



Republic of the Philippines
Supreme Court
 Manila
SECOND DIVISION

SUPREME COURT OF THE PHILIPPINES
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**PHILIPPINE TEXTILE RESEARCH
 INSTITUTE, DR. CARLOS TOMBOC,
 FEDELITO A. RUFIN, ENGR. MAY S.
 RICO,* ET AL.,**

G.R. No. 223319

Petitioners,

- versus -

**COURT OF APPEALS and E.A.
 RAMIREZ CONSTRUCTION, INC.
 rep. by its President ENGR.
 EDUARDO A. RAMIREZ,**

Respondents.

x-----x

**E.A. RAMIREZ CONSTRUCTION,
 INC., rep. by its President, ENGR.
 EDUARDO A. RAMIREZ,**

G.R. No. 247736

Petitioner,

Present:

*CARPIO, J., Chairperson,
 CAGUIOA,
 J. REYES, JR.,
 LAZARO-JAVIER, and
 ZALAMEDA, JJ.*

- versus -

**PHILIPPINE TEXTILE RESEARCH
 INSTITUTE, DR. CARLOS TOMBOC,
 ET AL.,**

Promulgated:

Respondents.

09 OCT 2019

x-----x

DECISION

CAGUIOA, J.:

Before the Court are two consolidated petitions.

In **G.R. No. 223319**, Philippine Textile Research Institute (PTRI), Dr. Carlos Tomboc (Tomboc), Fedelito A. Rufin (Rufin), Engr. May S. Rico

* Also referred to as "May S. Juico" in some parts of the *rollos*.

(Rico), Engr. Michael P. Lim (Lim), Eduardo Marin (Marin), and Engr. Jun Cometa (Cometa) (collectively referred to as PTRI, *et al.*), through the Office of the Solicitor General (OSG), filed a Petition for *Certiorari* and Prohibition (With Urgent Prayer for Issuance of Temporary Restraining Order And/OR Preliminary Injunction)¹ dated March 23, 2016 against the Court of Appeals (CA), Sixteenth Division and E.A. Ramirez Construction, Inc. (E.A. Ramirez), represented by its President, Engr. Eduardo A. Ramirez (Ramirez). The Petition, filed under Rule 65 of the Rules of Court, seeks to nullify and reverse the Resolutions dated August 13, 2015 and January 8, 2016 rendered by the CA in CA-G.R. SP No. 140421 which denied PTRI, *et al.*'s prayer for the issuance of a temporary restraining order and/or writ of preliminary injunction to prevent the Regional Trial Court (RTC) of Taguig City, Branch 266 from taking cognizance of the Complaint filed by E.A. Ramirez.

In **G.R. No. 247736**, E.A. Ramirez, as represented by Ramirez, filed a Petition² dated August 2, 2019 under Rule 45 of the Rules of Court against PTRI, *et al.* assailing the Decision³ dated November 26, 2018 (assailed Decision) and Resolution⁴ dated May 27, 2019 (assailed Resolution) rendered by the CA, Special Twelfth Division in CA-G.R. SP No. 140421.

The Essential Facts and Antecedent Proceedings

As culled from the recital of facts in the assailed Decision rendered by the CA, the essential facts and antecedent proceedings of the instant case are as follows:

On February 11, 2013, E.A. Ramirez filed before the RTC a Complaint⁵ for Breach of Contract with Damages (Complaint) against PTRI and a number of its employees, *i.e.*, Tomboc, Diaz, Rufin, Rico, Lim, Marin, and Cometa. The case was docketed as Civil Case No. 73790-TG.

In the said Complaint, E.A. Ramirez, a construction company engaged in electrical works, alleged that sometime in 2012, it entered into a Contract of Works for the Rehabilitation of Electrical Facilities of PTRI Main Building and Three Pilot Plants (Subject Contract) with PTRI for the rehabilitation of the latter's electrical facilities in its main building and in three of its pilot plants. According to E.A. Ramirez, on February 28, 2012, it was issued by PTRI a notice to proceed and it immediately moved into the project site to carry out its obligation under the said Subject Contract.

E.A. Ramirez alleged that soon thereafter, or in the afternoon of March 13, 2012, Diaz, the consultant of the subject project, requested for a meeting with Ramirez. During the meeting, Diaz allegedly told Ramirez that

¹ *Rollo* (G.R. No. 223319), pp. 3-37.

² *Rollo* (G.R. No. 247736), pp. 11-28.

³ *Id.* at 142-153. Penned by Associate Justice Ricardo R. Rosario with Associate Justices Ma. Luisa Quijano-Padilla and Gabriel T. Robeniol, concurring.

⁴ *Id.* at 176.

⁵ *Id.* at 35-45.

the former had been tasked by PTRI to demand ₱500,000.00 from the latter as purportedly the standard amount “for the boys.” In exchange for the said amount, Diaz said that they would make things easier for E.A. Ramirez to finish or complete the project. E.A. Ramirez did not give in to the demand, explaining that E.A. Ramirez’s bid for the project was in fact competitive and above board. Diaz did not budge, proposing instead that they come up with a variation order until they would have realized the said amount of ₱500,000.00.

Thereafter, E.A. Ramirez alleged that it started encountering difficulties in completing the project. For one, it pointed to numerous changes being ordered by Diaz. According to E.A. Ramirez, from time to time, Diaz would change his instructions, comments, and remarks anent the project’s implementation. Despite said changes, E.A. Ramirez alleged that it continued to work on the project and, after a month’s time, was even able to achieve substantial completion thereof based on the Bill of Quantity or Breakdown of the Contract.

E.A. Ramirez then requested for a First Progress Billing ending April 10, 2012. However, PTRI refused to act on the request, citing the absence of test results which, according to E.A. Ramirez, was not even a billing requirement at that time.

In order to collect under the first progress billing, PTRI hastened to complete the test results. However, during a coordination meeting held on May 8, 2012, Diaz disapproved the test results, along with other submittals made by E.A. Ramirez. According to the latter, Diaz thumbed down the results because he (referring to Diaz) and other representatives of PTRI were absent during the conduct of the said test.

On account of some delays caused by the changes implemented by PTRI, E.A. Ramirez asked that the deadline for the completion of the project be extended. However, E.A. Ramirez was surprised when not only did PTRI fail to act on the request for extension, but it even terminated the contract by sending E.A. Ramirez a Notice of Termination dated May 29, 2012.

Hence, accusing PTRI of acting in bad faith in terminating the contract, E.A. Ramirez filed its Complaint, praying that PTRI, *et al.* be made to pay jointly and solidarily the amount of ₱1,957,025.85 in actual damages, ₱500,000.00 as moral damages, ₱250,000.00 as exemplary damages, and ₱100,000.00 as attorney’s fees and litigation expenses.

PTRI, *et al.*, through the OSG, filed a Motion to Dismiss,⁶ invoking the privilege of state immunity from suit. They asserted that PTRI is an agency of the Department of Science and Technology (DOST) and thus cannot be sued without the consent of the State. PTRI alleged that the

⁶ Id. at 46-55.



immunity extended to the impleaded employees of PTRI since they were sued while they were performing official or governmental functions.

PTRI, *et al.* likewise contended that the RTC did not have jurisdiction over the subject matter of the case. They asserted that under Sections 34, 35, and 36 of Republic Act No. (R.A.) 9285, the Construction Industry Arbitration Commission (CIAC) has original and exclusive jurisdiction over construction disputes under certain conditions, and that such conditions were applicable to the instant case. PTRI, *et al.* maintained that referral of the dispute to the CIAC had been stipulated under Article I, Section 1.2 of the Subject Contract executed by the parties, which provides that the relevant provisions of R.A. 9285 and its revised Implementing Rules and Regulations (IRR) would govern the agreement.

The RTC's Denial of PTRI, *et al.*'s Motion to Dismiss

On June 9, 2014, the RTC issued an Order⁷ denying PTRI, *et al.*'s Motion to Dismiss. According to the RTC, there had been no agreement to submit contract disputes for arbitration proceedings before the CIAC. In fact, the RTC noted that under Article VI, Section 6.3 of the Subject Contract, the parties covenanted to settle any legal action arising from the contract before the proper court of Taguig City to the exclusion of all other courts of equal or competent jurisdiction.

PTRI, *et al.* filed a Motion for Reconsideration,⁸ which was denied by the RTC in its Order⁹ dated March 2, 2015.

Hence, PTRI, *et al.* filed a Petition for *Certiorari* and Prohibition (With Urgent Prayer for Issuance of Temporary Restraining Order And/Or Preliminary Injunction)¹⁰ before the CA, alleging that the RTC committed grave abuse of discretion in denying PTRI, *et al.*'s Motion to Dismiss. The case was docketed as CA-G.R. SP No. 140421.

During the pendency of the said Petition before the CA, the latter denied PTRI, *et al.*'s prayer for injunctive relief in its Resolutions dated August 13, 2015¹¹ and January 8, 2016.¹² Hence, PTRI, *et al.* filed before the Court the instant Rule 65 Petition, docketed as G.R. No. 223319, assailing the CA's denial of their prayer for injunctive relief.

E.A. Ramirez filed its Comment and/or Opposition¹³ dated July 20, 2016 to PTRI, *et al.*'s Rule 65 Petition. PTRI, *et al.* filed their Reply¹⁴ dated February 6, 2017.

⁷ Id. at 61-63. Penned by Presiding Judge Toribio E. Ilao, Jr.

⁸ Id. at 64-74.

⁹ Id. at 80-84.

¹⁰ Id. at 85-119.

¹¹ *Rollo* (G.R. No. 223319), pp. 50-51.

¹² Id. at 53-54.

¹³ Id. at 354-368.

¹⁴ Id. at 380-405.



The Ruling of the CA

Subsequently, the CA rendered the assailed Decision finding PTRI's Rule 65 Petition meritorious and ordered the dismissal of Civil Case No. 73790-TG.

The dispositive portion of the assailed Decision reads:

WHEREFORE, premises considered, the instant petition is hereby **GRANTED**. Civil Case No. 73790-TG is hereby **ORDERED DISMISSED**.

SO ORDERED.¹⁵

According to the CA, considering that PTRI is a line agency of the DOST which has no juridical personality apart from the State, "the general rule that it cannot be sued without its consent finds application. Its immunity from suit insulates it from the complaint filed by [E.A. Ramirez] in the [RTC]."¹⁶

Moreover, the CA held that the RTC lacked jurisdiction to hear the Complaint, finding merit in PTRI, *et al.*'s contention that the Complaint should have been filed with the CIAC and not the RTC.

E.A. Ramirez filed a Motion for Reconsideration¹⁷ dated December 18, 2018, which was denied by the CA in the assailed Resolution.

Feeling aggrieved, E.A. Ramirez filed the instant appeal before the Court.

Issues

Stripped to its core, the instant case presents two essential issues for the Court's consideration:

1. Whether PTRI, *et al.* are immune from suit; and
2. Whether the RTC has jurisdiction to hear E.A. Ramirez's Complaint.


The Court's Ruling

The instant Petition is *unmeritorious*. The Court shall discuss the two aforementioned issues *ad seriatim*.

¹⁵ *Rollo* (G.R. No. 247736), p. 153.

¹⁶ *Id.* at 147.

¹⁷ *Id.* at 155-162.



I. *State Immunity from Suit.*

In the assailed Decision, the CA concurs with the assertion of PTRI, *et al.* that they are immune from suit owing to the rule that the State and its instrumentalities enjoy immunity from suit.

The Court disagrees. PTRI, *et al.* are not immune from suit.

Under Article XVI, Section 3 of the 1987 Constitution, the State may not be sued without its consent.

In explaining the rationale of State immunity from suit, the Court in *Providence Washington Insurance Co. v. Republic*¹⁸ held that “a continued adherence to the doctrine of non-suability is not to be deplored for as against the inconvenience that may be caused private parties, the loss of governmental efficiency and the obstacle to the performance of its multifarious functions are far greater if such a fundamental principle were abandoned and the availability of judicial remedy were not thus restricted.”¹⁹

In the instant case, it is not disputed that PTRI is an unincorporated national government agency. The PTRI was created under Resolution NSDB 246 R.3 in accordance with R.A. 4086.²⁰ Under Executive Order No. (E.O.) 700,²¹ the PTRI was transferred from the National Science Development Board to the then Ministry of Industry. The PTRI was tasked to directly assist the textile industry specifically in the field of training for the textile industry personnel in line with the industry’s rationalization program.

Subsequently, E.O. 292, otherwise known as the Administrative Code, identified the PTRI as an institute of the DOST.²² Under the Administrative Code, the PTRI has the mandate of conducting applied research and development for the textile industry sector, undertaking the transfer of completed researches to end-users or *via* linkage units of other government agencies, and undertake technical services and provide training programs.

Hence, being an unincorporated government agency that exercises a governmental function, ordinarily, the PTRI enjoys immunity from suit. Further, the employees of PTRI acting in their official capacity likewise enjoy this immunity from suit, as “public officials may not be sued for acts

¹⁸ 140 Phil. 177 (1968).

¹⁹ *Id.* at 181.

²⁰ AN ACT TO PROMOTE THE TEXTILE INDUSTRY OF THE PHILIPPINES BY EXEMPTING, UNDER CERTAIN CONDITIONS, IMPORTATIONS OF NEEDED RAW MATERIALS, CHEMICALS, DYESTUFFS AND SPARE PARTS AND THE SUBSEQUENT MANUFACTURE AND SALE OF PRODUCTS DERIVED THEREFROM, FROM DUTIES AND TAXES, BY CREATING A SPECIAL FUND FOR VITAL RESEARCH, AND FOR OTHER PURPOSES.

²¹ TRANSFERRING THE PHILIPPINE TEXTILE RESEARCH INSTITUTE FROM THE NATIONAL SCIENCE DEVELOPMENT BOARD TO THE MINISTRY OF INDUSTRY.

²² SECTION 16, CHAPTER 4, TITLE XVIII, BOOK IV, E.O. 292.

done in the performance of their official functions or within the scope of their authority.”²³

However, needless to say, the rule on State immunity from suit is *not absolute*. The State may be sued with its *consent*. The State's consent to be sued may be given either *expressly* or *impliedly*.

Express consent may be made through a general law or a special law. As held in *Department of Agriculture v. National Labor Relations Commission*,²⁴ “the general law waiving the immunity of the state from suit is found in Act No. 3083, where the Philippine government ‘consents and submits to be sued upon any money claim involving liability arising from contract, express or implied, which could serve as a basis of civil action between private parties.’”²⁵

Applying the foregoing, it is not disputed that PTRI entered into a Contract of Works for the Rehabilitation of Electrical Facilities of PTRI Main Building and Three Pilot Plants with E.A. Ramirez. It is likewise not disputed that the cause of action of E.A. Ramirez’s Complaint is the alleged breach of the subject Contract. In other words, PTRI is being sued upon a claim involving liability arising from a contract. Hence, the general law on the waiver of immunity from suit finds application.

Furthermore, there is implied consent on the part of the State to be subjected to suit when the State enters into a contract. In this situation, the government is deemed to have descended to the level of the other contracting party and to have divested itself of its sovereign immunity. However, not all contracts entered into by the government operate as a waiver of its non-suability; distinction must still be made between one which is executed in the exercise of its sovereign functions and another which is done in its proprietary capacity.²⁶

In the instant case, not only did PTRI descend to the level of a contracting party by entering into the subject Contract, under the subject Contract itself, which contemplated a situation wherein legal action may arise from the execution of the agreement²⁷ and incorporating provisions on the procedures to be undertaken in settling legal disputes,²⁸ PTRI also manifested unequivocally its consent to be subjected to suit with respect to disputes arising from the subject Contract. Further, the subject Contract was clearly not executed in the exercise of PTRI’s governmental function of aiding the textile industry. The subject Contract dealt solely with the rehabilitation works of the electrical facilities of PTRI’s buildings.

²³ *Department of Health v. Phil Pharmawealth, Inc.*, 704 Phil. 432, 434 (2013).

²⁴ 298 Phil. 491 (1993).

²⁵ *Id.* at 498.

²⁶ *Id.* at 499.

²⁷ *Rollo* (G.R. No. 223319), p. 126. See Section 6.3 of the subject Contract.

²⁸ *Id.* at 122. See Section 1.2 of the Subject Contract.



In any case, the Court has held that the State's immunity from suit may be shelved when the Court is convinced that its stubborn observance will lead to the subversion of the ends of justice.²⁹ Likewise, the doctrine of governmental immunity from suit cannot serve as an instrument for perpetrating an injustice on a citizen.³⁰

Therefore, the CA's holding that PTRI, *et al.* are covered by the rule on the State's immunity from suit is erroneous.

II. *The Jurisdiction of CIAC*

Nevertheless, while the Court holds that PTRI, *et al.* are not immune from suit, the Court finds itself in agreement with the CA when it held that the RTC lacked jurisdiction to hear E.A. Ramirez's Complaint.

Under E.O. 1008,³¹ otherwise known as the Construction Industry Arbitration Law, the CIAC was established in order to further the law's stated policy of expeditiously settling disputes in the construction industry.

The Court has ruled that when a dispute arises from a construction contract, the CIAC has exclusive and original jurisdiction.³²

Under Section 4 of E.O. 1008, **the CIAC shall have original and exclusive jurisdiction over disputes arising from, or connected with, contracts entered into by parties involved in construction in the Philippines**, whether the dispute arises before or after the completion of the contract, or after the abandonment or breach thereof. The provision further states that **the CIAC acquires jurisdiction when the parties to a dispute agree to submit the same to voluntary arbitration.**

The provision also states that the jurisdiction of CIAC includes, but is not limited to, violation of specifications for materials and workmanship; violation of the terms of agreement; interpretation and/or application of contractual time and delays; maintenance and defects; payment, default of employer or contractor and changes in contract cost.

The instant controversy is undoubtedly a construction dispute that is within the cognizance of CIAC. The Court has defined *construction* within the context of CIAC's jurisdiction as "referring to all on-site works on buildings or altering structures, from land clearance through completion including excavation, erection and assembly and installation of components and equipment."³³ Hence, with the Complaint asserting that there had been violations of the terms of an agreement dealing with the installation of

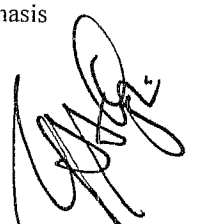
²⁹ *EPG Construction Co. v. Vigilar*, 407 Phil. 53, 65 (2001).

³⁰ *Id.*, citing *Ministerio v. Court of First Instance of Cebu*, 148-B Phil. 474-481 (1971).

³¹ CREATING AN ARBITRATION MACHINERY IN THE CONSTRUCTION INDUSTRY OF THE PHILIPPINES.

³² *Stronghold Insurance Company, Inc. v. Spouses Stroem*, 751 Phil. 262, 276-277 (2015). Emphasis supplied.

³³ *Fort Bonifacio Development Corporation v. Sorongon*, 605 Phil. 689, 696 (2009).



electrical facilities of certain buildings, *the instant case unquestionably involves a construction dispute within the scope and coverage of E.O. 1008.*

Nevertheless, as explained by jurisprudence, there are two acts which may vest the CIAC with jurisdiction over a construction dispute: (1) the presence of an arbitration clause in a construction contract, and (2) the agreement by the parties to submit the dispute to the CIAC.³⁴ Hence, the CIAC has original and exclusive jurisdiction over construction disputes in construction projects in the Philippines provided the parties have agreed to submit such disputes to arbitration, whether through the presence of an arbitration clause in the contract or when the parties agree in some other manner to submit the dispute before the CIAC.

The Court has held that **“the bare fact that the parties incorporated an arbitration clause in their contract is sufficient to vest the CIAC with jurisdiction over any construction controversy or claim between the parties.** The rule is explicit that the CIAC has jurisdiction notwithstanding any reference made to another arbitral body.”³⁵ The CIAC is already vested with jurisdiction the moment both parties agreed to incorporate an arbitration clause in their agreement.³⁶

The critical question therefore is: did the parties incorporate an arbitration clause in the subject Contract? There is no doubt in the mind of the Court that the answer to this question is in the *affirmative*. *The parties incorporated an arbitration clause in the subject Contract.* Necessarily, by virtue of this indelible fact, the CIAC was vested with original and exclusive jurisdiction to hear the construction dispute.

E.A. Ramirez does not dispute that under Section 1.2 of the subject Contract, **the parties expressly agreed that the agreement is governed by R.A. 9184 and its revised IRR,** considering that the subject Contract was awarded to E.A. Ramirez by way of competitive public bidding. The said law unequivocally states that **“disputes that are within the competence of the Construction Industry Arbitration Commission to resolve shall be referred thereto.** The process of arbitration shall be incorporated as a provision in the contract that will be executed pursuant to the provisions of this Act.”³⁷

Further, under Sections 1.2(a) and 1.2(c) of the subject Contract, all PTRI bid documents and bid tender documents *“shall form an integral part of this Contract[.]”*³⁸

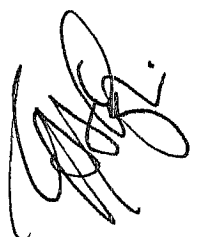
³⁴ *Heunghwa Industry Co., Ltd. v. DJ Builders Corporation*, 593 Phil. 632, 649 (2008).

³⁵ *Id.* Emphasis supplied.

³⁶ *Id.*

³⁷ SECTION 59, R.A. 9184. Emphasis supplied.

³⁸ *Rollo* (G.R. No. 223319), p. 122. Emphasis supplied.



E.A. Ramirez does not dispute that Section IV, Subsection 1.20 of the General Conditions of Contract, which is a bid document that is part of the subject Contract, clearly mandates the parties to resolve disputes within the competence of CIAC by referring such disputes before the latter.³⁹ Therefore, it cannot be seriously disputed that in the subject Contract, any legal dispute arising from the agreement was agreed to be settled by way of voluntary arbitration before CIAC.

In addition, the Court also notes that according to R.A. 9285, otherwise known as the Alternative Dispute Resolution Act of 2004, a law that was very much in effect at the time of the filing of the Complaint, “[t]he arbitration of construction disputes shall be governed by Executive Order No. 1008, otherwise known as the Construction Industry Arbitration Law,⁴⁰ and the [CIAC] shall continue to exercise original and exclusive jurisdiction over construction disputes x x x.”⁴¹ In fact, under the said law, “[a] Regional Trial Court before which a construction dispute is filed shall, upon becoming aware, not later than the pre-trial conference, that the parties had entered into an arbitration agreement, dismiss the case and refer the parties to arbitration to be conducted by the CIAC[.]”⁴² In the instant case, the subject Contract clearly incorporates an arbitration agreement between the parties.

Nevertheless, E.A. Ramirez argues that the parties expressly agreed in the subject Contract to settle all legal disputes by filing actions before the proper courts of Taguig City. E.A. Ramirez places much emphasis on Section 6.3 of the subject Contract which states:

6.3 In the event of a legal action from the execution of the Contract, the parties hereto agree that the venue for the action shall be settled and/or litigated in the proper courts of the City of Taguig, Metro Manila, to the exclusion of all other courts of equal or competent jurisdiction.⁴³

The aforesaid provision cannot be relied upon to dislodge the CIAC’s original and exclusive jurisdiction over the instant dispute.

To reiterate, under E.O. 1008 and R.A. 9285, which are laws that are read into every contract covered thereby,⁴⁴ once the parties agree to undergo arbitration to settle disputes, *the CIAC shall have original and exclusive jurisdiction*. The aforesaid provision of the subject Contract excludes all other courts of equal or competent jurisdiction. However, it must be emphasized that, in the case at hand, the CIAC and the RTC are not of equal jurisdiction. Because the parties agreed that disputes within the competence of CIAC shall be referred thereto in accordance with R.A. 9184 and the

³⁹ Id. at 266.

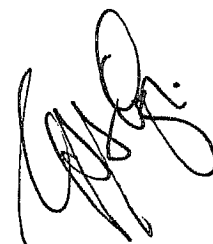
⁴⁰ SECTION 34, R.A. 9285.

⁴¹ SECTION 35, R.A. 9285.

⁴² SECTION 39, R.A. 9285.

⁴³ Id. at 126.

⁴⁴ See *Halili v. Justice for Children International*, 769 Phil. 456, 463 (2015).



General Conditions of Contract, the jurisdiction of the CIAC is original and exclusive.

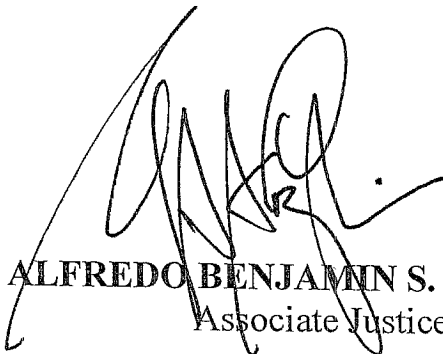
In *National Irrigation Administration v. Court of Appeals*,⁴⁵ the Court held that “as long as the parties agree to submit to voluntary arbitration, regardless of what forum they may choose, their agreement will fall within the jurisdiction of the CIAC, such that, even if they specifically choose another forum, the parties will not be precluded from electing to submit their dispute before the CIAC because this right has been vested upon each party by law, *i.e.*, E.O. No. 1008.”⁴⁶

Hence, Section 6.3 in the subject Contract does not militate in any way against the CIAC’s original and exclusive jurisdiction over the construction dispute between E.A. Ramirez and PTRI, *et al.*

In sum, the CA did not commit any reversible error in dismissing Civil Case No. 73790-TG because the RTC lacked jurisdiction to hear the same. The CIAC has original and exclusive jurisdiction to hear, try, and decide legal disputes arising from the subject Contract.


WHEREFORE, the instant appeal in G.R. No. 247736 is **DENIED**. The assailed Decision dated November 26, 2018 and Resolution dated May 27, 2019 rendered by the Court of Appeals in CA-G.R. SP No. 140421 are **AFFIRMED** with respect to the Regional Trial Court’s lack of jurisdiction. Therefore, the resolution of G.R. No. 223319 is consequently rendered **MOOT AND ACADEMIC**.

SO ORDERED.



ALFREDO BENJAMIN S. CAGUIOA
Associate Justice

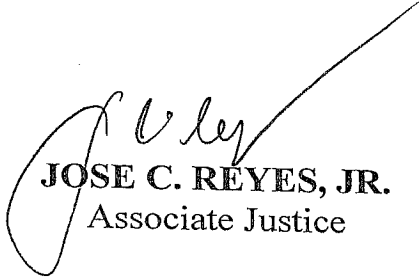
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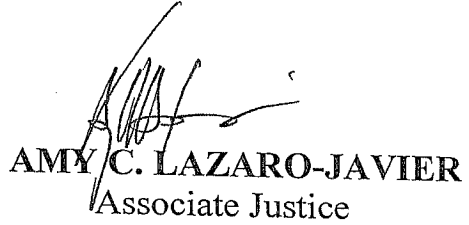
ANTONIO T. CARPIO
Associate Justice
Chairperson

⁴⁵ 376 Phil. 362 (1999).

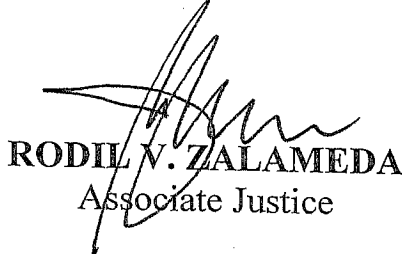
⁴⁶ *Id.* at 75.



JOSE C. REYES, JR.
Associate Justice



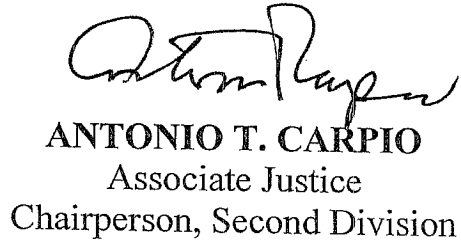
AMY C. LAZARO-JAVIER
Associate Justice



RODIL N. ZALAMEDA
Associate Justice

ATTESTATION

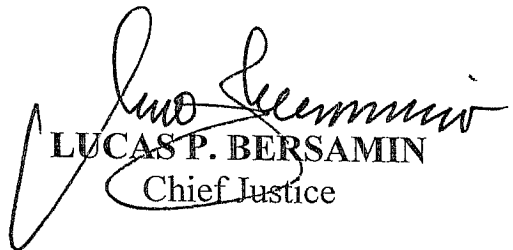
I attest that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.



ANTONIO T. CARPIO
Associate Justice
Chairperson, Second Division

CERTIFICATION

Pursuant to Section 13, Article VIII of the Constitution and the Division Chairperson's Attestation, I certify that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.



LUCAS P. BERSAMIN
Chief Justice

