SUNRISE GARDEN CORPORATION, PETITIONER, VS. COURT OF APPEALS AND FIRST ALLIANCE REAL ESTATE DEVELOPMENT, INC., RESPONDENTS.

G.R. No. 158836. September 30, 2015

Ponente: LEONEN, J.

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LEONEN, J.:

A person who is not a party in the main action cannot be the subject of the ancillary writ of preliminary injunction. These consolidated petitions arose out of a pending case between Sunrise Garden Corporation and Hardrock Aggregates, Inc. First Alliance Real Estate Development, Inc. was not a party to that case.

In 1998, the Sangguniang Panlungsod of Antipolo City passed City Ordinance No. 08-98[1] entitled "An Ordinance Creating a Technical Committee to Conduct a Feasibility Study, Preliminary and Parcellary Survey for the Proposed Construction of a City Road Connecting Four (4) Barangays in Antipolo City (Barangay Cupang, Mayamot, Mabugan and Munting Dilao) Starting From the Boundary of Cupang and Rancho Estate Subdivision in Marikina City Traversing Marcos Highway and Sumulong Highway Up to Barangay Munting Dilao, Antipolo City Exiting or Egressing to Imelda Avenue, Cainta, Rizal and Appropriating the Amount of Five Million (P5,000,000.00) Pesos Therefore."[2]

In 1999, the Sangguniang Barangay of Cupang requested the Sangguniang Panlungsod of Antipolo City to construct a city road to connect Barangay Cupang and Marcos Highway.[3] The request was approved through the enactment of Resolusyon Big. 027-99.[4]

The Technical Committee created by City Ordinance No. 08-98 posted notices to property owners that would be affected by the construction of the city road.[5] The notices stated:

> NOTICE TO THE PUBLIC
>
> PURSUANT TO CITY ORDINANCE NO. 08-98 DATED: NOVEMBER 11, 1998 AND BARANGAY RESOLUTION NO. 027-99 OF CUPANG BARANGAY COUNCIL, DATED SEPTEMBER 10, 1999, CITY ROAD (PHASE I), THE GENERAL PUBLIC IS HEREBY NOTIFIED THAT THE CITY GOVERNMENT OF ANTIPOLO IS GOING TO CONSTRUCT THE 20.00 METERS WIDE CITY ROAD, LINKING MARCOS HIGHWAY TO ANTIPOLO-SAN MATEO NATIONAL ROAD (C-6), ALL PROPERTY OWNERS AFFECTED ARE ENJOINED TO SEE THE PLANNING OFFICER OF ANTIPOLO CITY FOR DETAILS OF THE PROGRAM.[6]

In 2002, Engr. Eligio Cruz, Project Coordinator, submitted a report[7] to the City Mayor,[8] a portion of which states:

> 3. Pilot Road had been determined and property owners had been appraised [sic] like M[r]. Armando Carpio who owns majority of the affected lots[,] Mr. Alonzo Espanola of Hard Rock, Heavens Gate, Josefina Santos through Mr. Manuel Santos, Jr., Heirs of Crispulo Zapanta through Vice Mayor Lorenzo Zapanta, Gaudencio

> Caluma, RCR Realty, Maxima Matias, Heirs of Gabriel Martinez through Sec. Martinez an[d] several actual occupants in the course traversed by the Pilot Road[.][9]

Sunrise Garden Corporation was an affected landowner. Its property was located in Barangay Cupang, which Sunrise Garden Corporation planned to develop into a memorial park.[10]

Sunrise Garden Corporation, through Cesar T. Guy, Chair of the Board of Directors, executed an Undertaking[11] where Sunrise Garden Corporation would construct the city road at its own expense, subject to reimbursement through tax credits.[12] A portion of the Undertaking states:

> That I am the owner in fee simple of several parcels of land situated at Cupang, Antipolo, Rizal with a consolidated area of 116 Hectares, more or less;
>
> . . . .
>
> That I have applied for the development of the aforestated consolidated lots into a memorial park known as "SUNRISE GARDEN["];
>
> That setting aside of and/or providing a 6 hectares City Park is among the conditions set forth by the Antipolo, [sic] City council in the approval of the said project;
>
> . . . .
>
> That I am willing to undertake and finance development of the City Park and City Road connecting Marcos Highway to Marikina - San Mateo - Antipolo National Highway which cost shall be applied to our [t]axes and other fees payable to the City Government;
>
> That I am willing to sign and execute all legal instrument necessary to transfer ownership of the same to the City government[.][13]

The city road project, thus, became a joint project of the Sangguniang Panlungsod of Antipolo, Barangay Cupang, Barangay Mayamot, and Sunrise Garden Corporation.[14]

Sunrise Garden Corporation's contractor[15] began to position its construction equipment.[16] However, armed guards,[17] allegedly hired by Hardrock Aggregates, Inc., prevented Sunrise Garden Corporation's contractor from using an access road to move the construction equipment.[18]

On January 24, 2002, Sunrise Garden Corporation filed a Complaint[19] for damages with prayer for temporary restraining order and writ of preliminary injunction against Hardrock Aggregates, Inc.[20]

Hardrock Aggregates, Inc. filed its Answer to the Complaint.[21]

The trial court issued a temporary restraining order on February 15, 2002, "directing Hardrock to cease and desist from preventing/blocking the contractor in moving its equipments to the site of the proposed city road."[22]

Undaunted by the temporary restraining order, Hardrock Aggregates, Inc. continued to block the movement of the construction equipment.[23]

On March 19, 2002, the trial court ordered the issuance of a Writ of Preliminary Injunction, subject to the posting of a bond by Sunrise Garden Corporation.[24] On March 22, 2002, the Writ of Preliminary Injunction was issued.[25]

While the Complaint was pending, informal settlers started to encroach on the area of the proposed city road.[26]

Sunrise Garden Corporation, thus, filed a Motion and Manifestation on May 16, 2002,[27] praying for the

amendment of the Writ of Preliminary Injunction "to include any and all persons or group of persons from interfering, preventing or obstructing all of petitioner's contractors, equipment personnel and representatives in proceeding with the construction of the city road as authorized by Ordinance No. 08-98 of Antipolo City."[28]

The trial court granted Sunrise Garden Corporation's Motion and Manifestation and issued an Amended Writ of Preliminary Injunction[29] on May 22, 2002,[30] stating:

> IT IS HEREBY ORDERED by the undersigned Judge of this Court, that, until further orders, you, the said defendant and all your attorneys, representatives, agents and any other persons assisting you including any and all persons or groups of persons from interfering, preventing or obstructing all of plaintiff's contractors, equipment personnel and representatives in proceeding with the construction of a new access road as authorized by the Antipolo City Government and Barangay Cupang, leading to its memorial project site. As necessary, the services of Deputy Sheriff Rolando P. Palmares can be sought to enforce this Writ.
>
> Antipolo City, this 22[nd] day of May 2002.[31]

In compliance with the Amended Writ of Preliminary Injunction, the informal settlers allowed the construction equipment passage to the city road project. The construction of the city road then continued.[32]

Thereafter, armed guards of K-9 Security Agency, allegedly hired by First Alliance Real Estate Development, Inc.,[33] blocked Sunrise Garden Corporation's contractor's employees and prevented them from proceeding with the construction.[34]

First Alliance Real Estate Development, Inc., through its representative Mr. Boy Pineda, requested to have a dialogue with Sunrise Garden Corporation.[35] It was agreed that the meeting would be between the representatives of First Alliance Real Estate Development, Inc. and Sunrise Garden Corporation.[36] A meeting was scheduled on October 8, 2002 to be held at the Office of the City Planning.[37] On the day of the meeting, First Alliance Real Estate Development, Inc.'s representative, however, did not arrive.[38]

A verification with the Business Permit, License and Franchising Office of the City Mayor[39] revealed that First Alliance Real Estate Development, Inc. had no business record, and K-9 Security Agency had no permit to post guards.[40]

A Motion to cite K-9 Security Agency in contempt was filed on October 11, 2002[41] by Sunrise Garden Corporation.[42]

On November 11, 2002, K-9 Security Agency, joined by First Alliance Real Estate Development, Inc. and represented by the same counsel,[43] opposed the Motion to cite them in contempt, raising the defense of lack of jurisdiction over their persons, since they were not bound by the Amended Writ of Preliminary Injunction.[44] The Opposition[45] stated that:

> 1.3 The purpose of the Writ of Injunction is to preserve the relation between the parties during the pendency of the suit. This cannot be applied to K-9 and the Security Guards who are not parties in the case. Neither did they claim authority from the defendant, for which reason this Honorable Court did not acquire jurisdiction over them and could not validly enforce the Amended Writ of Injunction against them . . . .
>
> . . . .
>
> 1.5 Moreover, insofar as the K-9 and the Security Guards are concerned, the amended Writ of Injunction is void, for lack of notice to them, in accordance with Sec. 5, Rule 58, Rules of Civil Procedure quoted in part as follows:
> "Section 5. Preliminary Injunction not granted without notice; exception - no preliminary injunction shall be granted without hearing and prior notice to the party or person sought to be enjoined xxx."[46] (Emphasis

supplied, citation omitted)

It was further alleged in the Opposition that Sunrise Garden Corporation was intruding into First Alliance Real Estate Development, Inc.'s titled properties.[47]

On November 15, 2002, Sunrise Garden Corporation filed an Ex-parte Motion to require K-9 Security Agency and First Alliance Real Estate Development, Inc. to comply with the May 22, 2002 Amended Writ of Preliminary Injunction.[48]

The trial court granted Sunrise Garden Corporation's Motion and issued an Order dated November 22, 2002 requiring K-9 Security Agency to comply with the Amended Writ of Preliminary Injunction.[49]

Despite the issuance of the Order to comply, security guards dressed in civilian clothes still allegedly prevented the workers from proceeding to the construction site on November 28, 2002.[50]

Engr. Eligio Cruz, the Project Coordinator, spoke to the guards of K-9 Security Agency on the site and showed them a copy of the Order issued by the trial court.[51] A copy of the Order shown to the guards was allegedly already served by Sheriff Roland Palmares and received by K-9 Security Agency's Bagong Nayon Office and First Alliance Real Estate Development, Inc.[52] However, the guards replied that they were under Forefront Security Agency, not K-9 Security Agency.[53] The guards informed Engr. Eligio Cruz that First Alliance Real Estate Development, Inc. ordered them not to allow the city road construction.[54]

On November 29, 2002, Engr. Eligio Cruz wrote a letter-report[55] to Hon. Mauricio M. Rivera, Executive Judge of the Regional Trial Court of Antipolo City,[56] as follows:

> Relative to the Order dated November 22, 2002, I wish to inform this Honorable Court that on November 28, 2002 at about 1:30 P.M. several K-9 Security Guards dressed in civilian clothes armed with shotguns, scattered and deployed in ambush position on the mountain slope of the property of Armando Carpio, blocked the buldozer [sic] clearing the City Road which had barely began [sic].
>
> The undersigned explained to the four guards who approached the contents of the Order and showed to the team leader (who refused to give his name) the copy served by Sheriff Roland Palmares and received by their Bagong Nayon Office as well as their principal First Alliance Realty Corp.
>
> That the aforestated team leader answered back that they are now under FOREFRONT SECURITY AGENCY and have nothing to do with K-9 SECURITY subject of the order. Further the same guards are under the control of Officer-in-Charge ROLAND TOMINES, and have instructions from their principal FIRST ALLIANCE REALTY not to allow the construction of the City Road.
>
> IN VIEW of the foregoing incident, which constitute [sic] a clear defiance of the order, I am constrained to report the matters to this Honorable Court for disposition.[57]

On November 29, 2002, Sunrise Garden Corporation filed a Motion to cite Forefront Security Agency and First Alliance Real Estate Development, Inc. in contempt.[58] Sunrise Garden Corporation alleged that First Alliance Real Estate Development, Inc. was notified and voluntarily submitted to the jurisdiction of the court.[59] Sunrise Garden Corporation also alleged that First Alliance Real Estate Development, Inc. adopted K-9 Security Agency's Opposition.[60]

On December 4, 2002, K-9 Security Agency filed a Motion for Reconsideration of the November 22, 2002 Order.[61] Allegedly attached to the Motion were photocopies of TCT Nos. 342073-76 and 337784 to show that First Alliance Real Estate Development, Inc. was the registered owner of the parcel of land where the pieces of construction equipment were being placed.[62]

Apparently, to resolve the issue of ownership raised by First Alliance Real Estate Development, Inc., the trial court ordered on December 9, 2002 the City Planning and Development Office to conduct a table survey of the affected properties.[63] The Order[64] states:

> When this case was called for hearing today, counsel for First Alliance Realty Corporation submitted the xerox copies of titles of the Property which according to him are inside the area being built as city road. Plaintiff's counsel also argued that the tiles [sic] of First Alliance are outside the area where the road will traverse....
>
> Now, each of the parties are authorized to send a representative for the purpose of table survey and whatever the result of the table survey, City Planning and Development Office shall submit a report before this Court within five (5) days from the termination of table survey. The table survey would contain the signatures of each representative, the representative of the [sic] Sunrise and the representative of First Alliance.[65]

On December 27, 2002, P/Supt. Jose Fenix Dayao of Antipolo City dispatched SPO4 Conrado Abren Soza and other police officers to inspect the construction site.[66] Upon arrival, the police officers were fired at by the security guards of Forefront Security Agency.[67]

On January 15, 2003, the City Planning and Development Office, through Edgardo T. Cruz, reported[68] to the court that it could not accomplish the table survey, as required by the trial court in its Order dated December 9, 2002, because the Register of Deeds could not provide copies of First Alliance Real Estate Development, Inc.'s transfer certificates of title.[69] Attached to the City Planning and Development Office's report was a letter[70] from the Register of Deeds of Marikina City, stating that a certain Arty. Benjamin A. Flestado had filed a similar request in 2001, which request was forwarded to the Land Registration Authority.[71] Allegedly, the existing request for verification shows that First Alliance Real Estate Development, Inc. could not acquire a favorable report from the Land Registration Authority proving ownership over the property.[72]

On January 29, 2003, the trial court issued an Order stating that since First Alliance Real Estate Development, Inc. could not prove ownership over the properties, then First Alliance Real Estate Development, Inc. or any of its hired security agencies must comply with the Amended Writ of Preliminary Injunction.[73] Portions of the January 29, 2003 Order[74] read:

> Considering the fact that the First Alliance Realty Corporation could not prove that the titles of their land will be traversed or affected in the road construction being made by Sunrise Garden Corporation[,] it is incumbent [upon] the former to produce the certified copies of the Certificate of Titles of the First Alliance Realty Corporation to this Court so that the same will be sent to the CPDC of Antipolo City for the compliance of the Court order to make a table survey. As it is now, the First Alliance Realty Corporation is bound to comply with the amended injunction order of this Court dated November 22, 2002 wherein it is ordered that IT IS HEREBY ORDERED by the undersigned Judge of this Court, that, until further orders, you, the said defendant and all your attorneys, representatives, agents and any other persons assisting you including any and all persons or groups of persons from interfering, preventing or obstructing all plaintiff's contractors, equipment personnel and representatives in proceeding with the construction of a new access road as authorized by the Antipolo City Government and Barangay Cupang, leading to its memorial project site. . . .
>
> WHEREFORE, the First Alliance Realty Corporation or any of its Security Agencies acting as guard assigned in the Land must comply with the amended writ of preliminary injunction, as above mentioned.[75]

K-9 Security Agency and First Alliance Real Estate Development, Inc. filed a Motion for Reconsideration[76] reiterating their arguments that since the trial court did not acquire jurisdiction over them, the Writ of Preliminary Injunction could not be enforced against them.[77] First Alliance Real Estate Development, Inc. and K-9 Security Agency's Motion for Reconsideration was denied.[78]

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First Alliance Real Estate Development, Inc. thus filed a Petition for Certiorari with prayer for preliminary injunction and temporary restraining order before the Court of Appeals.[79] This was docketed as CA-G.R. SP No. 75758.[80]

In a Resolution dated March 7, 2003, the Court of Appeals issued ex-parte a temporary restraining order valid for 60 days.[81]

In the same Resolution, the Court of Appeals required the Office of the Solicitor General to comment on the Petition for Certiorari.[82] The Office of the Solicitor General then entered its appearance and filed its Comment.[83]

The Court of Appeals held two hearings with regard to the prayer for the issuance of a Writ of Preliminary Injunction.[84] During the hearing on April 24, 2003, Justice Sabio requested counsels[85] of the parties to maintain the status quo even after the lapse of the effectivity of the temporary restraining order, as follows:[86]

> J. SABIO:
>
> If we can have a word of honor among gentlemen that until the case would be decided there should be no, [sic] if we maintain the status quo. A gentleman's agreement. With the assurance that the court will resolve the incident at the earliest possible time.[87]

On June 20, 2003, the Court of Appeals issued a Writ of Preliminary Injunction.[88] The Resolution[89] stated:

> It will be recalled that in the hearing of the prayer for injunctive relief sought in this case last April 24, 2003, there was a gentleman's agreement among counsels of parties that status quo be maintained until such time that the main case will be resolved by this Court.
>
> Petitioner, however, through a motion informed this Court that private respondents are threatening to bulldoze the property subject matter of this litigation. Petitioner further stated that such act of private respondent will render judgment hereon moot and academic. Under such circumstances, we are left with no choice but to issue the injunctive relief sought, considering further that the issuance thereof is warranted.
>
> WHEREFORE, let a writ of Preliminary Injunction be issued conditioned upon petitioner's posting of a cash or surety bond in the amount of P200,000.00 to answer for the damages which may be sustained by private respondent by reason of this injunction or if the court should finally decide that the applicant is not entitled thereto. After which, the Division Clerk of Court is directed to issue the writ of preliminary injunction enjoining respondents, its agents or representatives from implementing public respondent's amended writ of injunction dated May 22, 2002, January 29, 2003 and February 24, 2003 Orders.[90] (Citation omitted)

Sunrise Garden Corporation and the Republic of the Philippines, through the Office of the Solicitor General, separately filed Petitions for Certiorari and Prohibition, with prayer for temporary restraining order and writ of preliminary injunction assailing the Writ of Preliminary Injunction issued by the Court of Appeals. Sunrise Garden Corporation's Petition[91] was docketed as G.R. No. 158836, and the Republic of the Philippines' Petition[92] was docketed as G.R. No. 158967.

Sunrise Garden Corporation offered[93] to post a bond as provided under Rule 58, Section 6[94] of the Rules of Court and prayed that this court issue a temporary restraining order to prevent the Court of Appeals from implementing the Writ of Preliminary Injunction.[95]

Republic of the Philippines subsequently filed a Supplemental Petition[96] for Certiorari on August 21, 2003 informing this court that the Court of Appeals allegedly issued a second Writ of Preliminary Injunction dated August 13, 2003, which states:

> WHEREAS, in the Resolution promulgated August 13, 2003, the Division Clerk of Court is directed to issue the Writ of Preliminary Injunction pursuant to the June 20, 2003 Resolution of this Court.
>
> NOW, THEREFORE, YOU RESPONDENT JUDGE OF THE REGIONAL TRIAL COURT OF ANTIPOLO CITY, BRANCH 73, YOUR AGENTS, EMPLOYEES, REPRESENTATIVES OR SUCH OTHER PERSON OR PERSONS ACTING IN YOUR BEHALF ARE ENJOINED FROM IMPLEMENTING THE AMENDED WRIT OF INJUNCTION DATED MAY 22, 2002, JANUARY 29, 2003 AND FEBRUARY 24, 2003 ORDERS.
>
> GIVEN BY THE AUTHORITY OF THE HONORABLE COURT OF APPEALS, Mme. Justice BENNIE ADEFUN-DE LA CRUZ [sic], Chairman, Mr. Justice JOSE L. SABIO, JR. and Mr. Justice HAKIM S. ABDULWAHID, Members, this 13[th] day of August 2003, Manila, Philippines.[97]

Republic of the Philippines prayed that the second Writ of Preliminary Injunction dated August 13, 2003 be dissolved.[98]

While the Petitions for Certiorari and Prohibition were pending before this court, the Court of Appeals, on November 5, 2003, granted First Alliance Real Estate Development, Inc.'s Petition for Certiorari and annulled the Amended Writ of Preliminary Injunction issued by the trial court,[99] reasoning as follows:

> Indeed, public respondent court acted with grave abuse of discretion and without jurisdiction when it sought the enforcement of its amended writ of preliminary injunction against petitioner, who was never a party to the pending case. Worse, it threatened petitioner with contempt of court for not following an unlawful order.
>
> Sec. 5, Rule 58, 1[st] sentence provides, thus: "No preliminary injunction shall be granted without hearing and prior notice to the party or person sought to be enjoined" (underscoring for emphasis). In the case at bench, petitioner was not only not impleaded as party to the case, but that it was never given prior notice regarding the writ of injunction.
>
> Public respondents' assertion that notice was already made to Hardrock Aggregates, Inc. is specious. There is no showing at all as to the relationship between Hardrock Aggregates, Inc. and petitioner. Since there is nothing to prove and establish that Hardrock, Inc. and petitioner are one and the same, then they should be treated as separate and distinct personalities.
>
> . . . .
>
> WHEREFORE, foregoing premises considered, the petition having merit, in fact and in law is hereby GIVEN DUE COURSE. Resultantly, the assailed ordered [sic] are hereby ANNULLED and SET ASIDE for having been issued with grave abuse of discretion and without jurisdiction. No costs.
>
> SO ORDERED.[100] (Emphasis and underscoring in the original)

Republic of the Philippines then questioned the Court of Appeals' Decision and filed a Petition for Review[101] on Certiorari before this court. The Petition was docketed as G.R. No. 160726.[102] Sunrise Garden Corporation also filed a separate Petition for Review on Certiorari[103] before this court, docketed as G.R. No. 160778.[104]

First Alliance Real Estate Development, Inc. then filed its Comment[105] on the Petition for Certiorari filed by Sunrise Garden and a Consolidated Comment,[106] addressing the issues raised in the Office of the Solicitor General's Petition for Certiorari and Supplemental Petition for Certiorari.

In a Resolution[107] dated January 28, 2004, this court consolidated G.R. Nos. 158836, 158967, 160726, and 160778.

First Alliance Real Estate Development, Inc. filed an Omnibus Motion,[108] praying that its Consolidated

Comment in G.R. No. 158967 "be adopted as its Comment [for] G.R. No. 160726."[109] First Alliance Real Estate Development, Inc. subsequently filed a Manifestation,[110] praying that the Comment it filed in G.R. Nos. 158967 and 158836 be adopted as its Comment in G.R. No. 160778.[111]

Sunrise Garden Corporation and Republic of the Philippines argue that the Court of Appeals committed grave abuse of discretion in not dismissing the Petition outright due to insufficiency of form and substance.[112] Sunrise Garden Corporation argues that First Alliance Real Estate Development, Inc. failed to prove its ownership over the properties in dispute.[113] Thus, it did not establish any right that would entitle it to the reliefs prayed for.[114] Also, no evidence was presented before the trial court and the Court of Appeals that would prove First Alliance Real Estate Development, Inc.'s claim that its property would be affected by the city road project.[115]

Sunrise Garden Corporation points out that First Alliance Real Estate Development, Inc. still failed to attach a certified true copy of its alleged titles to the properties affected by the city road project.[116] Sunrise Garden Corporation also manifests that the alleged properties of First Alliance Real Estate Development, Inc. will not be affected by the city road project based on an alleged study conducted by the Antipolo City Planning and Development Office.[117]

Further, Sunrise Garden Corporation and Republic of the Philippines argue that the Court of Appeals gravely abused its discretion when it issued the Writ of Preliminary Injunction because the Writ violated Presidential Decree No. 1818.[118]

Section 1 of Presidential Decree 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 governmental 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.

Sunrise Garden Corporation and Republic of the Philippines[119] posit that the term "infrastructure project" includes the construction of roads.[120] Also, the construction of the city road is a capital investment on the part of government because payment to Sunrise Garden Corporation shall be through tax credits.[121]

Republic of the Philippines adds that Presidential Decree No. 1818 is applicable because it does not distinguish between local government projects and national government projects.[122] Further, the city road project is intended to benefit not only the residents of several barangay that it will traverse, but also the students of the barangay school.[123] Once the city road project is completed, the travel time of the students will be lessened from two hours to just 30 minutes.[124]

Sunrise Garden Corporation admits that the Writ of Preliminary Injunction was not issued against First Alliance Real Estate Development, Inc.[125] Nevertheless, the nullification of the trial court's Orders effectively hampered the city road project.[126] The argument of First Alliance Real Estate Development, Inc. that "its property is being taken without just compensation"[127] proves that the injury to First Alliance Real Estate Development, Inc. is quantifiable.

Sunrise Garden Corporation and Republic of the Philippines argue that the Writ of Preliminary Injunction did not state the law and facts on which it was based.[128] The Court of Appeals did not state what clear legal right was being protected.[129] It merely stated that "private respondents are threatening to bulldoze the property subject

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matter of [the] litigation."[130]

As to the alleged "gentlemen's agreement" stated in the Order of the Court of Appeals, Sunrise Garden Corporation points out that as per the transcript of stenographic notes, the "gentlemen's agreement" was merely a suggestion of the court, but the parties themselves never came to an agreement.[131]

Sunrise Garden Corporation and Republic of the Philippines argue that First Alliance Real Estate Development, Inc. was not denied due process when the trial court issued the Amended Writ of Preliminary Injunction because it was afforded several opportunities to be heard.[132]

Republic of the Philippines acknowledges that the complaint for damages filed by Sunrise Garden Corporation was only against Hardrock Aggregates, Inc. because it was the entity that initially blocked the movement of the construction equipment of Sunrise Garden Corporation's contractor. However, First Alliance Real Estate Development, Inc. was given several opportunities to air its side. The first opportunity was the meeting scheduled on October 8, 2002 between First Alliance Real Estate Development, Inc., and Sunrise Garden Corporation. However, First Alliance Real Estate Development, Inc. did not appear despite being the requesting party.[133]

Further, First Alliance Real Estate Development, Inc. was duly notified when it allegedly received a copy of Sunrise Garden Corporation's Motion to cite for contempt and filed an Opposition to the Motion.[134] Sunrise Garden Corporation points out that First Alliance Real Estate Development, Inc. appeared in court to argue why it should not be cited in contempt.[135]

First Alliance Real Estate Development, Inc. was given another chance to be heard when it filed a Motion for Reconsideration on February 6, 2003 before the trial court.[136] Thus, First Alliance Real Estate Development, Inc. cannot claim that it was denied due process.[137]

In any case, Republic of the Philippines argues that the issuance of a Writ of Preliminary Injunction does not require a trial-type hearing under Rule 58, Section 5 of the Rules of Court.[138]

Sunrise Garden Corporation argues that the trial court had jurisdiction to issue the Amended Writ of Preliminary Injunction and enforce it against First Alliance Real Estate Development, Inc.[139] Assuming that the trial court did not have jurisdiction over the person of First Alliance Real Estate Development, Inc., this was cured when the latter voluntarily appeared in court.[140] First Alliance Real Estate Development, Inc. even filed pleadings such as an Opposition and a Motion for Reconsideration.[141] Other than filing pleadings, First Alliance Real Estate Development, Inc. argued that its properties will be affected by the city road project.[142] This issue was then submitted for resolution before the trial court.[143]

Sunrise Garden Corporation further argues that First Alliance Real Estate Development, Inc. had a plain, speedy, and adequate remedy, which was to present its title to the property.[144]

On the other hand, First Alliance Real Estate Development, Inc. counters that the trial court did not acquire jurisdiction over its person as it was not impleaded as a party-litigant in the Complaint for damages filed by Sunrise Garden Corporation against Hardrock Aggregates, Inc.[145] Sunrise Garden Corporation does not deny that First Alliance Real Estate Development, Inc. was not included in the Complaint.[146]

First Alliance Real Estate Development, Inc. was not involved in the Complaint for damages before the trial court.[147] Nonetheless, Sunrise Garden Corporation sought to enforce the Amended Writ of Injunction against it even though the Amended Writ was addressed to Hardrock Aggregates, Inc.[148] First Alliance Real Estate Development, Inc. alleges that it has no business relations with Hardrock Aggregates, Inc.[149] Thus, the Amended Writ of Preliminary Injunction is not binding on First Alliance Real Estate Development, Inc., and it

cannot be held in contempt.[150]

First Alliance Real Estate Development, Inc. argues that the Amended Writ of Preliminary Injunction dated May 22, 2002 was void as to First Alliance Real Estate Development, Inc. since it was never notified of the hearing.[151] Further, to implement the Amended Writ against First Alliance Real Estate Development, Inc. was equivalent to deprivation of property without due process.[152] First Alliance Real Estate Development, Inc., or its properties, was not involved in Civil Case No. 02-6396 and yet Sunrise Garden insists on including First Alliance Real Estate Development, Inc.'s properties in the city road project.[153]

First Alliance Real Estate Development, Inc. argues that the Amended Writ of Preliminary Injunction will allow Sunrise Garden Corporation to take possession and control of First Alliance Real Estate Development, Inc.'s property without due process of law.[154] First Alliance Real Estate Development, Inc. cites Buayan Cattle Co., Inc. v. Hon. Quintillan, etc., et al.[155] where this court held that "[injunctions are not available to take property out of the possession or control of one party and place it into that of another whose title was not clearly, been [sic] established."[156]

First Alliance Real Estate Development, Inc. claims that the construction of the city road has the effect of appropriating and taking First Alliance Real Estate Development, Inc.'s private property for public use.[157] First Alliance Real Estate Development, Inc. questions the lack of authority of Sunrise Garden Corporation to take the property considering that the Office of the Solicitor General admitted before the Court of Appeals that there was no expropriation ordinance, as follows:[158]

> J. Sabio:
>
> xxx could you show this Court an Ordinance authorizing the expropriation of that property? xxx
>
> Sol. Saludares:
>
> There is no expropriation Ordinance.
>
> J. Sabio:
>
> How can you enter a property without any authority, [sic] it [sic] is basic that you can enter the property only upon a Court Order.
>
> xxx
>
> Sol. Saludares:
>
> We have here a copy of the Ordinance, your honor.
>
> J. Sabio:
>
> What does it say?
>
> Sol. Saludares:
>
> An Ordinance creating a technical committee to conduct x x x.
>
> J. Sabio:
>
> That is not expropriation. I have read that. That is not expropriation.[159] (Emphasis supplied, citations omitted)

Further, the temporary restraining order and preliminary injunction issued by the Court of Appeals is not violative of Presidential Decree No. 1818.[160] First Alliance Real Estate Development, Inc. argues that the cases relied

upon by Sunrise Garden Corporation and Republic of the Philippines, Gov. Garcia v. Hon. Burgos[161] and Republic v. Silerio,[162] are not applicable because in these cases, biddings were conducted.[163] No bidding was conducted for the city road project as shown by Sunrise Garden Corporation's admission that it had an agreement with the City Government of Antipolo.[164] "There was no bidding conducted and the agreement between the Petitioner [Sunrise Garden Corporation] and the City Government of Antipolo City relative to [the] construction of the access road and payment by way of tax credit can still be questioned, for being illegal."[165]

First Alliance Real Estate Development, Inc. also alleges that Sunrise Garden Corporation disregarded the Court of Appeals' advice or their "gentlemen's agreement" to maintain the status quo when Sunrise Garden Corporation sought an Order from the trial court to enforce the Amended Writ of Injunction.[166]

First Alliance Real Estate Development, Inc. also questions the standing of Republic of the Philippines and the City Government of Antipolo because they were not impleaded as parties in CA-G.R. SP No. 75758 and Civil Case No. 02-6396.[167] Since they were not parties during the proceedings in the lower courts, they were not affected by the Writ of Preliminary Injunction.[168]

Also, the Petitions filed by Republic of the Philippines through the Office of the Solicitor General and before this court do not indicate the authority of the City Government of Antipolo to "represent the Republic"[169] and sign the certification of non-forum shopping.[170]

With regard to Republic of the Philippines' claim that a second Writ of Preliminary Injunction was issued by the Court of Appeals on August 13, 2003, First Alliance Real Estate Development, Inc. explains that this alleged second Writ of Preliminary Injunction was actually the Writ issued by the Court of Appeals in its Resolution dated June 20, 2003.[171] It is not a second Writ of Preliminary Injunction.

On the arguments raised by First Alliance Real Estate Development, Inc., Republic of the Philippines counters that First Alliance Real Estate Development, Inc. cannot claim denial of due process due to the lack of expropriation proceeding.[172]

Republic of the Philippines argues that expropriation and eminent domain are different, citing Section 19[173] of Republic Act No. 7160.[174] Republic of the Philippines explained that if compensation for the property is accepted, then there is no need for an expropriation proceeding.[175] In addition, First Alliance Real Estate Development, Inc. is not an affected landowner.[176]

As to the allegation that there was no public bidding, Republic of the Philippines discussed that the City Government of Antipolo had no funds for the road project, thus, it could not bid out the project.[177] However, due to the urgent need for the construction of the city road, the local government had to negotiate with a party "who [could] advance its realty taxes."[178] Sunrise Garden Corporation offered to do so, and the local government found the offer favorable.[179]

The resolution of this case involves the following issues:

First, whether the Court of Appeals committed grave abuse of discretion when it issued a Writ of Preliminary Injunction, contrary to the provisions of Presidential Decree No. 1818;

Second, whether respondent First Alliance Real Estate Development, Inc. was denied due process when the trial court issued its January 29, 2003 Order requiring respondent First Alliance Real Estate Development, Inc. to comply with the Amended Writ of Preliminary Injunction.

Finally, whether the trial court acquired jurisdiction over respondent First Alliance Real Estate Development, Inc.

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I

At the outset, G.R. Nos. 158836 and 158967 were rendered moot and academic when the Court of Appeals promulgated its Decision in CA-G.R. SP No. 75758 on November 5, 2003.

A case that is moot and academic has been defined as follows:

> A moot and academic case is one that ceases to present a justiciable controversy by virtue of supervening events, so that a declaration thereon would be of no practical use or value.[180] (Citation omitted)

In Philippine Savings Bank (PSBANK) v. Senate Impeachment Court,[181] this court stated:

> It is well-settled that courts will not determine questions that have become moot and academic because there is no longer any justiciable controversy to speak of. The judgment will not serve any useful purpose or have any practical legal effect because, in the nature of things, it cannot be enforced.[182] (Citation omitted)

While the Petitions for Certiorari are moot and academic, we clarify that Presidential Decree No. 1818, cited by the parties, has been repealed by Republic Act No. 8975.[183] The repealing clause of this law provides for an express repeal, thus:

> SEC. 9. Repealing Clause.—All laws, decrees, including Presidential Decree Nos. 605, 1818 and Republic Act No. 7160, as amended, orders, rules and regulations or parts thereof inconsistent with this Act are hereby repealed or amended accordingly.

This court has held that implied repeals are not favored, and "the failure to add a specific repealing clause indicates that the intent was not to repeal any existing law[.]"[184] The express repeal of Presidential Decree No. 1818 clearly indicates Congress' intent to replace Presidential Decree No. 1818 with Republic Act No. 8975.

Republic Act No. 8975 was approved on November 7, 2000 and was published in the Malaya and the Manila Bulletin on November 11, 2000. It was also published in the Official Gazette on May 7, 2001.[185] When this case was filed, Republic Act No. 8975 was already effective.

Section 3 of Republic Act No. 8975 provides:

> 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 subdivisions, officials or any person or entity, whether public or private, acting under the government's direction, to restrain, prohibit or compel the following acts:
>
> (a) Acquisition, clearance and development of the right-of-way and/or site or location of any national government project;
>
> (b) Bidding or awarding of contract/project of the national government as defined under Section 2 hereof[.] (Emphasis supplied)

In the recent decision of this court in Dynamic Builders v. Hon. Presbitero, Jr.,[186] we clarified that Republic Act No. 8975 is applicable to national government infrastructure projects.[187] It also discussed the remedies available to aggrieved parties in cases involving local government infrastructure projects as follows:

> Republic Act No. 8975 does not sanction splitting a cause of action in order for a party to avail itself of the ancillary remedy of a temporary restraining order from this court. Also, this law covers only national government infrastructure projects. This case involves a local government infrastructure project.
>
> For local government infrastructure projects, Regional Trial Courts may issue provisional injunctive reliefs

> against government infrastructure projects only when (1) there are compelling and substantial constitutional violations; (2) there clearly exists a right in esse; (3) there is a need to prevent grave and irreparable injuries; (4) there is a demonstrable urgency to the issuance of the injunctive relief; and (5) when there are public interests] at stake in restraining or enjoining the project while the action is pending that far outweigh (a) the inconvenience or costs to the party to whom the project is awarded and (b) the public benefits that will result from the completion of the project. The time periods for the validity of temporary restraining orders issued by trial courts should be strictly followed. No preliminary injunction should issue unless the evidence to support the injunctive relief is clear and convincing.[188] (Emphasis supplied)

In this case, the notice to the public states that "the City Government of Antipolo is going to construct the 20.00 meters wide city road[.]"[189] Also, the funds for the project would come from the Sangguniang Panlungsod of Antipolo City. There is nothing on record to show that the city road project is a national government project. Hence, the prohibition on the issuance of restraining orders or injunctions against national government projects does not apply.

II

Due process requires that a party be given the chance to be heard. The general rule is that "no man shall be affected by any proceeding to which he is a stranger, and strangers to a case are not bound by a judgment rendered by the court."[190] Corollarily, an ancillary writ of remedy cannot affect non-parties to a case.

Fernandez v. Court of Appeals[191] involved an Administrative Complaint against three Court of Appeals Justices.[192] One of the acts complained of was the issuance of a Writ of Preliminary Injunction, enjoining the implementation of an Order of the trial court.[193] This court dismissed the Complaint on the ground that an Administrative Complaint is not a substitute for a lost appeal.[194] This court also held that in any case, complainants did not have the personality to question the Writ of Preliminary Injunction since they were not the aggrieved parties.[195] Complainants had the option to intervene in the Petitions filed but did not do so.[196] This court discussed that:

> Section 1 of Rule 19 of the Rules of Court provides that a person who has a legal interest in the matter in litigation, or in the success of either of the parties, or an interest against both, or is so situated as to be adversely affected by a distribution or other disposition of property in the custody of the court or of an officer thereof may, with leave of court, be allowed to intervene in the action. Conversely, a person who is not a party in the main suit cannot be bound by an ancillary writ, such as a preliminary injunction. Indeed, he cannot be affected by any proceeding to which he is a stranger.[197] (Emphasis supplied, citation omitted)

In Mabayo Farms, Inc. v. Court of Appeals,[198] a Writ of Preliminary Injunction was issued against Juanito Infante, Domingo Infante, Lito Mangalidan, Jaime Aquino, John Doe, Peter Doe, and Richard Doe.[199] A certain Antonio Santos, who claimed ownership over the parcel of land, filed a Petition for Certiorari before the Court of Appeals, arguing that to enforce the Writ of Preliminary Injunction against him would be grave abuse of discretion since the trial court did not acquire jurisdiction over his person.[200] Mabayo Farms countered that Antonio Santos was covered by the Writ because it was issued against three Does, and these Does include Antonio Santos.[201] Also, since Santos received a copy of the Writ of Preliminary Injunction, he cannot claim lack of due process, and it was his duty to intervene in the case.[202] The Court of Appeals granted the Petition for Certiorari and enjoined the trial court from enforcing the Writ of Preliminary Injunction against Santos.[203] This court affirmed[204] the Decision of the Court of Appeals and held that:

> A preliminary injunction is an order granted at any stage of an action prior to final judgment, requiring a person to refrain from a particular act. As an ancillary or preventive remedy, a writ of preliminary injunction may therefore be resorted to by a party to protect or preserve his rights and for no other purpose during the

> pendency of the principal action. Its object is to preserve the status quo until the merits of the case can be heard. It is not a cause of action in itself but merely a provisional remedy, an adjunct to a main suit. Thus, a person who is not a party in the main suit, like private respondent in the instant case, cannot be bound by an ancillary writ, such as the writ of preliminary injunction issued against the defendants in Civil Case No. 6695. He cannot be affected by any proceeding to which he is a stranger.[205] (Emphasis supplied, citations omitted)

Regarding Mabayo Farms' argument that Santos should have intervened, this court discussed that:

> First, private respondent had no duty to intervene in the proceedings in Civil Case No. 6695. Intervention in an action is neither compulsory nor mandatory but only optional and permissive. Second, to warrant intervention, two requisites must concur: (a) the movant has a legal interest in the matter in litigation, and (b) intervention must not unduly delay or prejudice the adjudication of the rights of the parties nor should the claim of the intervenor be capable of being properly decided in a separate proceeding. The interest, which entitles a person to intervene in a suit, must involve the matter in litigation and of such direct and immediate character that the intervenor will either gain or lose by the direct legal operation and effect of the judgment. Civil Case No. 6695 was an action for permanent injunction and damages. As a stranger to the case, private respondent had neither legal interest in a permanent injunction nor an interest on the damages to be imposed, if any, in Civil Case No. 6695. To allow him to intervene would have unnecessarily complicated and prolonged the case.[206] (Citations omitted)

It may be argued that respondent First Alliance Real Estate Development, Inc. should have intervened in the case filed before the trial court. However, respondent First Alliance Real Estate Development, Inc.'s interests, or its properties, were not part of the issues raised in petitioner Sunrise Garden Corporation's Complaint. That Complaint was against Hardrock Aggregates, Inc. and not respondent First Alliance Real Estate Development, Inc. or its properties.

III

We rule that the Court of Appeals did not err when it annulled and set aside the trial court's Orders dated January 29, 2003, and February 24, 2002.

The Court of Appeals discussed that:

> Indeed public respondent court acted with grave abuse of discretion and without jurisdiction when it sought the enforcement of its amended writ of preliminary injunction against petitioner, who was never a party to the pending case. Worse, it threatened petitioner with contempt of court for not following an unlawful order.
>
> Sec. 5, Rule 58, 1[st] sentence provides, thus: "No preliminary injunction shall be granted without hearing and prior notice to the party or person sought to be enjoined. . ." In the case at bench, petitioner was not only not impleaded as party to the case, but that it was never given prior notice regarding the writ of injunction.
>
> Public respondents' [referring to the Republic] assertion that notice was already made to Hardrock Aggregates, Inc. is specious. There is no showing at all as to the relationship between Hardrock Aggregates, Inc. and petitioner. Since there is nothing to prove and establish that Hardrock, Inc. and petitioners are one and the same, then they should be treated as separate and distinct personalities.[207]

Respondent First Alliance Real Estate Development, Inc. argues that CA-G.R. SP No. 75758 is related to Civil Case No. 02-6396 where it was not included as a party litigant.[208] Respondent First Alliance Real Estate Development, Inc. reiterates that it is not liable for contempt because the trial court never acquired jurisdiction over it and, hence, it is not bound by the Amended Writ of Preliminary Injunction.[209]

Rule 58, Section 5 of the Rules of Court requires that the party to be enjoined must be notified and heard. The rule provides:

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> RULE 58
>
> PRELIMINARY INJUNCTION
>
> . . . .
>
> SEC. 5. Preliminary injunction not granted without notice; exception.—No preliminary injunction shall be granted without hearing and prior notice to the party or person sought to be enjoined. If it shall appear from facts shown by affidavits or by the verified application that great or irreparable injury would result to the applicant before the matter can be heard on notice, the court to which the application for preliminary injunction was made, may issue ex parte a temporary restraining order to be effective only for a period of twenty (20) days from service on the party or person sought to be enjoined, except as herein provided. Within the said twenty-day period, the court must order said party or person to show cause, at a specified time and place, why the injunction should not be granted, determine within the same period whether or not the preliminary injunction shall be granted, and accordingly issue the corresponding order. (Emphasis supplied)

In this case, petitioners Republic of the Philippines and Sunrise Garden Corporation did not refute that respondent First Alliance Real Estate Development, Inc. was never a party to the case. During the hearings before the Court of Appeals, counsel for petitioner Sunrise Garden Corporation placed much emphasis on its argument that respondent First Alliance Real Estate Development, Inc. did not prove ownership over the property but did not refute the primary issue of lack of jurisdiction over respondent First Alliance Real Estate Development, Inc. This is an admission that the trial court did not acquire jurisdiction over respondent First Alliance Real Estate Development, Inc.

> J. SABIO:
>
> It is fundamental that an order of a court cannot be enforced against a person who is not a party to a case.
>
> ATTY. GALIT [counsel for petitioner Sunrise Garden Corporation]:
>
> As I said, Your Honor, that is on my supposition. Earlier, Your Honor, both my good Companeros here have intelligently and clearly ventilated, open the eyes of the Honorable Court that this particular person is claiming, Your Honor, a right which is not existing. A right which is not existing, Your Honor. Why take refuge from an allegation that according to him this is not the proper forum. This is now the proper forum for the petitioner to prove his right because he is being challenged.
>
> J. SABIO:
>
> He does not have to prove anything. He has the title in his possession.
>
> ATTY. GALIT:
>
> Mere title, Your Honor, without any specification to be attested by a competent person such as the expert witness, a geodetic engineer, a licensed geodetic engineer. . .
>
> J. SABIO:
>
> That is not the issue in this case. As we said if you try to question the validity of the title of the petitioner[,] do it in a proper forum. This is not the proper forum. The issue here is not that. The issue is whether a writ of injunction can be enforced against a person who is not a party to the case. That is the pure and simple issue in this petition.
>
> ATTY. GALIT:
>
> We have made clear, Your Honor, as to the procedural aspect of the case and as to the substantive aspect of the

> case. As to the substantive aspect of the case the petitioner, despite several challenges against them they failed and they continued to fail to present any iota of evidence that would prove clear and unmistakable right to warrant the. . .
>
> J. SABIO:
>
> That is not the issue where he has to defend his title. Because his title is not the one, the subject matter of the case in the court below.
>
> ATTY. GALIT:
>
> Your Honor, guided by the Supreme Court decision, a mere photocopy, a mere xerox copy of any public document, alleged public documents cannot be said to be a basis of any right. This is a mere xerox copy to be treated as a mere scrap of paper.
>
> J. SABIO:
>
> Then you challenge it in a proper forum[,] not this forum. That is not the issue here. That is beyond us to decide. The issue is whether he [sic] injunction issued by the lower court should be enforced [against] petitioner who is not a party to the case.
>
> . . . .
>
> ATTY. GALIT:
>
> To be clear, Your Honor, and with all due respect to this Honorable Court. We take a parallel stand and we absolutely submit to the pronouncement of this Honorable Court that a party who is not a party litigant in the case below will never be affected by any issuance of an injunction. That is precisely correct and we do not dispute that, your Honor.
>
> . . . .
>
> ATTY. SAAVEDRA [co-counsel for petitioner Sunrise Garden Corporation]:
>
> As a matter of fact insofar as we are concerned, Your Honor, whether the lower court has jurisdiction over their person because they were not impleaded is immaterial. Because they are in the nature or category of strangers who refused to obey the writ of injunction which was addressed to the squatters. Since they have no right to be protected, they have not shown that they own any portion of the land to be traversed what right do they have to be protected for.
>
> J. SABIO:
>
> Again let us not go back to that issue so that we will not be misled, we do not becloud the real issue. The issue here is basic and fundamental. Whether petitioner [w]ho has not been a party to the case because he has not been impleaded can be cited for contempt for refusal to obey or comply with the amended writ of preliminary injunction? That is all.[210]

Petitioner Sunrise Garden Corporation additionally argues that the trial court acquired jurisdiction because respondent First Alliance Real Estate Development, Inc. voluntarily appeared in court to argue why it should not be cited in contempt.[211]

While Rule 14, Section 20[212] of the Rules of Court provides that voluntary appearance is equivalent to service of summons, the same rule also provides that "[t]he inclusion in a motion to dismiss of other grounds aside from lack of jurisdiction over the person of the defendant shall not be deemed a voluntary appearance."[213]

In Philippine Commercial International Bank v. Spouses Dy Hong Pi, et al.,[214] this court discussed that

voluntary appearance in court may not always result in submission to the jurisdiction of a court.

> Preliminarily, jurisdiction over the defendant in a civil case is acquired either by the coercive power of legal processes exerted over his person, or his voluntary appearance in court. As a general proposition, one who seeks an affirmative relief is deemed to have submitted to the jurisdiction of the court. It is by reason of this rule that we have had occasion to declare that the filing of motions to admit answer, for additional time to file answer, for reconsideration of a default judgment, and to lift order of default with motion for reconsideration, is considered voluntary submission to the court's jurisdiction. This, however, is tempered by the concept of conditional appearance, such that a party who makes a special appearance to challenge, among others, the court's jurisdiction over his person cannot be considered to have submitted to its authority.
>
> Prescinding from the foregoing, it is thus clear that:
>
> (1)
>
> Special appearance operates as an exception to the general rule on voluntary appearance;
>
> (2)
>
> Accordingly, objections to the jurisdiction of the court over the person of the defendant must be explicitly made, i.e., set forth in an unequivocal manner; and
>
> (3)
>
> Failure to do so constitutes voluntary submission to the jurisdiction of the court, especially in instances where a pleading or motion seeking affirmative relief is filed and submitted to the court for resolution.[215] (Citations omitted)

The appearance of respondent First Alliance Real Estate Development, Inc. and K-9 Security Agency should not be deemed as a voluntary appearance because it was for the purpose of questioning the jurisdiction of the trial court. The records of this case show that the defense of lack of jurisdiction was raised at the first instance and repeatedly argued by K-9 Security Agency and respondent First Alliance Real Estate Development, Inc. in their pleadings.[216]

Petitioner Sunrise Garden Corporation posits that a third-party claim would have been the proper remedy for respondent First Alliance Real Estate Development, Inc., and not a petition for certiorari before the Court of Appeals.[217] Petitioner Sunrise Garden Corporation cited Ciudad Real & Development Corporation v. Court of Appeals[218] where this court allegedly ruled that it is grave abuse of discretion to allow a "petitioner who is not a party litigant in the proceedings below [to file a petition] for certiorari."[219]

Counsel for respondent First Alliance Real Estate Development, Inc. countered that:

> With respect to the comment of counsel for the respondent, Your Honor, [sic] We [sic] have personality to challenge that because the writ of injunction, the order citing us for contempt are [sic] addressed to us, Your Honor. And we have the personality to ask for the nullity of that order, Your Honor.[220]

The case cited by petitioner Sunrise Garden Corporation is not applicable. In Ciudad Real, the trial court denied the Motion to intervene filed by Magdiwang Realty Corporation.[221] Magdiwang Realty Corporation did not question the trial court's Order, and it became final and executory.[222] When the case was brought before the Court of Appeals, the court recognized Magdiwang Realty Corporation's standing.[223] This court held that:

> Despite the finality of the order denying Magdiwang's intervention way back in 1989, the respondent court in its Decision of August 20, 1992 recognized the standing of Magdiwang to assail in the appellate court the Compromise Agreement. Again, this ruling constitutes grave abuse of discretion for Magdiwang was not a

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party in interest in Civil Case No. Q-35393.[224]

Considering that the trial court gravely abused its discretion when it sought to enforce the Amended Writ of Preliminary Injunction against respondent First Alliance Real Estate Development, Inc., the Court of Appeals did not err in granting the Petition for Certiorari filed by respondent First Alliance Real Estate Development, Inc.

WHEREFORE, premises considered, the Petitions in G.R. Nos. 158836 and 158967 are DISMISSED for being moot and academic.

The Petitions in G.R. Nos. 160726 and 160778 are DENIED, and the Decision of the Court of Appeals in CA-G.R. SP No. 75758 is AFFIRMED.

SO ORDERED.

Carpio, (Chairperson), Leonardo-De Castro, Peralta and Del Castillo, JJ., concur.

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[1] Rollo (G.R. No. 160726), p. 11, Republic's Petition.

[2] Id. at 35-40, City Ordinance No. 08-98.

[3] Id. at 12, Republic's Petition.

[4] Id. at 41-42.

[5] Id. at 12, Republic's Petition.

[6] Id.

[7] Id. at 43. Engr. Eligio Cruz's Report entitled "Re: City Road Linking Marcos Highway Antipolo-Marikina National Road and C-6, Bgy. Mayamot and Bgy. Cupang" was addressed to Mayor Angelito C. Gatlabayan of Antipolo City.

[8] Id. at 13, Republic's Petition.

[9] Id. at 43, Engr. Eligio Cruz's Report.

[10] Rollo (G.R. No. 160778), p. 5, Sunrise Garden Corporation's Petition.

[11] Rollo (G.R. No. 160726), p. 46.

[12] Id.

[13] Id.

[14] Id. at 13, Republic's Petition, and 46, Undertaking.

[15] Id. The contractor was ADC General Construction, Inc.

[16] Id.

[17] Id.

[18] Rollo (G.R. No. 160778), p. 6, Sunrise Garden Corporation's Petition.

[19] Rollo (G.R. No. 158836), pp. 148-154.

[20] Rollo (G.R. No. 160778), p. 6, Sunrise Garden Corporation's Petition. The Complaint was raffled to Branch

73 of the Regional Trial Court in Antipolo City.

[21] Rollo (G.R. No. 160726), p. 14, Republic's Petition.

[22] Id.

[23] Id.

[24] Id. at 15.

[25] Id.

[26] Rollo (G.R. No. 160778), p. 6, Sunrise Garden Corporation's Petition.

[27] Rollo (G.R. No. 160726), p. 15, Republic's Petition.

[28] Rollo (G.R. No. 160778), p. 7, Sunrise Garden Corporation's Petition.

[29] Id. at 57-58.

[30] Rollo (G.R. No. 160726), p. 15, Republic's Petition.

[31] Rollo (G.R. No. 160778), pp. 57-58, Amended Writ of Preliminary Injunction.

[32] Id. at 7, Sunrise Garden Corporation's Petition.

[33] Rollo (G.R. No. 160726), p. 16, Republic's Petition. First Alliance Real Estate Development, Inc. was referred to as First Alliance Realty Corporation in the Petition.

[34] Id.

[35] Id. at 47, Minutes of the Meeting dated October 8, 2002.

[36] Id.

[37] Id.

[38] Id. at 16, Republic's Petition.

[39] Id. at 48-49, Certification from the Business Permit, License and Franchising Office.

[40] Id. at 16, Republic's Petition.

[41] Id. at 17.

[42] Rollo (G.R. No. 160778), p. 8, Sunrise Garden Corporation's Petition.

[43] Id. at 61-62, K-9 Security Agency's Opposition. The Opposition stated that counsel Atty. Ciriaco Atienza was authorized to represent K-9 Security Agency and First Alliance Real Estate Development, Inc. The Opposition states:

"4.1 Attached is a copy of a Secretary Certificate, evidencing the authority of the undersigned counsel to represent First Alliance in this proceeding.

4.2 The authority from K-9 shall be submitted during the hearing."

[44] Id. at 59.

[45] Id. at 59-62.

[46] Id. at 59-60.

[47] Rollo (G.R. No. 160726), p. 17, Republic's Petition.

[48] Id.

[49] Id.

[50] Id.

[51] Id. at 17-18.

[52] Id. at 50, Engr. Eligio Cruz's Report to the trial court.

[53] Id. at 17-18, Republic's Petition.

[54] Id.

[55] Id. at 50.

[56] Id. at 18, Republic's Petition.

[57] Id. at 50, Engr. Eligio Cruz's Report to the trial court.

[58] Id. at 18, Republic's Petition.

[59] Rollo (G.R. No. 160778), p. 8, Sunrise Garden Corporation's Petition.

[60] Id.

[61] Rollo (G.R. No. 160726), p. 18, Republic's Petition.

[62] Id.

[63] Id.

[64] Id. at 51. The Order was penned by Executive Judge Mauricio M. Rivera of the Regional Trial Court of Antipolo City, Branch 73.

[65] Id.

[66] Id. at 18-19, Republic's Petition.

[67] Id. at 19.

[68] Id. at 56, Asst. CPDC Edgardo Cruz's Report to the trial court.

[69] Id. at 19, Republic's Petition.

[70] Id. at 58.

[71] Id. at 19.

[72] Id. at 19-20.

[73] Id. at 20.

[74] Rollo (G.R. No. 160778), pp. 68-70. The case was docketed as Civil Case No. 02-6396. The Order was penned by Executive Judge Mauricio M. Rivera of the Regional Trial Court of Antipolo City, Branch 73.

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[75] Id. at 69-70, Regional Trial Court's Order in Civil Case No. 02-6396, and rollo (G.R. No. 160726), pp. 23-24, Republic's Petition.

[76] Rollo (G.R. No. 160778), pp. 73-78, Motion for Reconsideration of Order dated January 29, 2003. This Motion is dated February 5, 2003.

[77] Id. at 74. K-9 Security Agency and First Alliance Real Estate Development, Inc. alleged that: "2.1 The records will show that there was no prior notice and hearing given to K-9 and First Alliance with respect to this Honorable Court having issued the Amended Writ of [I]njunction at the instance of the Plaintiff."

[78] Rollo (G.R. No. 160726), p. 20, Republic's Petition, and rollo (G.R. No. 160778), pp. 80-83, Regional Trial Court's Order in Civil Case No. 02-6396. The trial court's Order denying the Motion for Reconsideration is dated February 24, 2003.

[79] Rollo (G.R. No. 160726), p. 20, Republic's Petition.

[80] Rollo (G.R. No. 158836), p. 266, Sunrise Garden Corporation's Comment.

[81] Id. at 13, Sunrise Garden Corporation's Petition.

[82] Rollo (G.R. No. 160726) p. 60, Office of the Solicitor General's Comment.

[83] Id. at 60-78.

[84] Rollo (G.R. No. 158836), p. 14, Sunrise Garden Corporation's Petition.

[85] Id. at 43, TSN, April 24, 2003. The counsels were Atty. Ciriaco Atienza, counsel for First Alliance Real Estate Development, Inc.; Atty. Romeo T. Saavedra and Atty. Galit, counsels for Sunrise Garden Corporation; and Solicitor Reynaldo Saludares, counsel for the Office of the Solicitor General.

[86] Id. at 142.

[87] Id.

[88] Id. at 41, Court of Appeals Resolution in CA-G.R. SP No. 75758.

[89] Id. at 41-42. The Resolution was penned by Associate Justice Jose L. Sabio, Jr. and concurred in by Associate Justices B. A. Adefuin-De la Cruz (Chair) and Hakim S. Abdulwahid of the Court of Appeals Ninth Division.

[90] Id. at 41.

[91] Id. at 3-40. The Petition was filed on July 16, 2003.

[92] Rollo (G.R. No. 158967), pp. 2-35. The Petition was filed on July 28, 2003.

[93] Rollo (G.R. No. 158836), pp. 34-36, Sunrise Garden Corporation's Petition.

[94] RULES OF COURT, Rule 58, sec. 6 provides:

SEC. 6. Grounds for objection to, or for motion of dissolution of, injunction or restraining order.—The application for injunction or restraining order may be denied, upon a showing of its insufficiency. The injunction or restraining order may also be denied, or, if granted, may be dissolved, on other grounds upon affidavits of the party or person enjoined, which may be opposed by the applicant also by affidavits. It may further be denied, or, if granted, may be dissolved, if it appears after hearing that although the applicant is entitled to the injunction or restraining order, the issuance or continuance thereof, as the case may be, would cause irreparable damage to the

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party or person enjoined while the applicant can be fully compensated for such damages as he may suffer, and the former files a bond in an amount fixed by the court conditioned that he will pay all damages which the applicant may suffer by the denial or the dissolution of the injunction or restraining order. If it appears that the extent of the preliminary injunction or restraining order granted is too great, it may be modified.

[95] Rollo (G.R. No. 158836), p. 37, Sunrise Garden Corporation's Petition.

[96] Rollo (G.R. No. 158967), pp. 109-112.

[97] Id. at 110.

[98] Id. at 111.

[99]Rollo (G.R. No. 160778), pp. 32-37, and rollo (G.R. No. 160726), pp. 29-34, Court of Appeals Decision. The case was docketed as CA-G.R. SP No. 75758. The Decision was penned by Associate Justice Jose L. Sabio, Jr. and concurred in by Associate Justices B. A. Adefuin-de la Cruz (Chair) and Hakim S. Abdulwahid of the Court of Appeals Former Ninth Division.

[100] Id. at 36.

[101] Rollo (G.R. No. 160726), pp. 10-18.

[102] Id. at 10.

[103] Rollo (G.R. No. 160778), pp. 3-30.

[104] Id. at 3.

[105] Rollo (G.R. No. 158836), pp. 298-319.

[106] Rollo (G.R. No. 158967), pp. 132-148.

[107] Rollo (G.R. No. 160778), pp. 112-113.

[108] Rollo (G.R. No. 160726), pp. 115-117.

[109] Id. at 115.

[110] Rollo (G.R. No. 160778), pp. 123-125.

[111] Id. at 124.

[112] Rollo (G.R. No. 158836), p. 27, Sunrise Garden Corporation's Petition, and rollo (G.R. No. 158967), pp. 24-30, Republic's Petition.

[113] Rollo (G.R. No. 158836), p. 32, Sunrise Garden Corporation's Petition, and rollo (G.R. No. 160778), pp. 26-27, Sunrise Garden Corporation's Petition.

[114] Id.

[115] Rollo (G.R. No. 158967), pp. 27-29, Republic's Petition.

[116] Rollo (G.R. No. 158836), pp. 345-352, Sunrise Garden Corporation's Reply.

[117] Id. at 346.

[118] Id. at 18-20, Sunrise Garden Corporation's Petition, and rollo (G.R. No. 158967), p. 24, Republic's Petition.

[119] Rollo (G.R. No. 158967), pp. 25-26, Republic's Petition.

[120] Rollo (G.R. No. 158836), p. 19, Sunrise Garden Corporation's Petition, citing Republic v. Silerio, 338 Phil. 784, 791 (1997) [Per J. Romero, Second Division] where "infrastructure project was defined as: [Construction, improvement and rehabilitation of roads, and bridges, railways, airports, seaports, communication facilities, irrigation, flood control and drainage, water supply and sewerage systems, shore protection, power facilities, national buildings, school buildings, hospital buildings, and other related construction projects that form part of the government capital investment."

[121] Id.

[122] Rollo (G.R. No. 158967), p. 164, Republic's Reply.

[123] Id. at 26, Republic's Petition.

[124] Id.

[125] Rollo (G.R. No. 160778), p. 23, Sunrise Garden Corporation's Petition.

[126] Id.

[127] Id. at 23-24.

[128] Rollo (G.R. No. 158836), p. 20, Sunrise Garden Corporation's Petition, and rollo (G.R. No. 158967), pp. 26-27, Republic's Petition.

[129] Rollo (G.R. No. 158836), p. 20, Sunrise Garden Corporation's Petition.

[130] Id. at 21.

[131] Id. at 25-26.

[132] Rollo (G.R. No. 160726), pp. 22-24, Republic's Petition, and rollo (G.R. No. 160778), pp. 20-21, Sunrise Garden Corporation's Petition.

[133] Rollo (G.R. No. 160726), p. 22, Republic's Petition.

[134] Id. at 22-23.

[135] Rollo (G.R. No. 160778), p. 20, Sunrise Garden Corporation's Petition.

[136] Rollo (G.R. No. 160726), pp. 23-24, Republic's Petition.

[137] Rollo (G.R. No. 160778), p. 21, Sunrise Garden Corporation's Petition.

[138] Rollo (G.R. No. 160726), p. 24, Republic's Petition.

[139] Rollo (G.R. No. 160778), pp. 16-17, Sunrise Garden Corporation's Petition.

[140] Id. at 16.

[141] Id.

[142] Id. at 17.

[143] Id.

[144] Id. at 25.

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[145] Rollo (G.R. No. 158836), p. 309, First Alliance Real Estate Development, Inc.'s Comment.

[146] Id. at 311.

[147] Id. at 299.

[148] Id.

[149] Id.

[150] Id. at 309-310.

[151] Rollo (G.R. No. 158967), p. 138, First Alliance Real Estate Development, Inc.'s Consolidated Comment.

[152] Id. at 138-139.

[153] Id. at 137.

[154] Rollo (G.R. No. 158836), p. 311, First Alliance Real Estate Development, Inc.'s Comment.

[155] 213 Phil. 244,254-255 (1984) [Per Actg. C.J. Makasiar, Second Division].

[156] Rollo (G.R. No. 158836), p. 311, First Alliance Real Estate Development, Inc.'s Comment.

[157] Id. at 316-317.

[158] Id. at 316.

[159] Id.

[160] Id. at 314.

[161] 353 Phil. 740 (1998) [Per J. Panganiban, First Division].

[162] 338 Phil. 784 (1997) [Per J. Romero, Second Division].

[163] Rollo (G.R. No. 158836), p. 315, First Alliance Real Estate Development, Inc.'s Comment.

[164] Id.

[165] Id. at 318.

[166] Id. at 313.

[167] Rollo (G.R. No. 158967), p. 133, First Alliance Real Estate Development, Inc.'s Consolidated Comment.

[168] Id. at 135.

[169] Id.

[170] Id.

[171] Id. at 147.

[172] Id. at 160, Republic's Reply.

[173] Rep. Act No. 7160 (1991), sec. 19 provides:

SECTION 19. Eminent Domain. - A local government unit may, through its chief executive and acting pursuant to an ordinance, exercise the power of eminent domain for public use, or purpose, or welfare for the benefit of the

poor and the landless, upon payment of just compensation, pursuant to the provisions of the Constitution and pertinent laws: Provided, however, That the power of eminent domain may not be exercised unless a valid and definite offer has been previously made to the owner, and such offer was not accepted: Provided, further, That the local government unit may immediately take possession of the property upon the filing of the expropriation proceedings and upon making a deposit with the proper court of at least fifteen percent (15%) of the fair market value of the property based on the current tax declaration of the property to be expropriated: Provided, finally, That, the amount to be paid for the expropriated property shall be determined by the proper court, based on the fair market value at the time of the taking of the property.

[174] Rollo (G.R. No. 158967), pp. 160-161, Republic's Reply.

[175] Id. at 162.

[176] Id.

[177] Id. at 163.

[178] Id. at 163-164.

[179] Id. at 164.

[180] J. Leonen, Concurring and Dissenting Opinion in Social Justice Society v. Lim, G.R. No. 187836, November 25, 2014, 42 [Per J, Perez, En Banc].

[181] G.R. No. 200238, November 20, 2012, 686 SCRA 35 [Per J. Perlas-Bernabe, En Banc].

[182] Id. at 37-38.

[183] An Act to Ensure the Expeditious Implementation and Completion of Government Infrastructure Projects by Prohibiting Lower Courts from Issuing Temporary Restraining Orders, Preliminary Injunctions or Preliminary Mandatory Injunctions, Providing Penalties for Violations Thereof, and for Other Purposes.

[184] Remman Enterprises, Inc. v. Professional Regulatory Board of Real Estate Service, G.R. No. 197676, February 4, 2014, 715 SCRA 293, 309 [Per J. Villarama, Jr., En Banc], citing Secretary of Finance v. Hon. Ilarde, 497 Phil. 544, 556 (2005) [Per J. Chico-Nazario, En Banc].

[185] 97 O.G. 2711-2712 (May 2001).

[186] G.R. No. 174202, April 7, 2015 [Per J. Leonen, En Banc].

[187] Id. at 2.

[188] Id.

[189] Rollo (G.R. No. 160726), p. 12, Republic's Petition.

[190] Fermin, et al. v. Hon. Judge Esteves, et al., 573 Phil. 12, 18 (2008) [Per J. Carpio, First Division]. See also Atilano II, et al. v. Judge Asaali, et al., 694 Phil. 488, 495 (2012) [Per J. Perlas-Bernabe, Second Division] and Dare Adventure Farm Corporation v. Court of Appeals, G.R. No. 161122, September 24, 2012, 681 SCRA 580, 589 [Per J. Bersamin, First Division].

[191] A.M. OCA IPI No. 12-201-CA-J, February 19, 2013, 691 SCRA 167 [Per J. Reyes, En Banc].

[192] Id. at 170. The Court of Appeals Justices were Associate Justices Ramon M. Bato, Jr., Isaias P. Dicdican, and Eduardo B. Peralta, Jr.

[193] Id. at 180.

[194] Id. at 195.

[195] Id. at 194.

[196] Id.

[197] Id. at 192-193.

[198] 435 Phil. 112 (2002) [Per J. Quisumbing, Second Division].

[199] Id. at 115.

[200] Id. at 115-116.

[201] Id. at 116.

[202] Id. at 117.

[203] Id. at 116.

[204] Id. at 120.

[205] Id. at 118.

[206] Id. at 119-120.

[207] Rollo (G.R. No. 160778), p. 36, Court of Appeals Decision in CA-G.R. SP No. 75758.

[208] Rollo (G.R. No. 158836) p. 309, First Alliance Real Estate Development, Inc.'s Comment.

[209] Id.

[210] Id. at 100-115, TSN, April 24, 2003.

[211] Rollo (G.R. No. 160778), p. 16, Sunrise Garden Corporation's Petition.

[212] RULES OF COURT, Rule 14, sec. 20 provides:

RULE 14. SUMMONS

. . . .

SEC. 20, Voluntary appearance.—The defendant's voluntary appearance in the action shall be equivalent to service of summons. The inclusion in a motion to dismiss of other grounds aside from lack of jurisdiction over the person of the defendant shall not be deemed a voluntary appearance.

[213] RULES OF COURT, Rule 14, sec. 20.

[214] 606 Phil. 615 (2009) [Per C.J. Puno, First Division].

[215] Id. at 633-634.

[216] Rollo (G.R. No. 160778), pp. 59-61, K-9 Security Agency's Opposition.

[217] Rollo (G.R. No. 158836), pp. 94-99, TSN, April 24, 2003.

[218] G.R. No. 107888, January 4, 1994, 229 SCRA 71 [Per J. Puno, Second Division].

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[219] Rollo (G.R. No. 158836), p. 130, TSN, April 24, 2003.

[220] Id. at 131.

[221] Ciudad Real & Development Corporation v. Court of Appeals, G.R. No. 107888, January 4, 1994, 229 SCRA 71, 76-77 [Per J. Puno, Second Division].

[222] Id. at 87-88.

[223] Id. at 84-85.

[224] Id. at 88.

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