

## Title: Mabuhay Holdings Corporation vs. Sembcorp Logistics Limited (G.R. No. 218235)

### Facts:

1. **Incorporation and Shareholding**:

- On January 23, 1996, Mabuhay Holdings Corporation (Mabuhay) and Infrastructure Development & Holdings, Inc. (IDHI) incorporated Water Jet Shipping Corporation (WJSC) in the Philippines and Water Jet Netherlands Antilles, N.Y. (WJNA) in Curaçao, Netherlands Antilles with 70% and 30% shareholding respectively.

2. **Investment by Sembcorp**:

- On September 16, 1996, Mabuhay, IDHI, and Sembcorp Logistics Limited (Sembcorp) entered into a Shareholders' Agreement for business expansion. Sembcorp acquired shares, reducing Mabuhay and IDHI's interests to 45.5% and 19.5% respectively in both WJSC and WJNA, while Sembcorp held 35%.

- Mabuhay and IDHI guaranteed a minimum accounting return of US\$929,875.50 to Sembcorp, payable three months after a special audit to be conducted 24 months post-Sembcorp's investment.

3. **Arbitration Agreement**:

- The Shareholders' Agreement included an arbitration clause stipulating that disputes, except intra-corporate controversies, would be settled in Singapore under ICC rules.

4. **Failure and Arbitration**:

- On December 6, 1996, Sembcorp completed its full equity investment. Audits on January 8, 1999, revealed losses.

- Sembcorp demanded its guaranteed return and ultimately prompted Mabuhay and IDHI into arbitration upon non-compliance. Arbitration ruled half of the guaranteed return (\$464,937.75) plus 12% annual interest against Mabuhay.

5. **RTC Decision**:

- Regional Trial Court (RTC), Makati, dismissed the petition for recognition and enforcement of the arbitral award, ruling the award void due to intra-corporate controversy and lack of arbitrator's expertise.

6. **CA Reversal**:

- Court of Appeals (CA) reversed RTC, recognized the award, and remanded it for execution.

7. **Supreme Court Appeal**:

- Mabuhay appealed to the Supreme Court, challenging the enforcement of the arbitral award on several grounds including public policy, intra-corporate controversy, and improper appointment of arbitrator.

**Issues:**

1. **Jurisdiction**: Whether the CA had jurisdiction over Sembcorp's appeal based on filing procedures.
2. **Competence and Expertise of Arbitrator**: Whether Dr. Chantara-Opakorn had the appropriate expertise as required under the agreement.
3. **Nature of Dispute**: Whether the dispute was an intra-corporate controversy and thus outside the arbitration scope.
4. **Public Policy and Enforcement**: Whether enforcement of the arbitral award violated Philippine public policy, specifically regarding interest rates and partnership laws.
5. **Applicability of Foreign Arbitrations**: Under what conditions can foreign arbitral awards be enforced in the Philippines.

**Court's Decision:**

1. **Jurisdiction**:

- The CA had jurisdiction as Sembcorp filed its appeal consistent with prevailing procedural rules not specified by the ADR Act before the Special ADR Rules took effect.

2. **Expertise of Arbitrator**:

- The appointment by ICC was valid under ICC Rules; expertise in the matter at issue did not necessitate expertise in Philippine law.

3. **Nature of Dispute**:

- CA upheld the arbitral tribunal's Kompetenz-Kompetenz ruling that the dispute was not intra-corporate as Sembcorp's claims were contractual and unrelated to corporate regulatory claims.

4. **Public Policy**:

- The Court ruled that enforcement of 12% interest was not against public policy. Moreover, guarantee of return to Sembcorp did not violate partnership laws as the corporate structure of WJSC and WJNA governed dealings.

5. **Enforcement of Foreign Arbitral Awards**:

- Recognized and enforced because the grounds Mabuhay raised did not meet valid exceptions under the New York Convention and Model Law's prescribed standards.

### ### Doctrine:

1. **Pro-Arbitration Policy**: The Philippines endorses a strong pro-arbitration policy under the ADR Act and Model Law, supporting enforcement of arbitral awards unless clearly falling under specified exceptions.
2. **Kompetenz-Kompetenz Principle**: Arbitral tribunals have initial authority to rule on their own jurisdiction, which includes determining whether disputes fall within the scope of arbitration agreements.
3. **Public Policy Exception**: Narrowly construed; enforcement refused only if award violates fundamental notions of morality and justice or established interests of society.

### ### Class Notes:

- **Elements and Concepts**:
  - Arbitration Clauses: Specificity in terms, designation of arbitral rules.
  - Kompetenz-Kompetenz: Jurisdiction determination by arbitrators.
  - Pro-Enforcement Bias: Presumption in favor of enforcing arbitral awards unless specific exceptions apply.
  - Public Policy Grounds: Limited to principles of morality, justice, and societal interests.
- **Statutory Provisions**:
  - New York Convention on Recognition and Enforcement of Foreign Arbitral Awards, Article V.
  - UNCITRAL Model Law on International Commercial Arbitration, Section 36.
  - Republic Act No. 9285 - Alternative Dispute Resolution Act, Sections 19, 42, and 45.
  - Implementing Rules Regulations and Special Rules of Court on Alternative Dispute Resolution.

### ### Historical Background:

The case reflects the global shift towards embracing arbitration as a preferred dispute resolution mechanism in international commerce. This is significant in fostering investor confidence and simplifying resolution of transnational disputes. The clear representation in Philippine law aligning with international standards highlights the country's dedication to encouraging foreign investments by ensuring reliable and enforceable dispute resolution

processes.