

**SAMAHANG MAG-AASUKAL SA KANLURANG BATANGAS, INC.
(SAMAKABA), REPRESENTED BY ITS PRESIDENT / CHAIRMAN, RUBEN
T. RODRIGUEZ, PLAINTIFF-APPELLANT, VS. CENTRAL AZUCARERA
DON PEDRO, I...**

Ponente: DE LOS SANTOS, J.

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DE LOS SANTOS, J.:

Assailed on appeal to Us is the Resolution dated January 12, 2005 of the Regional Trial Court, Branch 14 of Nasugbu, Batangas in Civil Case No. 809, which dismissed the petition for writ of prohibitory and mandatory injunction, with prayer for issuance of a temporary restraining order, filed by plaintiff-appellant Samahang Mag-aasukal Sa Kanlurang Batangas, Inc. (“SAMAKABA”) against defendant-appellee Central Azucarera Don Pedro, Inc., (“CADP”).

SAMAKABA was organized in 1962 as an association of sugarcane planters in Batangas Province, whose by-laws provides that all sugar planters milling with appellee CADP automatically become members of SAMAKABA even without need to apply for membership. It entered into a 10-year milling contract with CADP covering crop year 1984-85 through crop year 1993-199, to expire on August 31, 1994. A prominent feature of the contract authorized SAMAKABA to act as the sole and exclusive representative of all sugar planters in the milling district where CADP is located. As such representative, SAMAKABA had the right to collect from the planters all association dues withheld by CADP.

On June 24, 1994, before the expiration of the aforesaid milling contract, CADP sent to SAMAKABA a letter proposing a new 10-year milling contract which would commence in crop year 1994-1995. Under the new milling contract, SAMAKABA would be stripped of its exclusive authority to represent all the planters milling with CADP. It would then have to share the association dues with the other planters' associations. With its reduced revenues, it would have to lay off its employees, thereby hampering its ability to monitor CADP's vital operations concerning the storage of raw sugar, issuance of quedans, accounting and weighing procedures, physical withdrawal of raw sugar.

SAMAKABA therefore refused to sign the new contract, insisting that the old contract had by its terms been renewed for another 7 or 10 years. On December 06, 1994, SAMAKABA filed Civil Case No. 94-3107 in Makati City against CADP and the other planters' groups milling at CADP, among them the Batangas Sugar Planters' Cooperative Marketing Association, Inc. (“BSPCMA”), SAMAKABA Producers Cooperative Marketing Association, Inc. (“SAPROCOM”), Batangas Association of Free Planters, Inc. (“BAFPI”), Batangas Integrated Sugar Planters' Marketing Association, Inc. (“BISPMA”), and Batangas Agricultural Producers Association (“BAPA”). It wanted to enforce the old contract and to annul the new milling contracts which BSPCMA, SAPROCOM, BAFPI, BISPMA, and BAPA had separately signed with CADP. SAMAKABA also sought to enjoin CADP from accrediting other planters' associations and cooperatives, and to remit to it all association dues collected from the planters, as provided in the old contract.

The reliefs sought by SAMAKABA (see Annex A, respondent's reply and rejoinder, Records, pp149-150) are summarized below, as follows:

“a. To restrain CADP from accrediting associations and cooperatives other than SAMAKABA as authorized representative of the planters and to remit association dues and assessments to SAMAKABA;

“b. Enforcement of the original milling contract entered into by respondent and the individual planters of CADP covering their milling agreement for the period of ten crop-years beginning crop year 1983-1984 to crop year 1993-1994;

“c. Nullification of the amended milling contract which specifically deleted SAMAKABA (petitioner herein) as the only duly accredited planters association and replaced it with “planters' association or planters' cooperative duly accredited by CENTRAL.” (Records, p. 66)

On 02 January 1995, SAMAKABA filed an amended complaint dropping the other planters' associations as defendants and retaining only CADP, which the trial court admitted on March 7, 1995. However, on May 5, 1995 defendant-associations BSPCMA, SAPROCOM, BAFPI, BISPMA, BAPA moved to intervene in the case. The trial court denied the said motion, but on petition for certiorari to this Court, docketed as CA-G.R. No. 39181, we sustained the associations in our decision dated June 21, 1996.

On October 11, 1999, SAMAKABA and CADP filed a joint motion for summary judgment based on the pleadings, documents and other evidence already made part of the records of the case. On September 13, 2000, CADP reiterated the said motion, to which the intervenor-associations joined in a motion dated October 3, 2000, in which they also waived their counterclaims against SAMAKABA.

SAMAKABA filed no opposition to both motions, and neither did it file its memorandum despite an order from the trial court. On December 7, 2000, the Regional Trial Court, Branch 134 of Makati City rendered judgment dismissing the complaint in Civil Case No. 94-3107 for lack of cause of action. It held that the original milling contract was amended and not extended, and it upheld the prerogative of CADP not to extend the milling contract with SAMAKABA, citing Paragraph 1 of the original contract which provides, as follows:

“PARAGRAPH 1. This Milling Contract shall have a basic duration period of TEN (10) CROP YEARS, beginning with Crop Year 1984/1985 and to last up to Crop Year 1993/1994, extendible at the option of CENTRAL for SEVEN (7) CROP YEARS more under the same terms, that is, the extension to cover CROP YEARS 1994/1995 to 2000/2001, inclusive, which extension option the CENTRAL may exercise not later than the ending date of Crop Year 1993/1994 by sending or serving on the planters' association SAMAKABA a general notice/advice of its exercise of the option. Should the CENTRAL, on its own initiative, expand its rated daily capacity from the present 6,500 tons to 9,000 tons or more daily capacity on or before the ending of Crop Year 1993/1994, then the CENTRAL may, at its option, extend this Milling Contract for TEN (10) CROP YEARS under the same terms, that is, the extension to cover crop years 1994/1995 to 2003/2004, inclusive, instead of an extension for just SEVEN (7) CROP YEARS under the first stated no milling capacity expansion circumstances, which extension option the CENTRAL may likewise exercise not later than the ending date of Crop Year 1993/1994 by sending or serving on the planters' association SAMAKABA a general notice/advice of its exercise of the option.” (Records, p. 58)

In holding that SAMAKABA had no cause of action against CADP because a new milling contract had superseded the original milling contract (OMB), the court said:

“In Par. 3 of the of the amended contract, par. 22 of the old contract was deleted and replaced. The replacement specifically deleted SAMAKABA (plaintiff herein) as the only duly accredited planters' association and replaced it with “planters' association or planters' cooperative duly accredited by the CENTRAL (defendant herein). Likewise, explicit in the same par. 3 of the amended contract is the deletion of

the word SAMAKABA from the rest of the paragraphs of the original contract such as those found in pars. 5, 6, 9, 12, 14, 18, 26, and 27. In other words, one of the changes or amendments to the terms and conditions of the original milling contract is the loss of SAMAKABA's monopoly representation of the planters. The planters who had sought representation by other associations (the intervenors in this case) during the original milling contract's expiration, effectively withdrew from the plaintiff the authority to represent them.

“Since the defendant [CADP] did not extend the original milling contract, it follows that the plaintiff has no cause of action. On its part, the defendant [CADP] manifested in its motion for summary judgment that it is waiving its counterclaim for damages in the event of a favorable judgment to it. The intervenors made the same manifestation.

“Considering that there is no more genuine issue to be resolved, the Court finds that summary judgment is proper pursuant to Section 3, Rule 35 of the Rules of Civil Procedure.”“WHEREFORE, this case is hereby dismissed for lack of cause of action.”“SO ORDERED” (Records, p. 58-59)

SAMAKABA moved without success for a reconsideration of the decision. On April 27, 2004, this Court dismissed its appeal, docketed as CA-G.R. CV NO. 70529, and affirmed the trial court's decision in toto.

Meanwhile, on January 23, 2004, 3 months before the decision in CA-G.R. CV No. 70529, suspecting that CADP had been transferring raw sugar from its warehouse and factory directly to its refinery in violation of the old milling contract and without observing the quedaning and weighing procedures, SAMAKABA inspected the CADP warehouse and allegedly discovered the above violations. On January 26, 2004 SAMAKABA's Chairman and President, Ruben T. Rodriguez wrote (Annex “C”) to Mr. Ramon A. Picornell, Jr., Senior Vice President for Operations of CADP, and, still asserting that all the planters milling with CADP are its members, demanded that CADP “stop, desist or refrain from directly transferring sugar from your factory/warehouse without prior proper accounting and weighing procedures acceptable to us or the association in order to avoid further damage or prejudice to the right, interest or economic life of all sugar planters milling with CADP, all of whom are members of our association.” It explained, thus:

“I need not over-emphasize that this transfer of our raw sugar produce greatly affected or prejudiced the rights and interest of our planters/members, not to mention their economic life because the association will not be able to determine the excess sugar produced by the mill since periodic quedans were [based] only on theoretical figures. Since excess sugar can only be determined after separation of sugar duly quedaned and weighed, your transfer of raw sugar procedure has undeniably caused losses to the planters in terms of excess sugar for at least nine (9) years or from the time of the reduction of our work force as a result of the unilateral amendment of our milling contract.

“I need not further emphasize that the unilateral amendment of our milling contract has greatly affected the service the association provides to all planters milling their canes at CADP. Be it noted that all planters milling with CADP become automatic members without any written application for such pursuant to the association's By-Laws which had been registered and approved by the Securities and Exchange Commission since 1962 and uncontested for the past 42 years.” (Records, p. 16)

There was no response from CADP, and on February 20, 2004 SAMAKABA filed Civil Case No. 809, now on appeal before Us, against CADP with the Regional Trial Court, Branch 14 of Nasugbu, Batangas, praying as follows:

“WHEREFORE, petitioner prays that upon filing of the instant petition, the writs of injunction be issued directing respondent CADP to render an accounting of excess sugar and unremitted association dues and/or deposit the same before this Honorable Court or its authorized bank for proper disposition, and temporarily enjoin respondent CADP from transferring raw sugar from its warehouse and factory directly to the refinery without corresponding sugar quedan, verified, accounted and weighed, and that after due notice, judgment be

rendered, as follows:" 1. Order the release of association dues and to deposit the same in favor of petitioner SAMAKABA and pay the latter directly all current association dues;

"2. Pay petitioner the sum equivalent to unaccounted excess sugar since the sugar refinery started its operation when the direct transfer of raw sugar from the factory and warehouse was done;

"3. Make permanent the temporary restraining so issued and/or writs of injunction be issued permanently enjoining respondent CADP from transferring raw sugar from its warehouse and factory directly to its refinery;

"4. Fix reasonable injunction bond to answer for damages by reason of the writs of injunction, if it turns out later that the petitioner is not entitled thereto;

"5. Pay petitioner the sum of P100,000.00 as and for attorney's fees and a further sum of P5,000.00 as appearance fee per court attendance;

"6. Pay the costs of suit.

" Other reliefs and remedies just and equitable are likewise prayed for." (Records, pp. 7-8)

In the petition below for injunction, now before Us on appeal, SAMAKABA insists that it continues to be the sole and exclusive representative of all the sugar planters who "have been milling sugar cane with respondent CADP since 1962 under a milling agreement or contract, the latest of which was dated crop year 1984-1985 to crop year 1993-1994 and crop year 1994-1995 to crop year 2003-2004" (see Paragraph 2 of Petition). In particular, SAMAKABA complained that CADP "unilaterally, illegally, capriciously, whimsically, and arbitrarily amended paragraph 22 of the original milling contract and added thereon other planters' association or planters' cooperative to be the representative of sugarcane planters milling with CADP, the validity of which is now pending with the Court of Appeals" (see Paragraph 2.1, *ibid.*), referring to CA-G.R. CV No. 70529.

On motion of CADP to dismiss the complaint (Annex "1") for forum shopping and lack of cause of action, on January 15, 2005 the court *a quo* issued its now assailed Resolution dismissing the complaint. On appeal to us, SAMAKABA insists that the court's decision deprived it of due process, and that it failed to consider that the earlier case Civil Case No. 94-3107 dealt with issues unrelated to the present action, which arose from acts occurring subsequent to the institution of the first case. SAMAKABA again reiterates that it remains the sole and exclusive representative of all planters milling with CADP.

The appeal has no merit.

Paragraph 1 of the old milling contract expressly provides that it is the "CENTRAL", referring to appellee CADP, which held the option to extend or renew for another seven (7) years the original milling contract after its expiration in crop year 1993/1994, or from crop year 1994/1995 to crop year 2000/2001. The extension would be signified by CADP serving on SAMAKABA a general notice/advice of its exercise of the said option.

Instead of the extension, however, CADP sent to SAMAKABA a letter proposing a new 10-year milling contract containing significant amendments, among which are that SAMAKABA would cease to be the exclusive representative of the planters, and that CADP could henceforth accredit other planters' associations to represent them with CADP.

As a result of the termination of SAMAKABA's authority as sole representative of the sugar planters, or at least its non-recognition as such by CADP, SAMAKABA's revenues from association dues dwindled and it lost the ability to monitor vital operations of CADP on the storage of raw sugar, issuance of *quedans*, accounting and weighing procedures, as well as physical withdrawal of raw sugar for transport to CADP's refinery.

To justify its petition for injunction, SAMAKABA alleged the following causes of action and reliefs:

"1. Directing respondent CADP to pay petitioner all the association dues collected by the latter from the planters. Invoking the provision of its own by-laws, Petitioner contends that it is entitled to all the association dues collected by the respondent from all the planters; (*ibid.*, par. 4.2)

“2. Petitioner seeks to direct respondent to render an accounting of excess sugar and to pay petitioner the value thereof; (ibid., pars. 7 and 8, pages 5, 6 and 7)

“3. Petitioner seeks to restrain respondent CADP from transferring raw sugar from its warehouse and factory directly to the refinery without the corresponding sugar quedan, verified, accounted and weighed. (ibid., par. 8)

(Records, pp. 162-163))

On the day of the hearing of plaintiff's application for Writs of Preliminary Prohibitory and Mandatory Injunction, March 12, 2004, CADP filed its opposition thereto, on the ground that petitioner had not shown any clear and unmistakable legal right to the injunctive relief. The court summarized CADP's arguments, as follows:

“a. The right to collect association dues from planters belongs to the respective planters associations and not solely to SAMAKABA;

“b. The claim of Petitioner that it was deprived of excess sugar has no basis either in law or in contract; and

“c. The raw sugar produced by the milling warehouse is duly quedaned. Nonetheless, the transfer of raw sugar from the warehouse directly to its refinery without being quedaned is valid under Sugar Order No. 6.

(Records, p. 163)

Also on March 12, 2004, CADP filed a motion to dismiss the petition for injunction (Records, pp. 45-55), on the following grounds:

“a. Petitioner SAMAKABA is guilty of Forum Shopping in view of the case pending before the Court of Appeals involving the same issues;

“b. Petitioner's own dues were already paid by respondent albeit the same were remitted to the NLRC Sheriff pursuant to an Alias Writ of Execution; and

“c. The petition states no cause of action.

(Records, pp. 163-164)

Plaintiff's opposition to the motion to dismiss filed on March 29, 2004 proffered the following counter-arguments:

“1. On the ground of forum shopping: The issues involved in the case pending before the Court of Appeals are different from the issues raised in the case at bar. The issues raised in the former involved the enforcement of the original milling contract; declaration of nullity of the amended contract; restrain the recognition of any other planters' association; remittance of association dues already accrued; and damages. On the other hand, the reliefs being sought in the instant petition are (a) to restrain respondent from transferring raw sugar from warehouse directly to its refinery; (b) damages in the form of lost or unaccounted excess sugar; and (c) remittance of association dues after the amendment of the milling contract; (petitioner's opposition to the motion to dismiss, page 3, second par. of item (e);

“2. On the ground that association dues were remitted to the NLRC Sheriff: Petitioner posits that Respondent CADP has “no legal right” (sic) to remit association dues to the NLRC Sheriff or to comply with the decision or writ of execution issued simply because respondent CADP is not a party to the labor case;

“3. On the ground that the petition states no cause of action: Petitioner argues that the instant petition is an original suit so that any evidence to be presented must be done during the trial on the merit. Petitioner invokes the ruling that when a motion to dismiss is based on failure to state a cause of action, the resolution of which should not depend on any other evidence but the sufficiency of the allegations of the complaint, quoting *City of Cebu vs. Court of Appeals*, 258 SCRA 175. (petitioner's opposition to the motion to dismiss, page 8, par. 2.3.c.)

(Records, p. 164; underlining Ours)

Defendant-appellee in its reply and rejoinder dated April 28, 2004 in turn reiterated that:

“a. Petitioner engaged in forum shopping taking into account the fact that its claim for remittance of association dues in both cases is founded largely on the same issue which is already pending litigation before the Court of Appeals – that of determining whether petitioner still has the right to collectively represent all sugar planters milling with CADP;

“b. Petitioner’s claim for remittance of association dues is already extinguished in view of the remittance of the same to the NLRC Sheriff on the strength of the Alias Writ of Execution issued by the NLRC; and

“c. The petition states no cause of action since no justification exists to grant petitioner’s application for injunctive reliefs.

(Records, p. 165)

It cannot be gainsaid that appellant SAMAKABA anchors its right to prohibitory and mandatory injunction on its adamant insistence that it remains the sole and exclusive representative of the sugar planters milling with appellee CADP. "Records disclose," the trial court observed, "that the grounds relied upon by the petitioner in the instant petition are founded on the issue of representation. Said issue of representation is rooted on the belief of the petitioner that it is the sole and exclusive representative of all the planters milling with the respondent sugar central."

As noted further in the appealed resolution, SAMAKABA is really asking the court to also resolve the question of its exclusive authority to continue to collectively represent all the sugar planters: "x x x [P]etitioner is praying for the issuance of a writ of injunction and order directing the release and payment of all association dues to it, the prevention of transfer of raw sugar from the respondent’s warehouse to its refinery and the payment of an undisclosed sum equivalent to an alleged excess sugar of its members. Since the petitioner is seeking those above-mentioned reliefs, in its petition before this Court, it is as if it is asking this Court to resolve the issue of whether the petitioner has the right to collectively represent all sugar planters milling with the respondent since all of those reliefs being prayed for emanate or proceed from the right of representation."

It will be recalled that in Civil Case No. 94-3107, SAMAKABA had sought to nullify the amended milling contract which specifically deleted SAMAKABA as the only duly accredited planters association; to restrain CADP from accrediting associations and cooperatives other than SAMAKABA as representatives of the planters; to compel CADP to remit all association dues and assessments to SAMAKABA; to continue to enforce the original milling contract entered into by respondent and the individual planters of CADP covering their milling agreement for the period of ten crop-years beginning crop year 1983-1984 to crop year 1993-1994.

In the complaint below for injunction, appellant again demands that CADP remit to it all current association dues collected from the planters, to render an accounting of all excess sugar, and to pay to SAMAKABA the value thereof. The demands are consistent with its belief that it is still the sole representative of the sugar planters. In the appealed resolution, the trial court concluded that both cases filed by SAMAKABA are really for collection of a sum of money from CADP as the planters' withholding agent, specifically of the association dues collected under the new milling contract.

“The records clearly disclose that one of the causes of action which petitioner raised in the amended complaint (Annex “A”, respondent’s reply and rejoinder) against respondent on 02 January 1995 is for the remittance of association dues to petitioner (ibid, page 16). In the case at bar, petitioner likewise seeks for the remittance of all current association dues. In asserting its right to collect the association dues, petitioner alleged in both cases that it is the sole and exclusive representative of all the planters milling with CADP.

“It could easily be discerned that petitioner’s cause of action in both cases is for collection of sum of money. Petitioner seeks to collect all association dues which respondent had collected from the planters. Petitioner’s right to collect the association dues is anchored on the premise that it is the sole and exclusive representative of

all the planters milling with CADP.

“It must be noted though that the issue on whether petitioner still has the right to collectively represent all the planters remains pending before the Court of Appeals. If the decision of the Makati City Regional Trial Court dismissing the complaint filed by petitioner against respondent is affirmed by the Court of Appeals, then petitioner does not have the right to represent all Planters Milling with CADP. Accordingly, petitioner has no right to demand for the remittance of all association dues collected by respondent CADP from the planters. On the other hand, if the decision of the trial court is reversed by the Court of Appeals, only then can petitioner assert its right to demand for the remittance of all association dues. In the meantime, while the representation issue remains pending before the Court of Appeals, Petitioner should not seek for a friendly forum that would capitulate to its improvident plea for a favorable judgment.

“Thus, the act of Petitioner SAMAKABA in filing the instant Petition involving the same cause of action and the same issues pending before the Court of Appeals constitutes forum shopping, no less. Petitioner was thus trifling with the judicial process.”

(Records, pp. 167-168)

The court held, moreover, that there is no proof that the appellant has been recognized by CADP as the sole and exclusive representative of all the planters milling with CADP. On the contrary, Annexes “A” and “B” of appellant's opposition to the motion to dismiss and Annex “A” of the petition indubitably show that petitioner is merely one of the recognized associations representing the planters.

Furthermore, the appellant cannot invoke its by-laws to compel CADP to recognize it as the planters' sole representative. For although it does provide automatic membership in SAMAKABA to all planters milling with CADP, SAMAKABA's by-laws governs its internal affairs only. Besides, there is nothing to prevent the planters from forming or joining other associations apart from SAMAKABA, pursuant to their constitutionally protected freedom of association, notwithstanding SAMAKABA's unilateral recognition of them as members.

Thus, we cannot but agree with the trial court that “in view of the amendment of paragraph 22 of the original milling contract provided by the respondent, petitioner has lost its right to be the sole and exclusive representative of all the planters milling with the respondent. As a result, the petitioner can no longer monitor vital operations of the respondent such as storage of raw sugar, issuance of sugar quedans, accounting, weighing procedures and withdrawal of raw sugar, unless the petitioner can get a favorable decision from the Court of Appeals, reversing the appealed decision of the Court of Appeals, reversing the appealed decision of the Regional Trial Court of Makati on the said issue of validity of the amended milling contract.”

The court thus ruled that the question of whether SAMAKABA is entitled to all association dues and to the value of the excess raw sugar allegedly illegally transferred by CADP to its refinery, are issues “which are impliedly attached to or intertwined with the issue of validity of the amended milling contract, which is now still pending appeal before the Court of Appeals. Only after the issue of the validity of the amended milling contract has been resolved by the Court of Appeals, shall the resolution of the issue as to whether or not the petitioner is entitled to the reliefs prayed for by it in the present petition, would only then follow.”

In thus dismissing the second complaint, the trial court wanted to avoid preempting the Court of Appeals and to prevent multiplicity of suits. It was unaware that the appeal in the first case had already been decided the year before, on April 27, 2004, where it was categorically held that the parties' old milling contract has not been extended or renewed. We held that the requisites for a valid renewal had not been complied with, thus:

“(1) renewal is at the sole and exclusive option of CADP;

“(2) any renewal shall be on an as is basis, meaning the same terms and conditions spelled out in the old

milling contract (OMC) shall continue to be in force without any change or amendment;
“(3) renewal shall be effected by CADP alone by sending or serving on SAMAKABA a general notice/advice that CADP was unilaterally exercising its option to renew the original milling contract;
“(4) renewal must be exercised by CADP not later than the ending date of crop year 1993/1994; and
“(5) extension shall be for seven (7) or ten (10) years – depending on CADP's increase in daily capacity from the 6,500 tons at the beginning of the 1984-1985 crop year to 9,000 tons or more.”

(Rollo, p. 96)

We concluded that “the inescapable fact is that CADP's actions were to discontinue with the original milling contract (OMC). In fact it did not merely propose amendments to the OMC. CADP imposed new terms and conditions under a new milling contract which it printed out and distributed for signature to other planter organizations and even individual planters. CADP required all planters including herein plaintiff-appellant to sign the new milling contract (NMC). There is no such thing as an amended milling agreement under the OMC because the amended milling contract mistakenly termed as amended original milling contract is in fact a new milling contract with new terms and new parties involved”. It was established that the proposed “new milling contract (NMC) has different terms and conditions from the old milling contract (OMC). The old milling contract (OMC) was not renewed. It was replaced by an NMC. There is a world of difference between original terms and new terms. There is a world of difference between original parties and new parties.”

It was further held that no act of herein appellee could remotely be construed as service of notice of the renewal of the old milling contract. Indeed, “All of defendant-appellant's action points to CADP's efforts to replace the OMC with NMC which has been newly printed and distributed to other planter organizations and even individual planters for their signature,” and that the old milling contract (OMC) “expired without any attempt or ado to preserve its original terms and to retain the original parties” since there were just so many material changes in the new milling contract (NMC) “which rendered the old milling contract (OMC) expired, inoperative and obsolete.” Even SAMAKABA in its pleadings termed the new contract as a “proposed contract”, implying that it understood that the OMC was indeed expiring on August 31, 1994. It was also noted that the entry of new parties to the milling contract cannot but show a deliberate removal of SAMAKABA as sole representative of all planters in the CADP district. Nor has there been an increase in CADP's daily milling capacity to justify its renewal of the OMC under the original terms.

Lastly, it is not disputed that association dues in the sum of P1,923,372.90 collected by CADP from the members of SAMAKABA in crop years 1997-1998 through 2002-2003 (Annexes “1” to “1-H”) had been remitted to the Sheriff of the National Labor Relations Commission – Regional Arbitration Branch No. IV pursuant to an Alias Writ of Execution issued by the Labor Arbiter dated February 04, 1998 in NLRC Case No. CB-IV-3197-90-B. That respondent is not a party to the case is of no moment, because CADP remitted the money to the NLRC Sheriff pursuant to a writ of execution served upon it. The writ categorically commanded the Sheriff to proceed to CADP “to collect the association dues that are regularly payable” to SAMAKABA. Said writ further directed Mr. Ruben Z. Samonte, Vice President of CADP to turn over whatever available dues of respondent SAMAKABA were collected and payable to SAMAKABA through Sheriff Loysaga Macatangga of the NLRC (Pages 3 & 4 of Annex “2”, motion to dismiss).

WHEREFORE, premises considered, the appealed Resolution is AFFIRMED.

SO ORDERED.

Lampas-Peralta and Dimaranan-Vidal, JJ., concur.

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