

**THE PHILIPPINE PORTS AUTHORITY, REPRESENTED BY ITS
GENERAL MANAGER JUAN O. PENA, PETITIONER, VS. CIPRES
STEVEDORING & ARRASTRE, INC., RESPONDENT.**

G.R. No. 145742. July 14, 2005

Ponente: CHICO-NAZARIO, J.

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CHICO-NAZARIO, J.:

This is a petition for review on certiorari of the Decision[1] of the Court of Appeals in CA-G.R. SP No. 59553 entitled, "Cipres Stevedoring and Arrastre, Inc. (CISAI) v. The Honorable Alvin L. Tan in his capacity as Presiding Judge, Regional Trial Court (RTC), Br. 44, Dumaguete City, Philippine Ports Authority (PPA), Juan Peña[2] & Benjamin Cecilio." Said decision declared as null and void the Order dated 31 May 2000[3] of Judge Tan and directed the court a quo to issue a writ of preliminary injunction enjoining petitioner "from conducting the scheduled public bidding of cargo handling operations in the port of Dumaguete City" until the termination of the main case.

The facts follow.

Petitioner PPA is a government entity created by virtue of Presidential Decree (P.D.) No. 857 and is tasked to implement an integrated program for the planning, development, financing, and operation of ports and port districts in the country.[4]

Respondent CISAI is a domestic corporation primarily engaged in stevedoring, arrastre, and portage business, including cargo handling and hauling services, in the province of Negros Oriental and in the cities of Dumaguete and Bais. Since the commencement of its corporate existence in 1976, respondent had been granted permits of varied durations to operate the cargo handling operations in Dumaguete City. In 1991, petitioner awarded an eight-year contract[5] to respondent allowing the latter to pursue its business endeavor in the port of Dumaguete City. This contract expired on 31 December 1998.

At about the time respondent was awarded an eight-year contract in 1991 or, on 12 June 1990, PPA Administrative Order No. 03-90 (PPA AO No. 03-90) dated 14 May 1990 took effect.[6] This administrative order contained the guidelines and procedures in the selection and award of cargo handling contracts in all government ports as well as cargo handling services that would be turned over by petitioner to the private sector. Section 2 of said administrative order states:

Section 2. - Statement of Policies

As a general rule, cargo handling services in all government ports shall be awarded through the system of public bidding, except in the following cases:

2.1

Cargo handling contractors in ports with existing or expired contracts whose performance is satisfactory shall

be granted renewal of their contracts.

2.2

Cargo handling operators issued one-year permits and have already been in operation for at least six (6) months prior to the effectivity of this Order shall be audited, and if found satisfactory, awarded contracts.

2.3

Cargo handling services in ports with low cargo volume and where handling operations are primarily manual.[7]

On 29 May 1996, a Memorandum of Understanding (MOU)[8] was entered into among the National Union of Portworkers of the Philippines/Trade Union Congress of the Philippines,[9] the Department of Transportation and Communications,[10] the PPA,[11] the Department of Labor and Employment (DOLE),[12] and the Philippine Chamber of Arrastre and Stevedoring Operators (PCASO)[13] relative to the nationwide protests then being conducted by port workers. Among the items agreed upon by the parties to the MOU were:

- The DOTC Secretary shall immediately create a tripartite oversight committee to review, assess and evaluate current and future issuances pertaining to Cargo Handling contracts, portworkers' contracts with employers, and the like. The oversight committee shall be composed of equal representatives from the portworkers, the cargo handling operators and the government including the PPA and the DOTC Undersecretary who shall act as Chairman.
- Henceforth, all expiring Cargo Handling contracts shall be reviewed by the oversight committee referred to in paragraph 3 above for recommendation to the PPA Board of Directors as to whether the same shall be terminated and subjected to public bidding, or as may be authorized upon consideration of paragraph 2 hereof.[14]

Following the expiration of its contract for cargo handling, respondent was able to continue with its business by virtue of hold-over permits given by petitioner. The first of these permits expired on 17 January 2000[15] and the last was valid only until 18 April 2000.[16] While respondent's second hold-over permit was still in effect, petitioner, through its General Manager Juan O. Peña, issued PPA AO No. 03-2000[17] dated 15 February 2000 which amended by substitution PPA AO No. 03-90. PPA AO No. 03-2000 expressly provides that all contract for cargo handling services of more than three (3) years shall be awarded through public bidding. With respect to cargo handling permits for a period of three (3) years and less in ports where the average yearly cargo throughout for the last five (5) years did not surpass 30,000 metric tons and where the operations are mainly manual, the same shall be awarded through comparative evaluation.

Pursuant to PPA AO No. 03-2000, petitioner set the deadline for the submission of the technical and financial bids for the port of Dumaguete City at 12:00 noon of 05 July 2000; the opening of the technical bids on 05 July 2000 at 1:00 p.m.; and the dropping of the financial bids on 28 July 2000 at 1:00 p.m. Contending that this action on the

part of petitioner was in derogation of its vested right over the operation of cargo handling enterprise in Dumaguete City, respondent initiated an action for specific performance, injunction with application for preliminary mandatory injunction and temporary restraining order before the RTC of Dumaguete City.[18] This civil action was filed on 31 March 2000 and was raffled off to Branch 44 of said court wherein it was docketed as Civil Case No. 12688.

Respondent alleged in its complaint that PPA AO No. 03-90 explicitly provides that cargo handling contractors with existing or expired contracts but were able to obtain a "satisfactory" performance rating were entitled to a renewal of their respective cargo handling contracts with petitioner; thus, as respondent was given a rating of "very satisfactory"[19] in 1998, it follows that its cargo handling agreement should have been renewed after its expiration. Respondent likewise claimed that the approval and implementation of PPA AO No. 03-2000 was plainly arbitrary as said administrative order was:

19.1

Obviously unfair to plaintiff and port operators affected because it is an afterthought. It came about after PCASO[20] wrote a letter dated 04 February 2000 demanding for the renewal of the contract of the members with a rating of Satisfactory...

19.2

Obviously prejudicial to the right to renew the contract vested upon plaintiff (respondent herein) by virtue of Administrative Order No. 03-90 which was in force and effect during the period of contractual relations between defendant PPA and plaintiff.

19.3

Obviously repugnant to the Memorandum of Understanding dated May 29, 1996, which has the force of law between the contracting parties.

19.4

Obviously designed to justify non-compliance of a legal obligation created under Administrative Order No. 03-90.

19.5

A scheme to accommodate political pressures.

19.6

Arbitrary because it did not treat all port operators alike. For instance the Asian Terminals, Inc., the operator of South Harbor, had a negotiated Contract.[21]

In addition, respondent stated in its complaint that in the event the bidding would take place as scheduled, a substantial number of workers in the port of Dumaguete City faced the risk of displacement. Moreover, the possibility existed that the contract for cargo handling in Dumaguete City would be awarded to an incompetent and inexperienced participant in the bidding process unlike respondent which had already invested substantial capital in its operations in the port of said city. To further support its claim for a preliminary mandatory injunction, respondent alleged that a fellow PCASO member, Vitas Port Arrastre Service Corporation, operating at Pier 18, Vitas, Tondo, Manila, successfully obtained a writ of preliminary injunction from the RTC, Branch 46, Manila.[22]

Immediately after the filing of respondent's complaint, the RTC, Branch 44 of Dumaguete City, issued an order[23] granting respondent's prayer for a temporary restraining order. The dispositive portion of the order reads:

WHEREFORE, premises considered, and considering the urgent nature of the plaintiff's complaint, that serious and irreparable damage or injury would be suffered by the plaintiff unless said acts of the defendants complained of, is restrained; said defendants Philippine Ports Authority, Manila, Juan O. Peña, Benjamin Cecilio, their agents, representatives or persons acting in their behalves, are hereby ordered to cease and desist from further conducting the scheduled public bidding and awards on April 7, 2000, and April 10, 2000, respectively within twenty (20) days from receipt hereof...[24]

Petitioner thereafter filed a manifestation with urgent motion for reconsideration[25] to the aforesaid order of the trial court. Petitioner argued that the court a quo did not have the requisite jurisdiction to issue the assailed temporary restraining order; that respondent was estopped from seeking refuge from the court as it had already expressed its intention to join the bidding process involving the operation of the cargo handling operations in the

port of Dumaguete City; that respondent failed to exhaust administrative remedies by not seeking relief from petitioner prior to initiating this action before the court; and that it was in the best interest of the public if the bidding process proceeds as scheduled because of the "internal squabbling" taking place within respondent corporation which could affect the quality of its service. This motion was denied in the order of the court a quo dated 24 April 2000.[26]

Petitioner seasonably sought the reconsideration[27] of the trial court's order of 24 April 2000 this time arguing that:

- PRESIDENTIAL DECREE NO. 1818 PROHIBITS COURTS FROM ISSUING THE INJUNCTIVE WRIT IN ANY CASE, DISPUTE OR CONTROVERSY INVOLVING STEVEDORING AND ARRASTRE CONTRACTS.
- THE ORDER DATED APRIL 24, 2000 ADJUDICATES THE MERITS OF THE COMPLAINT EVEN BEFORE THE PARTIES ARE HEARD.
- THE ISSUANCE OF THE ORDER DATED APRIL 24, 2000 VIOLATES THE LAW IN CONTRACT MAKING.
- THE ISSUANCE OF THE ORDER DATED APRIL 24, 2000 IS BEYOND THE JURISDICTION OF THE HONORABLE COURT.
- THE ISSUANCE OF THE ORDER DATED APRIL 24, 2000 IS AGAINST PUBLIC INTEREST.
- THE ISSUANCE OF THE ORDER DATED APRIL 24, 2000 IS VIOLATION OF THE 1997 RULES ON CIVIL PROCEDURE.
- THE ISSUANCE OF THE ORDER DATED APRIL 24, 2000 IS VIOLATIVE OF DUE PROCESS.
- THE ISSUANCE OF THE ORDER DATED APRIL 24, 2000 IS UNSUPPORTED BY THE FACTS OF THIS CASE.[28]

In its 31 May 2000 Order, the trial court set aside the injunctive writ it previously issued "to give way to the pronouncements of P.D. No. 1818" as the "function of the PPA is vested with public interest." [29]

It was thereafter the turn of respondent to file its motion for reconsideration[30] of the Order of the trial court but the court a quo stood firm on its Order setting aside the injunctive writ it issued.[31] From this adverse ruling, respondent filed a petition for certiorari under Rule 65 before the Court of Appeals. In said petition, respondent maintained that P.D. No. 1818 did not cover the restraining order and preliminary injunction formerly issued by the RTC, Branch 44, Dumaguete City. According to respondent, as there was no assurance that the would-be winner of the bidding process possessed the capacity to operate the cargo handling services in Dumaguete City, there would have been a cessation of the cargo handling operations in the port of said city following the expiration of respondent's second hold-over permit. This, respondent insisted, was not the situation contemplated by P.D. No. 1818 which was precisely issued to ensure that essential government projects such as stevedoring and arrastre services would not be disrupted by the issuance of a temporary restraining order. In this case, the restraining order and injunction issued by the trial court ensured the continuity of the cargo handling operations in Dumaguete City. Respondent further argued that as what is involved in this case is petitioner's failure to comply with its obligation under PPA AO No. 03-90 and the validity of PPA AO No. 03-2000, petitioner could not invoke P.D. No. 1818 which should only apply to matters involving the exercise of discretion by administrative agencies.[32]

Respondent likewise claimed that the pre-qualification phase of the bidding procedure was attended by the following irregularities:

- Respondents (petitioner herein), then defendants (in Civil Case No. 12688), set October 15, 1999 as the deadline for the submission of the pre-qualification documents of prospective bidders. However, they pre-qualified DUMAGUETE KING PORTS & ILOILO QUEEN PORTS INC. (DUKIQ), which incidentally tried to intervene in this case, on April 3, 1999, which was not a juridical entity as of said date. It should be pointed out that it was only registered with the Securities and Exchange Commission (SEC) on April 4, (2000)... This means that DUKIQ became only (sic) a juridical entity only three days before the scheduled dropping of the bids on April 7, 2000 and seven (7) days before the supposed opening of the bids on April 10, 2000. This is certainly irregular and only bolsters petitioner's (respondent herein) apprehensions that there exists a preferred bidder. Moreover, DUKIQ was only issued a Mayor's Permit on April 18, 2000... This is not also in accordance with the rules of the bidding.

- The composition of the Pre-qualification, Bids, Awards Committee (PBAC) as composed by the respondents is not in conformity with AO 03-90.

- PPA Administrative Orders 03-90 ... and 03-2000... emanated from the same PPA Board Resolution No. 912. It should be pointed out that AO 03-2000 was issued arbitrarily for the purpose of evading the contractual obligation of respondents to renew the contracts of those cargo handling operators which obtained a satisfactory performance rating from the PPA. In other words, the most glaring irregularity committed by respondents here is the issuance of AO 03-2000, which is diametrically opposed to and inconsistent with AO 03-90 and PPA Board Resolution 912. This is not to mention that said AO 03-2000 will also deprive cargo handling operators in general, and CISAI, in particular, of their proprietary rights.[33]

Further, respondent insisted that on the basis of the clear language of PPA AO No. 03-90, it was entitled to the renewal of its cargo handling agreement as it was able to earn a "very satisfactory" performance rating. The implementation, therefore, of PPA AO No. 03-2000 transgressed the constitutional guarantee against non-impairment of contract and ignored respondent's vested right to the renewal of its cargo handling pact.

Relying on respondent's allegation as regards the purported irregularities which occurred during the pre-qualification part of the bidding process, the Court of Appeals nullified the 31 May 2000 Order of the trial court. The decretal portion of the appellate court's decision, now assailed before us, states:

WHEREFORE, premises considered the petition is GRANTED; and the assailed 31 May 2000 Order of the respondent Judge is hereby declared NULL and VOID. In lieu of the same, the Court orders:

- Subject to the posting of an injunction bond by herein petitioner in the amount to be determined by the court a quo, respondent Court is directed to ISSUE a Writ of Preliminary Injunction;

- Respondent Philippine Ports Authority to (DESIST) from conducting the scheduled public bidding of cargo handling operations in the port of Dumaguete City, effective until and after the case a quo shall have been finally decided.[34]

Petitioner is now before us seeking the reversal of the aforementioned decision of the appellate court on the following grounds:

IT WAS GRAVE ERROR FOR RESPONDENT COURT OF APPEALS [SECOND DIVISION] TO ISSUE ITS QUESTIONED DECISION CONSIDERING THAT:

(i) P.D. NO. 1818, LATER AMENDED BY R.A. 8975 AND REITERATED IN ADMINISTRATIVE CIRCULAR NO. 11.2000 OF THIS HONORABLE COURT, BANS THE ISSUANCE OF WRITS OF PRELIMINARY PROHIBITORY INJUNCTIONS IN CASES INVOLVING GOVERNMENT INFRASTRUCTURE PROJECTS AND SERVICE CONTRACTS, WHICH INCLUDES (SIC) ARRASTRE AND STEVEDORING CONTRACTS.

(ii) CISAI HAS NO CLEAR LEGAL RIGHT TO AN INJUNCTIVE WRIT. IT ACQUIRED NO VESTED RIGHTS TO ARRASTRE AND STEVEDORING OPERATIONS AT THE PORT OF DUMAGUETE CITY AS ITS HOLD-OVER CAPACITY COULD BE REVOKED AT ANY GIVEN TIME.

(iii) CISAI CANNOT COMPEL PPA TO RENEW ITS CONTRACT FOR CARGO HANDLING SERVICES.[35]

In our resolution of 12 November 2003, we granted petitioner's prayer for a temporary restraining order.[36]

Petitioner insists that the decision of the Court of Appeals failed to take into consideration the unequivocal language of Republic Act No. 8975 which amended P.D. No. 1818.

The main provision of P.D. No. 1818 provides:

SECTION 1. No court in the Philippines shall have jurisdiction to issue any restraining order, preliminary injunction, or preliminary mandatory injunction in any case, dispute, or controversy involving an infrastructure project, or a mining, fishery, forest or other natural resource development project of the government, or any public utility operated by the government, including among others public utilities for the transport of the goods or commodities, stevedoring and arrastre contracts, to prohibit any person or persons, entity or government official from proceeding with, or continuing the execution or implementation of any such project, or the operation of such public utility, or pursuing any lawful activity necessary for such execution, implementation or operation.

On the other hand, the pertinent portion of Rep. Act No. 8975 states:

SEC. 3. Prohibition on the Issuance of Temporary Restraining Orders, Preliminary Injunctions and Preliminary Mandatory Injunctions.—No court, except the Supreme Court, shall issue any temporary restraining order, preliminary injunction or preliminary mandatory injunction against the government, or any of its subdivision, officials or any person or entity, whether public or private, acting under the government's direction, to restrain, prohibit or compel the following acts:

...

(b) Bidding or awarding of contract/project of the national government as defined under Section 2 hereof; . .
.[37]

Concededly, P.D. No. 1818 which was the law in force at the time of the institution of this case, applies to the operation of arrastre and stevedoring contracts such as the one subject of the present case. Notably, the Court of Appeals' ruling was based solely on the perceived irregularities which occurred during the pre-qualification phase of the bidding process. The veracity of these claimed irregularities, however, are best left for the consideration of the trial court which has yet to rule on the merits, if there be any, of the main case.

More than this, as the issue presented before us is whether the appellate court erred in issuing the writ of preliminary injunction, we hew to the general principles on this subject.

A preliminary injunction is an order granted at any stage of an action prior to judgment of final order, requiring a party, court, agency, or person to refrain from a particular act or acts.[38] It is a preservative remedy to ensure the protection of a party's substantive rights or interests pending the final judgment in the principal action. A plea for an injunctive writ lies upon the existence of a claimed emergency or extraordinary situation which should be avoided for otherwise, the outcome of a litigation would be useless as far as the party applying for the writ is concerned.

At times referred to as the "Strong Arm of Equity,"[39] we have consistently ruled that there is no power the

exercise of which is more delicate and which calls for greater circumspection than the issuance of an injunction.[40] It should only be extended in cases of great injury where courts of law cannot afford an adequate or commensurate remedy in damages;[41] "in cases of extreme urgency; where the right is very clear; where considerations of relative inconvenience bear strongly in complainant's favor; where there is a willful and unlawful invasion of plaintiff's right against his protest and remonstrance, the injury being a continuing one, and where the effect of the mandatory injunction is rather to reestablish and maintain a preexisting continuing relation between the parties, recently and arbitrarily interrupted by the defendant, than to establish a new relation." [42]

For the writ to issue, two requisites must be present, namely, the existence of the right to be protected, and that the facts against which the injunction is to be directed are violative of said right.[43] It is necessary that one must show an unquestionable right over the premises.[44]

Petitioner maintains that respondent's claim of vested rights or proprietary rights over the cargo handling services at the port of Dumaguete City is baseless. It insists that the contract for cargo handling operations it formerly had with respondent did not amount to a property right; instead, it should be considered as a mere privilege which can be recalled by the granting authority at anytime when public welfare so requires.

On the other hand, respondent anchors its application for preliminary injunction on its alleged vested right over the cargo handling services in the port of Dumaguete City pursuant to PPA AO No. 03-90. It insists that under this administrative order, petitioner was bound to renew their cargo handling services agreement as it was able to meet and, in fact, was able to surpass the "satisfactory" performance rating requirement contained therein. Further, respondent posits the argument that PPA AO No. 03-2000 was formulated by petitioner as a device by which it could avoid its obligation under the superseded administrative order. Respondent, therefore, concludes that PPA AO No. 03-2000 contravenes the constitutional precept that "no law impairing obligations of contracts shall be passed." [45]

We agree with petitioner and hold that respondent was not able to establish its claimed right over the renewal of its cargo handling agreement with the former.

To begin with, stevedoring services are imbued with public interest and subject to the state's police power as we have declared in *Anglo-Fil Trading Corporation v. Lazaro*, [46] to wit:

The Manila South Harbor is public property owned by the State. The operations of this premiere port of the country, including stevedoring work, are affected with public interest. Stevedoring services are subject to regulation and control for the public good and in the interest of general welfare. [47]

As "police power is so far-reaching in scope, that it has become almost impossible to limit its sweep," [48] whatever proprietary right that respondent may have acquired must necessarily give way to a valid exercise of police power, thus: [49]

4. In the interplay between such a fundamental right and police power, especially so where the assailed governmental action deals with the use of one's property, the latter is accorded much leeway. That is settled law... [50]

In connection with the foregoing, we likewise find no arbitrariness nor irregularity on the part of petitioner as far as PPA AO No. 03-2000 is concerned. It is worthwhile to remind respondent that petitioner was created for the purpose of, among other things, promoting the growth of regional port bodies. In furtherance of this objective, petitioner is empowered, after consultation with relevant government agencies, to make port regulations particularly to make rules or regulation for the planning, development, construction, maintenance, control, supervision and management of any port or port district in the country. [51] With this mandate, the decision to bid

out the cargo holding services in the ports around the country is properly within the province and discretion of petitioner which we cannot simply set aside absent grave abuse of discretion on its part. The discretion to carry out this policy necessarily required prior study and evaluation and this task is best left to the judgment of petitioner. While there have been occasions when we have brushed aside actions on the part of administrative agencies for being beyond the scope of their authority, the situation at the case at bar does not fall within this exception.

As for respondent's claim that PPA AO No. 03-2000 violated the constitutional provision of non-impairment of contract, suffice it to state here that all contracts are "subject to the overriding demands, needs, and interests of the greater number as the State may determine in the legitimate exercise of its police power." [52]

Finally, it is settled that the sole object of a preliminary injunction, may it be prohibitory or mandatory, is to preserve the status quo until the merits of the case can be heard and the final judgment rendered. [53] The status quo is the last actual peaceable uncontested status which preceded the controversy.

In the case at bar, respondent sought the issuance of a writ for preliminary injunction in order to prevent the "cessation of cargo handling services in the port of Dumaguete City to the detriment and prejudice of the public, shipper, consignees and port workers." [54] However, the factual backdrop of this case establishes that respondent's eight-year contract for cargo handling was already terminated and its continued operation in the port of Dumaguete City was merely by virtue of a second hold-over permit granted by petitioner through a letter dated 27 December 1999, [55] the pertinent portion of which reads:

This HOP [56] extension shall be valid from January 18, 2000 up to April 18, 2000, unless sooner withdrawn or cancelled or upon the award of the cargo handling contract thru public bidding. [57]

By its nature, the hold-over permit was merely temporary in nature and may be revoked by petitioner at anytime. As we declared in the case of Anglo-Fil Trading Corporation, [58] hold-over permits are merely temporary and subject to the policy and guidelines as may be implemented by petitioner. The temporary nature of the hold-over permit should have served as adequate notice to respondent that, at any time, its authority to remain within the premises of the port of Dumaguete City may be terminated. Unlike the contract for cargo handling services previously entered into by petitioner and respondent, whose terms and conditions were agreed upon by the parties herein and which clearly provided for a specific period of effectivity as well as a stipulation regarding the notice of violation, the hold-over permit was unilaterally granted by petitioner pursuant to its authority under the law.

Based on the foregoing, it is clear that at the time of the institution of this suit, respondent no longer possessed any contract for its continued operation in Dumaguete City and its stay in the port of said city was by virtue of a mere permit extended by petitioner revocable at anytime by the latter. Obviously, the writ of preliminary injunction issued by the Court of Appeals granted respondent the authority to maintain its cargo handling services despite the absence of a valid cargo handling agreement between respondent and petitioner. For this reason, we hold that the Court of Appeals erred in ordering the court a quo to issue the writ of preliminary injunction in favor of respondent.

WHEREFORE, premises considered, the present petition is GRANTED and the Decision of the Court of Appeals dated 24 October 2000 is hereby REVERSED and SET ASIDE. The 31 May 2000 Order of the Regional Trial Court, Branch 44, Dumaguete City, setting aside the injunctive relief it previously issued is hereby REINSTATED and the temporary restraining order We issued in our Resolution dated 12 November 2003, enjoining, ordering, commanding and directing respondent from implementing the aforesaid decision of the Court of Appeals, is hereby made PERMANENT. No costs.

SO ORDERED.

Puno, (Chairman), Austria-Martinez, Callejo, Sr., and Tinga, JJ., concur.

[1] Rollo, pp. 46-55; Penned by Associate Justice Andres B. Reyes, Jr. with Associate Justices Cancio C. Garcia (now a member of this Court) and Romeo A. Brawner concurring.

[2] Named in the title of this case as Juan O. Pena.

[3] Rollo, pp. 229-230.

[4] Anglo-Fil Trading Corporation v. Lazaro, G.R. No. L-54958, 02 September 1983, 124 SCRA 494.

[5] Annex "D" of the Petition; Rollo, pp. 101-107.

[6] CA Rollo, pp. 112-138.

[7] Id., p. 112.

[8] Rollo, pp. 211-212.

[9] Represented by Atty. Democrito T. Mendoza.

[10] Represented by then Secretary Amado S. Lagdameo, Jr.

[11] Represented by Carlos L. Agustin.

[12] Represented by Rosalinda D. Baldoz.

[13] Represented by Alberto H. Suansing.

[14] Ibid.

[15] CA Rollo, p. 230.

[16] CA Rollo, p. 231.

[17] CA Rollo, pp. 139-149.

[18] Rollo, p. 117.

[19] Rollo, p. 210.

[20] Philippine Chamber of Arrastre and Stevedoring Operators.

[21] Rollo, p. 113.

[22] CA Rollo, pp. 107-109.

[23] Dated 31 March 2000; Rollo, pp. 118-121.

[24] Id., p. 121.

[25] Dated 07 April 2000; Rollo, pp. 122-125.

[26] Rollo, pp. 227-228.

[27] Motion for Reconsideration dated 09 May 2000; Rollo, pp. 128-137.

[28] *Id.*, pp. 128-129.

[29] *Rollo*, p. 151.

[30] Dated 14 June 2000; *Rollo*, pp. 152-156.

[31] Order dated 30 June 2000; *Rollo*, p. 158.

[32] Citing *Datiles v. Sucaldito*, G.R. No. 42380, 22 June 1990, 186 SCRA 704.

[33] *Rollo*, pp. 73-75.

[34] *Rollo*, pp. 17-18.

[35] *Rollo*, p. 33.

[36] *Rollo*, pp. 359-360.

[37] *Rollo*, pp. 34-35.

[38] Rule 58, Section 1, 1997 Civil Procedure.

[39] *Heirs of Eugenia V. Roxas, Inc. et al. v. Intermediate Appellate Court, et al.*, G.R. No. 67195, 29 May 1989, 173 SCRA 581.

[40] *Leonor A. Olalia and her husband Jesus G. Olalia v. Lolita O. Hizon*, represented by her Atty.-In-Fact, Atty, Abraham P. Gorospe, G.R. No. 87913, 06 May 1991, 196 SCRA 665, citing *Sales v. Securities & Exchange Commission*, G.R. No. 54330, 13 January 1989, 169 SCRA 109 and *Buayan Cattle Co., Inc. v. Hon. Jesus Quintillan, et al.*, G.R. No. L-26970, 19 March 1984, 128 SCRA 276.

[41] *Ibid.*

[42] *Capitol Medical Center, Inc. v. Court of Appeals*, G.R. No. 82499, 13 October 1989, 178 SCRA 493.

[43] *Araneta, et al. v. Gatmaitan, et al.*, G.R. No. L-8895 & No. L-9191, 30 April 1957, 101 Phil. 328.

[44] *Atty. Cornelio T. Rivera and Augusto Palomar v. The Honorable Intermediate Appellate Court and La Vista Association, Inc.*, G.R. No. 74249, 20 January 1989, 169 SCRA 307.

[45] Article III, Section 10, 1987 Philippine Constitution.

[46] *Supra*, note 4.

[47] *Id.*, p. 519.

[48] *Ichong v. Hernandez, et al.*, G.R. No. L-7995, 31 May 1957, 101 Phil. 1155.

[49] *Bautista v. Juinio*, G.R. No. L-50908, 31 January 1984, 127 SCRA 329, 338 cited in *Pernito Arrastre Services, Inc. v. Mendoza*, G.R. No. 53492, 29 December 1986, 146 SCRA 430.

[50] *Id.*, p. 338.

[51] Article VIII, Section 26, PD No.857.

[52] *Sangalang, et al. v. Intermediate Appellate Court*, G.R. No. 71169, 22 December 1988, 168 SCRA 667.

[53] *Capitol Medical Center, Inc. v. Court of Appeals*, G.R. No. 82499, 13 October 1989, 178 SCRA 493.

[54] *Ibid.*

[54] Rollo, p. 182.

[55] CA Rollo, p. 231.

[56] Hold-over Permit.

[57] Ibid.

[58] Supra, note 4 at 520-521.

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