIC DAAS AND/OR WALLAN ALWALLAN, Respondents.	Promulgated: August 30, 2006

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D E C I S I O N

CHICO-NAZARIO, *J.*:

Before this Court is a Petition for Review on *Certiorari* assailing the Court of Appeals' Decision[1] dated 28 November 2000in CA-G.R. SP No. 58795. The Court of Appeals' Decision dismissed petitioner's Petition for *Certiorari* and had, in effect, affirmed the Resolution[2] of the National Labor Relations Commission (NLRC) which in turn sustained the findings of the Labor Arbiter[3] that petitioner did not have a cause of action against respondent Skills International Company (Skills International).

The antecedent facts are as follows:

On 1 September 1997, petitioner filed a Complaint against respondent Skills International before the NLRC claiming that he was illegally dismissed from service by his foreign employer, Wallan Al Wallan. In his Complaint,[4] petitioner sought the payment of the following: unpaid salaries for one and one-half months; refund of his plane fare; illegal deductions; attorney's fees and litigation expenses; and moral and exemplary damages. The complaint was amended on 2 October 1997[5] to impleadrespondents Maher Daas, Marivic Daas, and Wallan Al Wallan. Petitioner likewise sought the payment of these items: the six and one-half months unexpired portion of his contract; refund of the amount of 5,000.00 Saudi Riyals allegedly deducted from his salary; unpaid overtime pay and medical care.

In his Position Paper,[6] petitioner alleged that his employment was illegally terminated on 14 April 1997 in gross violation of the Constitution and of the Labor Code. Because of this, he claimed that he was entitled to receive payment for the unexpired portion of his employment agreement as well as moral, exemplary, and nominal damages, and attorney's fees.

For its part, respondent Skills International alleged that it previously deployed petitioner for work abroad in April 1995 until he came home in July 1996. Later on, petitioner met his new employer at respondent Skills International's office in Malate,Manila. Respondent Skills International, however, clarified that petitioner's new employer, Wallan Al Wallan, was not its accredited principal. This being the case, it argued that petitioner did not have any cause of action against it because as a recruitment agency, it could only be held solidarily liable with the employer if the latter is an accredited principal of the agency. Respondent Skills International also averred that petitioner's deployment was processed under the *Balik Manggagawa* program of the government so that he could immediately return to work abroad.[7]

On 31 July 1998, Labor Arbiter Felipe Pati rendered a Decision[8] dismissing the case for lack of merit stating that if there was anyone liable for petitioner's illegal dismissal, it was none other than his foreign employer, Wallan Al Wallan.

Petitioner then filed an appeal with the NLRC but the same was resolved against him[9] prompting petitioner to elevate his case to the Court of Appeals. In

the Decision now assailed before us, the Court of Appeals dismissed his Petition for *Certiorari* with the decretal portion of the Decision stating:

> WHEREFORE, for lack of merit, the instant petition is DISMISSED.[10]

In sustaining the NLRC, the Court of Appeals stated that petitioner's arguments were a mere reiteration of those he earlier presented before the NLRC and which were already passed upon by the latter.[11] The Court of Appeals also held that petitioner failed to present any basis to support his argument that the NLRC committed grave abuse of discretion in resolving the case in favor of respondent Skills International.[12]

Petitioner filed a Motion for Reconsideration but this was denied;[13] hence, the present recourse where petitioner argues that the Court of Appeals erred in its findings that:

> a.) There is no formal, valid and signed contract of employment that binds the petitioner and the private respondents;
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> b.) Petitioner was hired directly by his foreign employer and was processed as a *Balik-Manggagawa;* and
>
> c.) Petitioner did not pay any placement fee and he did not mention that he was deducted placement fee by the respondent [Skills International].[14]

Petitioner claims that the relationship between Wallan Al Wallan and respondent Skills International was sufficiently established when the latter stated in its Position Paper that it was in its office in Malate, Manila, where petitioner met his new employer. Petitioner insists that if Wallan Al Wallan were not an accredited principal of respondent Skills International, then he had no business being in the latter's office. But since as petitioner and Wallan Al Wallan met each other within the confines of respondent Skills International's office, it can be said that respondent Skills International had a hand in their meeting. More than this, it was respondent Skills International which handled his deployment for work abroad as a *balik-manggagawa.*

Petitioner also points out that in the medical examination report dated 6 September 1996 issued by Angelina ApostolPunzalan Medical Clinic,[15] it is clearly stated that it was respondent Skills International which recommended him for physical examination. He argues that the medical clinic would not have attended to him had it not been for the referral of respondent Skills International as under Section 3, Rule VII, Book II of the Philippine Overseas Employment Administration Rules and Regulations Governing Overseas Employment, [16] "[m]edical examination of workers for overseas employment shall be conducted only after the agency and/or its principal shall have interviewed and trade tested or have pre-qualified the worker for an existing overseas position duly covered by an approved job order."[17]

Likewise, in the Standard Employment Contract for Various Skills[18] which petitioner signed, it is stated that his local placement agency is respondent Skills International while his principal in Riyadh, Saudi Arabia, is Wallan Al Wallan. Petitioner claims that while he signed and even affixed his thumbmark on said contract, he avers that he could not explain why no responsible officer or employee of respondent Skills International signed said document.

In addition, petitioner maintains that he does not fall within the category of *balik-manggagawa* as the term refers to "alandbased contract worker who is on vacation or on emergency leave, and who is returning to the same work site to resume his employment."[19] Obviously then, he should not have been considered as a *balik-manggagawa* since he was neither here on vacation nor on emergency leave; instead, he went back abroad under an entirely new employment contract.

As for the lack of placement fee he paid to respondent Skills International, petitioner claims that the Labor Arbiter, the NLRC, and the Court of Appeals failed to take notice of the receipt, written in Saudi Arabian language, showing that his employer abroad deducted 5,000 Saudi Riyals from his salary as placement fee.[20]

Given these circumstances, petitioner concludes that respondent Skills International should be held liable to him for the illegal dismissal perpetuated by its accredited principal, Wallan Al Wallan, as provided for under Section [60] of the Rules and Regulations Implementing the Migrant Workers and Overseas Filipinos Act of 1995[21] which states:

> Section 60. *Solidary Liability*. - The liability of the principal/employer and the recruitment/placement agency on any and all claims under this Rule shall be joint and solidary. This liability shall be incorporated in the contract for overseas employment and shall be a condition precedent for its approval. The performance bond to be filed by the recruitment/placement agency, as provided by law, shall be answerable for all money claims or damages that may be awarded to the workers.
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> If the recruitment/placement agency is a juridical being, the corporate officers and directors and partners as the case may be, shall themselves be jointly and solidarily liable with the corporation or partnership for the aforesaid claims and damages.
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> Such liabilities shall continue during the entire period or duration of the employment contract and shall not be affected by any substitution, amendment or modification made locally or in a foreign country of the said contract.

On the other hand, respondent Skills International insists that this Petition should be dismissed as it seeks a review of the factual findings of the Labor Arbiter, the NLRC, and the Court of Appeals – a task which clearly does not fall within the ambit of a Petition for Review on *Certiorari*. Nevertheless, respondent Skills International proceeded to address the matters stated in the Petition. It contends that although it had previously deployed petitioner abroad, such deployment was for its accredited principal, the Saudi Automotive Services Company and not for Wallan Al Wallan. While it may be true that Wallan Al Wallan and petitioner met one another at its office, respondent Skills International argues that this does not readily lead to the conclusion that Wallan AlWallan was its accredited principal. As one of its officers is from the Middle East, respondent Skills International avers that it is customary that it invites visitors from said region to come to their office.

Anent the medical examination which was undergone by petitioner, respondent Skills International claims that it could not have possibly recommended

him for such a procedure as precisely, there was no job order as far as Wallan Al Wallan's company was concerned.

Respondent Skills International also denies having facilitated petitioner's deployment as an alleged *balik-manggagawa* as petitioner's *Balik-Manggagawa* Information Sheet does not indicate the name of any local placement or recruitment agency. Moreover, on 19 June 1998, POEA Administrator Felicisimo Joson issued an Order,[22] the pertinent portion of which reads:

> The issue posed for Our resolution is whether or not the respondent agency (herein respondent) should be held liable for withholding worker's salaries should be resolved in the negative. As discussed, complainant (herein petitioner) was hired directly by his employer and the respondent agency had no participation whatsoever in his overseas employment. Wanting in factual and legal [bases], the charged offense must be dismissed.
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> WHEREFORE, premises considered, let the instant case be, as it is hereby ordered DISMISSED for lack of merit.[23]

Respondent Skills International also insists that it did not receive placement fee from petitioner for the simple reason that it did not deploy him to work abroad for Wallan Al Wallan and that only petitioner and said employer are the ones privy to the circumstances surrounding the alleged salary deductions committed by the latter.

The petition must fail.

At the outset, it must be stressed that the resolution of the issue of whether respondent Skills International could be heldsolidarily liable for the alleged illegal dismissal of petitioner necessarily hinges on the primordial question of whether respondent Skills International was the one responsible for his deployment abroad. This indubitably raises a question of fact which is not a proper subject of a Petition for Review on *Certiorari.* It is axiomatic that in an appeal by *certiorari*, only questions of law may be reviewed.[24]

The distinction between a question of law and a question of fact was comprehensively discussed in the case of *Microsoft Corporation v. Maxicorp, Inc.,* [25] thus:

> The distinction between questions of law and questions of fact is settled. A question of law exists when the doubt or difference centers on what the law is on a certain state of facts. A question of fact exists if the doubt centers on the truth or falsity of the alleged facts. Though this delineation seems simple, determining the true nature and extent of the distinction is sometimes problematic. For example, it is incorrect to presume that all cases where the facts are not in dispute automatically involve purely questions of law.
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> There is a question of law if the issue raised is capable of being resolved without need of reviewing the probative value of the evidence. The resolution of the issue must rest solely on what the law provides on the given set of circumstances. Once it is clear that the issue invites a review of the evidence presented, the question posed is one of fact. If the query requires a re-evaluation of the credibility of witnesses, or the existence or relevance of surrounding circumstances and their relation to each other, the issue in that query is factual.[26]

In this case, the issues brought for our consideration calls for the re-examination of the evidence presented by the parties and the determination of whether the Labor Arbiter, the NLRC, and the Court of Appeals erred in their respective evaluation of the same. This we cannot do without blurring the difference between a question of fact and a question of law – a significant distinction as far as the remedy of appeal by *certiorari* is concerned.

Furthermore, factual findings of administrative agencies that are affirmed by the Court of Appeals are conclusive on the parties and not reviewable by this Court.[27] This is so because of the special knowledge and expertise gained by these quasi-judicial agencies from presiding over matters falling within their jurisdiction.[28] So long as these factual findings are supported by substantial evidence, this Court will not disturb the same.[29]

As earlier stated, in this case, the Labor Arbiter, the NLRC, and the Court of Appeals are unanimous in their factual conclusions that Wallan Al Wallan is not an accredited principal of respondent Skills International and we sustain said findings. As aptly observed by the NLRC –

> In the instant case, the alleged Employment Contract, Annex "A" for the complainant (herein petitioner) appears to be one which is not perfected by herein parties, because said contract does not bear the signatures of the respondents or any of their authorized representatives. It only bears the signature and thumbmark of the complainant. On its face, the Employment Contract readily shows that respondent agency has neither participated nor is it a [privy] to any party who executed the contract binding it to the terms and conditions of the same.
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> Even in the Complainant's Overseas Employment Certificate No. 144592-A, the name of respondent agency does not appear to be the one that recruited and deployed the complainant. Likewise, the Balikbayan Info Sheet of complainant does not indicated that herein respondent agency is the contracting agency in the Philippines. x x x.
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> Complainant failed to submit evidence to disprove the allegations of the [respondents] that they neither participated in the contract of employment of complainant (Annex "A" for the complainant) nor were they privy to the terms and conditions appearing therein. The evidence submitted are not sufficient to hold respondent agency liable. The copy of the receipt for the alleged placement fee was not issued by the respondent agency but by the employer of complainant which is not its accredited principal – another fact which was nevercontroverted by the complainant. This being the case, complainant has no cause of action against herein respondent and therefore, his money claims could not prosper in the instant case.
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> The Solidary Liability under Section [60] of the Omnibus Rules Implementing the Migrant Workers and Overseas and Filipino Act of 1995, will only apply if there is an existing valid contract and signed by the parties concerned.[30]

To this, we add our own observations. Petitioner insists that he does not qualify as a *balik-manggagawa* as the term is defined under the law. Nevertheless, it does not escape us that in his pleadings,[31] he asserts that respondent Skills International handled his deployment as a *balik-manggagawa* to expedite his deployment abroad. In addition, he never denied having filled-up the entries in the *Balik-Manggagawa* Information Sheet leaving the portion pertaining to the name of the placement or recruitment agency blank. To our mind, it is clear that petitioner utilizes the *Balik-Manggagawa* program of the government whenever it is convenient for him. Thus, he availed himself of said program in order to fast-track his deployment abroad and yet now that said Info Sheet is being used against

him, he claims that he could not have been processed as a *balik-manggagawa* as defined by law. We simply cannot countenance such trifling regard for the law by awarding to petitioner the money claims he is seeking in the present case.

As for the medical examination result which petitioner belatedly presented before the Court of Appeals, the law clearly requires that there should first be a job order relating to an existing overseas position before a worker shall be subjected to a medical examination. In this case, as petitioner is the one insisting that a job order exists, he bears the burden of producing the same. After all, the rule is settled that he who alleges must prove.[32] Petitioner miserably failed to discharge this burden.

WHEREFORE, premises considered, the present petition is hereby **DENIED** and the Decision of the Court of Appeals dated28 November 2000 in CA-G.R. SP. No. 58795, affirming the Resolution of the National Labor Relations Commission dated 31 January 2000, is **AFFIRMED**. No costs.

SO ORDERED.

MINITA V. CHICO-NAZARIO
Associate Justice

WE CONCUR:

ARTEMIO V. PANGANIBAN
Chief Justice
Chairperson

CONSUELO YNARES-SANTIAGO
Associate Justice

MA. ALICIA AUSTRIA-MARTINEZ
Associate Justice

ROMEO J. CALLEJO, SR.
Associate Justice

C E R T I F I C A T I O N

Pursuant to Article VIII, Section 13 of the Constitution, it is hereby certified that the conclusions in the above Decision were reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.

ARTEMIO V. PANGANIBAN
Chief Justice

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[1] Penned by Associate Justice Portia Aliño-Hormachuelos with Associate Justices Angelina Sandoval-Gutierrez (now a member of this Court) and Elvi John S. Asuncion concurring; *rollo*, pp. 25-32.
[2] Dated 31 January 2000; records, pp. 150-156.
[3] Dated 31 July 1998; id. at 90-94.
[4] Records, p. 2.
[5] Id. at 10.
[6] Id. at 19-23.
[7] Position Paper dated 19 November 1997; records, pp. 31-36.
[8] Records, pp. 90-94.
[9] Id. at 150-156.
[10] *Rollo*, p. 31.
[11] Id. at 28.
[12] Id. at 31.
[13] Id. at 34-35.
[14] Id. at 15.
[15] Id. at 53.
[16] As amended in 1991.
[17] *Rollo*, p. 16.
[18] Annex "G" of the Petition; *rollo*, pp. 55-56.
[19] Citing Section 6, Rule II, POEA Rules and Regulations Governing Overseas Employment, as amended in 1991.
[20] Annex "F" of the Petition; *rollo*, p. 54.
[21] Republic Act No. 8042.

[22] Refers to POEA Case No. RV 97-10-0445; *rollo*, pp.124-127.

[23] *Rollo*, p. 127.

[24] *Bangko Sentral ng Pilipinas v. Santamaria,* 443 Phil. 108, 119 (2003).

[25] G.R. No. 140946, 13 September 2004, 438 SCRA 224.

[26] Id. at 230-231; citations omitted.

[27] *Miralles v. Go*, G.R. No. 139943, 18 January 2001, 349 SCRA 596, 604.

[28] *Villanueva v. Court of Appeals,* G.R. No. 99357, 27 January 1992, 205 SCRA 537, 544-545.

[29] Id.

[30] Records, pp. 153-155.

[31] Memorandum of Appeal dated 24 September 1997; records, pp. 106-110; Petition for Review Under Rule 45 dated 19 September 2001; *rollo,* pp. 10-24.

[32] *Bejoc v. Cabreros,* G.R. No. 145849, 22 July 2005, 464 SCRA 78, 86-87.