

****Title:**** Metro Rail Transit Development Corporation vs. Trackworks Rail Transit Advertising, Vending and Promotions, Inc.

****Facts:****

The case originated from an advertising services contract signed on October 27, 1998, between Metro Rail Transit Development Corporation (MRTDC) and Trackworks Rail Transit Advertising, Vending and Promotions, Inc. (Trackworks), concerning advertising spaces in the MRT-3 Light Rail System. This agreement was later renewed in 2005 to extend until December 31, 2015. Trackworks fell into default, leading MRTDC to demand payment, and eventually issued a notice of termination on September 1, 2009. Trackworks responded by filing a complaint and seeking injunctive relief in the Regional Trial Court (RTC) of Pasig City to prevent the contract's termination and uphold the arbitration clause. The RTC of Pasig City initially denied the injunction but ordered the parties to arbitration, staying its proceedings.

Trackworks, unsatisfied, pursued further injunctive relief by filing a petition under Rule 65 in the RTC of Makati City, which temporarily restrained MRTDC and another party from actions regarding the termination of the contract and sought to prevent DOTC officials from issuing permits against Trackworks' interests. Despite Trackworks' move to Makati RTC, both their motions for reconsideration in Pasig RTC and their petition for a writ of preliminary injunction in Makati RTC were denied. However, Makati RTC's later Omnibus Order denied MRTDC's motion to dismiss Trackworks' case, effectively sustaining its injunction against MRTDC.

****Issues:****

1. Whether the Petition for Certiorari filed by MRTDC before the Court of Appeals (CA) was rendered moot by the June 14, 2012 Decision of the RTC of Makati City, Branch 65.

****Court's Decision:****

The Supreme Court granted MRTDC's Petition, reversing the CA's decision that dismissed MRTDC's Petition for Certiorari as moot. It noted the rule that remedies of appeal and certiorari are mutually exclusive, not alternative or successive. The Court pointed out exceptions to this, particularly when orders complained of were void or when appeal was not considered the appropriate remedy. In this case, it was found that the Makati RTC, by assuming jurisdiction over an issue already ruled upon by the Pasig RTC, violated the doctrine of judicial stability or non-interference among co-equal courts. The Supreme Court declared the RTC Makati's June 14, 2012 Decision and related orders as null and void for

lack of jurisdiction, effectively upholding the actions of the Pasig RTC and PDRCI's arbitral award in favor of MRTDC.

****Doctrine:****

The Supreme Court reiterated the doctrine of judicial stability or non-interference, highlighting that one court cannot interfere with the orders or judgments of another court of concurrent jurisdiction. Additionally, the decision emphasized that remedies of appeal and certiorari are mutually exclusive and outlined exceptions to this rule.

****Class Notes:****

- The concept of ****judicial stability or non-interference**** among co-equal courts is key to avoiding conflicting decisions and ensuring orderly administration of justice.
- ****Remedies of appeal and certiorari**** are mutually exclusive, with specific exceptions, suggesting strategic legal consideration in their application.
- The case highlights the importance of the ****proper forum**** and ****jurisdiction**** in legal proceedings, underscoring that actions taken by a court without jurisdiction are null and void.

****Historical Background:****

This case reflects on the complexities surrounding contractual disputes involving public infrastructure projects in the Philippines, especially those with provisions for arbitration. It showcases the judicial system's mechanisms for resolving conflicts that arise in the execution of commercial agreements, particularly in the context of public-private partnerships, such as the BLT agreement for the MRT-3 project.