

**BF CORPORATION, PETITIONER, VS. COURT OF APPEALS,
SHANGRI-LA PROPERTIES, COLAYCO, ALFREDO C. RAMOS, INC.,
RUFO B. MAXIMO G. LICAUCO III AND BENJAMIN C. RAMOS, RESPO...**

G.R. No. 120105. March 27, 1998

Ponente: ROMERO, J.

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ROMERO, J.:

The basic issue in this petition for review on certiorari is whether or not the contract for the construction of the EDSA Plaza between petitioner BF Corporation and respondent Shangri-la Properties, Inc. embodies an arbitration clause in case of disagreement between the parties in the implementation of contractual provisions.

Petitioner and respondent Shangri-la Properties, Inc. (SPI) entered into an agreement whereby the latter engaged the former to construct the main structure of the “EDSA Plaza Project,” a shopping mall complex in the City of Mandaluyong.

The construction work was in progress when SPI decided to expand the project by engaging the services of petitioner again. Thus, the parties entered into an agreement for the main contract works after which construction work began.

However, petitioner incurred delay in the construction work that SPI considered as “serious and substantial.”[1] On the other hand, according to petitioner, the construction works “progressed in faithful compliance with the First Agreement until a fire broke out on November 30, 1990 damaging Phase I” of the Project.[2] Hence, SPI proposed the re-negotiation of the agreement between them.

Consequently, on May 30, 1991, petitioner and SPI entered into a written agreement denominated as “Agreement for the Execution of Builder’s Work for the EDSA Plaza Project.” Said agreement would cover the construction work on said project as of May 1, 1991 until its eventual completion.

According to SPI, petitioner “failed to complete the construction works and abandoned the project.”[3] This resulted in disagreements between the parties as regards their respective liabilities under the contract. On July 12, 1993, upon SPI’s initiative, the parties’ respective representatives met in conference but they failed to come to an agreement.[4]

Barely two days later or on July 14, 1993, petitioner filed with the Regional Trial Court of Pasig a complaint for collection of the balance due under the construction agreement. Named defendants therein were SPI and members of its board of directors namely, Alfredo C. Ramos, Rufo B. Colayco, Antonio B. Olbes, Gerardo O. Lanuza, Jr., Maximo G. Licauco III and Benjamin C. Ramos.

On August 3, 1993, SPI and its co-defendants filed a motion to suspend proceedings instead of filing an answer. The motion was anchored on defendants’ allegation that the formal trade contract for the construction of the project provided for a clause requiring prior resort to arbitration before judicial intervention could be invoked in any dispute arising from the contract. The following day, SPI submitted a copy of the conditions of the contract

containing the arbitration clause that it failed to append to its motion to suspend proceedings.

Petitioner opposed said motion claiming that there was no formal contract between the parties although they entered into an agreement defining their rights and obligations in undertaking the project. It emphasized that the agreement did not provide for arbitration and therefore the court could not be deprived of jurisdiction conferred by law by the mere allegation of the existence of an arbitration clause in the agreement between the parties.

In reply to said opposition, SPI insisted that there was such an arbitration clause in the existing contract between petitioner and SPI. It alleged that suspension of proceedings would not necessarily deprive the court of its jurisdiction over the case and that arbitration would expedite rather than delay the settlement of the parties' respective claims against each other.

In a rejoinder to SPI's reply, petitioner reiterated that there was no arbitration clause in the contract between the parties. It averred that granting that such a clause indeed formed part of the contract, suspension of the proceedings was no longer proper. It added that defendants should be declared in default for failure to file their answer within the reglementary period.

In its sur-rejoinder, SPI pointed out the significance of petitioner's admission of the due execution of the "Articles of Agreement." Thus, on page D/6 thereof, the signatures of Rufo B. Colayco, SPI president, and Bayani Fernando, president of petitioner appear, while page D/7 shows that the agreement is a public document duly notarized on November 15, 1991 by Notary Public Nilberto R. Briones as document No. 345, page 70, book No. LXX, Series of 1991 of his notarial register.[5]

Thereafter, upon a finding that an arbitration clause indeed exists, the lower court[6] denied the motion to suspend proceedings, thus:

"It appears from the said document that in the letter-agreement dated May 30, 1991 (Annex C, Complaint), plaintiff BF and defendant Shangri-La Properties, Inc. agreed upon the terms and conditions of the Builders Work for the EDSA Plaza Project (Phases I, II and Carpark), subject to the execution by the parties of a formal trade contract. Defendants have submitted a copy of the alleged trade contract, which is entitled 'Contract Documents For Builder's Work Trade Contractor' dated 01 May 1991, page 2 of which is entitled 'Contents of Contract Documents' with a list of the documents therein contained, and Section A thereof consists of the abovementioned Letter-Agreement dated May 30, 1991. Section C of the said Contract Documents is entitled 'Articles of Agreement and Conditions of Contract' which, per its Index, consists of Part A (Articles of Agreement) and B (Conditions of Contract). The said Articles of Agreement appears to have been duly signed by President Rufo B. Colayco of Shangri-La Properties, Inc. and President Bayani F. Fernando of BF and their witnesses, and was thereafter acknowledged before Notary Public Nilberto R. Briones of Makati, Metro Manila on November 15, 1991. The said Articles of Agreement also provides that the 'Contract Documents' therein listed 'shall be deemed an integral part of this Agreement', and one of the said documents is the 'Conditions of Contract' which contains the Arbitration Clause relied upon by the defendants in their Motion to Suspend Proceedings.

This Court notes, however, that the 'Conditions of Contract' referred to, contains the following provisions:

'3. Contract Document.

Three copies of the Contract Documents referred to in the Articles of Agreement shall be signed by the parties to the contract and distributed to the Owner and the Contractor for their safe keeping.' (underscoring supplied)

And it is significant to note further that the said 'Conditions of Contract' is not duly signed by the parties on any page thereof --- although it bears the initials of BF's representatives (Bayani F. Fernando and Reynaldo M. de la Cruz) without the initials thereon of any representative of Shangri-La Properties, Inc.

Considering the insistence of the plaintiff that the said Conditions of Contract was not duly executed or signed by the parties, and the failure of the defendants to submit any signed copy of the said document, this Court entertains serious doubt whether or not the arbitration clause found in the said Conditions of Contract is binding upon the parties to the Articles of Agreement.” (Underscoring supplied.)

The lower court then ruled that, assuming that the arbitration clause was valid and binding, still, it was “too late in the day for defendants to invoke arbitration.” It quoted the following provision of the arbitration clause:

“Notice of the demand for arbitration of a dispute shall be filed in writing with the other party to the contract and a copy filed with the Project Manager. The demand for arbitration shall be made within a reasonable time after the dispute has arisen and attempts to settle amicably have failed; in no case, however, shall the demand be made later than the time of final payment except as otherwise expressly stipulated in the contract.”

Against the above backdrop, the lower court found that per the May 30, 1991 agreement, the project was to be completed by October 31, 1991. Thereafter, the contractor would pay P80,000 for each day of delay counted from November 1, 1991 with “liquified (sic) damages up to a maximum of 5% of the total contract price.”

The lower court also found that after the project was completed in accordance with the agreement that contained a provision on “progress payment billing,” SPI “took possession and started operations thereof by opening the same to the public in November, 1991.” SPI, having failed to pay for the works, petitioner billed SPI in the total amount of P110,883,101.52, contained in a demand letter sent by it to SPI on February 17, 1993. Instead of paying the amount demanded, SPI set up its own claim of P220,000,000.00 and scheduled a conference on that claim for July 12, 1993. The conference took place but it proved futile.

Upon the above facts, the lower court concluded:

“Considering the fact that under the supposed Arbitration Clause invoked by defendants, it is required that ‘Notice of the demand for arbitration of a dispute shall be filed in writing with the other party x x x x in no case x x x x later than the time of final payment x x x x’ which apparently, had elapsed, not only because defendants had taken possession of the finished works and the plaintiff’s billings for the payment thereof had remained pending since November, 1991 up to the filing of this case on July 14, 1993, but also for the reason that defendants have failed to file any written notice of any demand for arbitration during the said long period of one year and eight months, this Court finds that it cannot stay the proceedings in this case as required by Sec. 7 of Republic Act No. 876, because defendants are in default in proceeding with such arbitration.”

The lower court denied SPI’s motion for reconsideration for lack of merit and directed it and the other defendants to file their responsive pleading or answer within fifteen (15) days from notice.

Instead of filing an answer to the complaint, SPI filed a petition for certiorari under Rule 65 of the Rules of Court before the Court of Appeals. Said appellate court granted the petition, annulled and set aside the orders and stayed the proceedings in the lower court. In so ruling, the Court of Appeals held:

“The reasons given by the respondent Court in denying petitioners’ motion to suspend proceedings are untenable.

1. The notarized copy of the articles of agreement attached as Annex A to petitioners’ reply dated August 26, 1993, has been submitted by them to the respondent Court (Annex G, petition). It bears the signature of petitioner Rufo B. Colayco, president of petitioner Shangri-La Properties, Inc., and of Bayani Fernando, president of respondent Corporation (Annex G-1, petition). At page D/4 of said articles of agreement it is expressly provided that the conditions of contract are ‘deemed an integral part’ thereof (page 188, rollo). And it is at pages D/42 to D/44 of the conditions of contract that the provisions for arbitration are found (Annexes G-3 to G-5, petition, pp. 227-229). Clause No. 35 on arbitration specifically provides:

Provided always that in case any dispute or difference shall arise between the Owner or the Project Manager on his behalf and the Contractor, either during the progress or after the completion or abandonment of the Works as to the construction of this Contract or as to any matter or thing of whatsoever nature arising thereunder or in connection therewith (including any matter or being left by this Contract to the discretion of the Project Manager or the withholding by the Project Manager of any certificate to which the Contractor may claim to be entitled or the measurement and valuation mentioned in clause 30 (5) (a) of these Conditions or the rights and liabilities of the parties under clauses 25, 26, 32 or 33 of these Conditions), the Owner and the Contractor hereby agree to exert all efforts to settle their differences or dispute amicably. Failing these efforts then such dispute or difference shall be referred to Arbitration in accordance with the rules and procedures of the Philippine Arbitration Law.

The fact that said conditions of contract containing the arbitration clause bear only the initials of respondent Corporation's representatives, Bayani Fernando and Reynaldo de la Cruz, without that of the representative of petitioner Shangri-La Properties, Inc. does not militate against its effectivity. Said petitioner having categorically admitted that the document, Annex A to its reply dated August 26, 1993 (Annex G, petition), is the agreement between the parties, the initial or signature of said petitioner's representative to signify conformity to arbitration is no longer necessary. The parties, therefore, should be allowed to submit their dispute to arbitration in accordance with their agreement.

2. The respondent Court held that petitioners 'are in default in proceeding with such arbitration.' It took note of 'the fact that under the supposed Arbitration Clause invoked by defendants, it is required that 'Notice of the demand for arbitration of a dispute shall be filed in writing with the other party x x x in no case x x x later than the time of final payment,' which apparently, had elapsed, not only because defendants had taken possession of the finished works and the plaintiff's billings for the payment thereof had remained pending since November, 1991 up to the filing of this case on July 14, 1993, but also for the reason that defendants have failed to file any written notice of any demand for arbitration during the said long period of one year and eight months, x x x.'

Respondent Court has overlooked the fact that under the arbitration clause –

Notice of the demand for arbitration dispute shall be filed in writing with the other party to the contract and a copy filed with the Project Manager. The demand for arbitration shall be made within a reasonable time after the dispute has arisen and attempts to settle amicably had failed; in no case, however, shall the demand be made later than the time of final payment except as otherwise expressly stipulated in the contract (underscoring supplied)

quoted in its order (Annex A, petition). As the respondent Court there said, after the final demand to pay the amount of P110,883,101.52, instead of paying, petitioners set up its own claim against respondent Corporation in the amount of P220,000,000.00 and set a conference thereon on July 12, 1993. Said conference proved futile. The next day, July 14, 1993, respondent Corporation filed its complaint against petitioners. On August 13, 1993, petitioners wrote to respondent Corporation requesting arbitration. Under the circumstances, it cannot be said that petitioners' resort to arbitration was made beyond reasonable time. Neither can they be considered in default of their obligation to respondent Corporation."

Hence, this petition before this Court. Petitioner assigns the following errors:

"A.

THE COURT OF APPEALS ERRED IN ISSUING THE EXTRAORDINARY WRIT OF CERTIORARI ALTHOUGH THE REMEDY OF APPEAL WAS AVAILABLE TO RESPONDENTS.

B.

THE COURT OF APPEALS ERRED IN FINDING GRAVE ABUSE OF DISCRETION IN THE FACTUAL FINDINGS OF THE TRIAL COURT THAT:

(i) THE PARTIES DID NOT ENTER INTO AN AGREEMENT TO ARBITRATE.

(ii) ASSUMING THAT THE PARTIES DID ENTER INTO THE AGREEMENT TO ARBITRATE, RESPONDENTS ARE ALREADY IN DEFAULT IN INVOKING THE AGREEMENT TO ARBITRATE.”

On the first assigned error, petitioner contends that the Order of the lower court denying the motion to suspend proceedings “is a resolution of an incident on the merits.” As such, upon the continuation of the proceedings, the lower court would appreciate the evidence adduced in their totality and thereafter render a decision on the merits that may or may not sustain the existence of an arbitration clause. A decision containing a finding that the contract has no arbitration clause can then be elevated to a higher court “in an ordinary appeal” where an adequate remedy could be obtained. Hence, to petitioner, the Court of Appeals should have dismissed the petition for certiorari because the remedy of appeal would still be available to private respondents at the proper time.[7]

The above contention is without merit.

The rule that the special civil action of certiorari may not be invoked as a substitute for the remedy of appeal is succinctly reiterated in *Ongsitco v. Court of Appeals*[8] as follows:

“x x x. Countless times in the past, this Court has held that ‘where appeal is the proper remedy, certiorari will not lie.’ The writs of certiorari and prohibition are remedies to correct lack or excess of jurisdiction or grave abuse of discretion equivalent to lack of jurisdiction committed by a lower court. ‘Where the proper remedy is appeal, the action for certiorari will not be entertained. x x x. Certiorari is not a remedy for errors of judgment. Errors of judgment are correctible by appeal, errors of jurisdiction are reviewable by certiorari.’

Rule 65 is very clear. The extraordinary remedies of certiorari, prohibition and mandamus are available only when ‘there is no appeal or any plain, speedy and adequate remedy in the ordinary course of law x x x.’ That is why they are referred to as ‘extraordinary.’ x x x.”

The Court has likewise ruled that “certiorari will not be issued to cure errors in proceedings or correct erroneous conclusions of law or fact. As long as a court acts within its jurisdiction, any alleged errors committed in the exercise of its jurisdiction will amount to nothing more than errors of judgment which are reviewable by timely appeal and not by a special civil action of certiorari.”[9]*v. Court of Appeals*, 327 Phil. 1, 41-42 (1996).9

This is not exactly so in the instant case. While this Court does not deny the eventual jurisdiction of the lower court over the controversy, the issue posed basically is whether the lower court prematurely assumed jurisdiction over it. If the lower court indeed prematurely assumed jurisdiction over the case, then it becomes an error of jurisdiction which is a proper subject of a petition for certiorari before the Court of Appeals. And if the lower court does not have jurisdiction over the controversy, then any decision or order it may render may be annulled and set aside by the appellate court.

However, the question of jurisdiction, which is a question of law depends on the determination of the existence of the arbitration clause, which is a question of fact. In the instant case, the lower court found that there exists an arbitration clause. However, it ruled that in contemplation of law, said arbitration clause does not exist.

The issue, therefore, posed before the Court of Appeals in a petition for certiorari is whether the Arbitration Clause does not in fact exist. On its face, the question is one of fact which is not proper in a petition for certiorari.

The Court of Appeals found that an Arbitration Clause does in fact exist. In resolving said question of fact, the Court of Appeals interpreted the construction of the subject contract documents containing the Arbitration Clause in accordance with Republic Act No. 876 (Arbitration Law) and existing jurisprudence which will be extensively discussed hereunder. In effect, the issue posed before the Court of Appeals was likewise a question of law. Being a question of law, the private respondents rightfully invoked the special civil action of certiorari.

It is that mode of appeal taken by private respondents before the Court of Appeals that is being questioned by the petitioners before this Court. But at the heart of said issue is the question of whether there exists an Arbitration Clause because if an Arbitration Clause does not exist, then private respondents took the wrong mode of appeal before the Court of Appeals.

For this Court to be able to resolve the question of whether private respondents took the proper mode of appeal, which, incidentally, is a question of law, then it has to answer the core issue of whether there exists an Arbitration Clause which, admittedly, is a question of fact.

Moreover, where a rigid application of the rule that certiorari cannot be a substitute for appeal will result in a manifest failure or miscarriage of justice, the provisions of the Rules of Court which are technical rules may be relaxed.^[10] As we shall show hereunder, had the Court of Appeals dismissed the petition for certiorari, the issue of whether or not an arbitration clause exists in the contract would not have been resolved in accordance with evidence extant in the record of the case. Consequently, this would have resulted in a judicial rejection of a contractual provision agreed by the parties to the contract.

In the same vein, this Court holds that the question of the existence of the arbitration clause in the contract between petitioner and private respondents is a legal issue that must be determined in this petition for review on certiorari.

Petitioner, while not denying that there exists an arbitration clause in the contract in question, asserts that in contemplation of law there could not have been one considering the following points. First, the trial court found that the “conditions of contract” embodying the arbitration clause is not duly signed by the parties. Second, private respondents misrepresented before the Court of Appeals that they produced in the trial court a notarized duplicate original copy of the construction agreement because what were submitted were mere photocopies thereof. The contract(s) introduced in court by private respondents were therefore “of dubious authenticity” because: (a) the Agreement for the Execution of Builder’s Work for the EDSA Plaza Project does not contain an arbitration clause, (b) private respondents “surreptitiously attached as Annexes ‘G-3’ to ‘G-5’ to their petition before the Court of Appeals but these documents are not parts of the Agreement of the parties as “there was no formal trade contract executed,” (c) if the entire compilation of documents “is indeed a formal trade contract,” then it should have been duly notarized, (d) the certification from the Records Management and Archives Office dated August 26, 1993 merely states that “the notarial record of Nilberto Briones x x x is available in the files of (said) office as Notarial Registry Entry only,” (e) the same certification attests that the document entered in the notarial registry pertains to the Articles of Agreement only without any other accompanying documents, and therefore, it is not a formal trade contract, and (f) the compilation submitted by respondents are a “mere hodge-podge of documents and do not constitute a single intelligible agreement.”

In other words, petitioner denies the existence of the arbitration clause primarily on the ground that the representatives of the contracting corporations did not sign the “Conditions of Contract” that contained the said clause. Its other contentions, specifically that insinuating fraud as regards the alleged insertion of the arbitration clause, are questions of fact that should have been threshed out below.

This Court may as well proceed to determine whether the arbitration clause does exist in the parties’ contract. Republic Act No. 876 provides for the formal requisites of an arbitration agreement as follows:

“Section 4. Form of arbitration agreement. – A contract to arbitrate a controversy thereafter arising between the parties, as well as a submission to arbitrate an existing controversy, shall be in writing and subscribed by the party sought to be charged, or by his lawful agent.

The making of a contract or submission for arbitration described in section two hereof, providing for

arbitration of any controversy, shall be deemed a consent of the parties of the province or city where any of the parties resides, to enforce such contract of submission.” (Underscoring supplied.)

The formal requirements of an agreement to arbitrate are therefore the following: (a) it must be in writing and (b) it must be subscribed by the parties or their representatives. There is no denying that the parties entered into a written contract that was submitted in evidence before the lower court. To “subscribe” means to write underneath, as one’s name; to sign at the end of a document.[11] That word may sometimes be construed to mean to give consent to or to attest.[12]

The Court finds that, upon a scrutiny of the records of this case, these requisites were complied with in the contract in question. The Articles of Agreement, which incorporates all the other contracts and agreements between the parties, was signed by representatives of both parties and duly notarized. The failure of the private respondent’s representative to initial the ‘Conditions of Contract’ would therefor not affect compliance with the formal requirements for arbitration agreements because that particular portion of the covenants between the parties was included by reference in the Articles of Agreement.

Petitioner’s contention that there was no arbitration clause because the contract incorporating said provision is part of a “hodge-podge” document, is therefore untenable. A contract need not be contained in a single writing. It may be collected from several different writings which do not conflict with each other and which, when connected, show the parties, subject matter, terms and consideration, as in contracts entered into by correspondence.[13] A contract may be encompassed in several instruments even though every instrument is not signed by the parties, since it is sufficient if the unsigned instruments are clearly identified or referred to and made part of the signed instrument or instruments. Similarly, a written agreement of which there are two copies, one signed by each of the parties, is binding on both to the same extent as though there had been only one copy of the agreement and both had signed it.[14]

The flaw in petitioner’s contentions therefore lies in its having segmented the various components of the whole contract between the parties into several parts. This notwithstanding, petitioner ironically admits the execution of the Articles of Agreement. Notably, too, the lower court found that the said Articles of Agreement “also provides that the ‘Contract Documents’ therein listed ‘shall be deemed an integral part of this Agreement,’ and one of the said documents is the ‘Conditions of Contract’ which contains the Arbitration Clause.” It is this Articles of Agreement that was duly signed by Rufo B. Colayco, president of private respondent SPI, and Bayani F. Fernando, president of petitioner corporation. The same agreement was duly subscribed before notary public Nilberto R. Briones. In other words, the subscription of the principal agreement effectively covered the other documents incorporated by reference therein.

This Court likewise does not find that the Court of Appeals erred in ruling that private respondents were not in default in invoking the provisions of the arbitration clause which states that “(t)he demand for arbitration shall be made within a reasonable time after the dispute has arisen and attempts to settle amicably had failed.” Under the factual milieu, private respondent SPI should have paid its liabilities under the contract in accordance with its terms. However, misunderstandings appeared to have cropped up between the parties ostensibly brought about by either delay in the completion of the construction work or by force majeure or the fire that partially gutted the project. The almost two-year delay in paying its liabilities may not therefore be wholly ascribed to private respondent SPI.

Besides, private respondent SPI’s initiative in calling for a conference between the parties was a step towards the agreed resort to arbitration. However, petitioner posthaste filed the complaint before the lower court. Thus, while private respondent SPI’s request for arbitration on August 13, 1993 might appear an afterthought as it was made after it had filed the motion to suspend proceedings, it was because petitioner also appeared to act hastily in order

to resolve the controversy through the courts.

The arbitration clause provides for a “reasonable time” within which the parties may avail of the relief under that clause. “Reasonableness” is a relative term and the question of whether the time within which an act has to be done is reasonable depends on attendant circumstances.[15] This Court finds that under the circumstances obtaining in this case, a one-month period from the time the parties held a conference on July 12, 1993 until private respondent SPI notified petitioner that it was invoking the arbitration clause, is a reasonable time. Indeed, petitioner may not be faulted for resorting to the court to claim what was due it under the contract. However, we find its denial of the existence of the arbitration clause as an attempt to cover up its misstep in hurriedly filing the complaint before the lower court.

In this connection, it bears stressing that the lower court has not lost its jurisdiction over the case. Section 7 of Republic Act No. 876 provides that proceedings therein have only been stayed. After the special proceeding of arbitration[16] has been pursued and completed, then the lower court may confirm the award[17] made by the arbitrator.

It should be noted that in this jurisdiction, arbitration has been held valid and constitutional. Even before the approval on June 19, 1953 of Republic Act No. 876, this Court has countenanced the settlement of disputes through arbitration.[18] Republic Act No. 876 was adopted to supplement the New Civil Code’s provisions on arbitration.[19] Its potentials as one of the alternative dispute resolution methods that are now rightfully vaunted as “the wave of the future” in international relations, is recognized worldwide. To brush aside a contractual agreement calling for arbitration in case of disagreement between the parties would therefore be a step backward.

WHEREFORE, the questioned Decision of the Court of Appeals is hereby **AFFIRMED** and the petition for certiorari **DENIED**. This Decision is immediately executory. Costs against petitioner.

SO ORDERED.

Narvasa, C.J., (Chairman), Kapunan, and Purisima, JJ., concur.

[1] Rollo, p. 75.

[2] Ibid., p. 9.

[3] Ibid., p. 76.

[4] Ibid.

[5] Annexes G-1 and G-2 of Reply to Opposition to Motion to Suspend Proceedings; Rollo in CA-G.R. SP No. 33412, pp. 190-191.

[6] Presided by Judge Domingo R. Garcia.

[7] Rollo pp. 16-17.

[8] 325 Phil. 1069, 1076 (1996).

[9] Commissioner of Internal Revenue

[10] Sps. Mejares v. Hon. Reyes, 324 Phil. 710, 718 (1996).

[11] Gamido v New Bilibid Prisons Officials, 312 Phil. 100, 104.

[12] 2 BOUVIER'S LAW DICTIONARY, 3[rd] revision, p. 3171.

[13] 17 C.J.S. 727-728.

[14] Ibid., pp. 728 & 729.

[15] MORENO, PHILIPPINE LAW DICTIONARY, 3[rd] ed., p. 790.

[16] Sec. 22, Rep. Act No. 876.

[17] Sec. 23 of Rep. Act No. 876 provides: "Confirmation of award. – At any time within one month after the award is made, any party to the controversy which was arbitrated may apply to the court having jurisdiction, as provided in section twenty-eight, for an order confirming the award; and thereupon the court must grant such order unless the award is vacated, modified or corrected, as prescribed herein. Notice of such motion shall be served upon the adverse party or his attorney as prescribed by law for the service of such notice upon an attorney in action in the same court.

[18] Puromines, Inc. v. Court of Appeals, G.R. No. 91228, March 22, 1993, 220 SCRA 281, 289-290.

[19] Chung Fu Industries (Phils.), Inc. v. Court of Appeals, G.R. No. 96283, February 25, 1992, 206 SCRA 545, 551.

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