

HUTAMA-RSEA JOINT OPERATIONS, INC., PETITIONER, VS. CITRA METRO MANILA TOLLWAYS CORPORATION, RESPONDENT.

G.R. No. 180640. April 24, 2009

Ponente: CHICO-NAZARIO, J.

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CHICO-NAZARIO, J.:

Before Us is a Petition[1] for Review on Certiorari under Rule 45 of the Rules of Court seeking to set aside the Decision[2] dated 23 May 2007 and Resolution[3] dated 16 November 2007 of the Court of Appeals in CA-G.R. SP No. 92504.

The facts, culled from the records, are as follows:

Petitioner HUTAMA-RSEA Joint Operations Incorporation and respondent Citra Metro Manila Tollways Corporation are corporations organized and existing under Philippine laws. Petitioner is a sub-contractor engaged in engineering and construction works. Respondent, on the other hand, is the general contractor and operator of the South Metro Manila Skyway Project (Skyway Project).

On 25 September 1996, petitioner and respondent entered into an Engineering Procurement Construction Contract (EPCC) whereby petitioner would undertake the construction of Stage 1 of the Skyway Project, which stretched from the junction of Buendia Avenue, Makati City, up to Bicutan Interchange, Taguig City. As consideration for petitioner's undertaking, respondent obliged itself under the EPCC to pay the former a total amount of US\$369,510,304.00.[4]

During the construction of the Skyway Project, petitioner wrote respondent on several occasions requesting payment of the former's interim billings, pursuant to the provisions of the EPCC. Respondent only partially paid the said interim billings, thus, prompting petitioner to demand that respondent pay the outstanding balance thereon, but respondent still failed to do so.[5]

The Skyway Project was opened on 15 December 1999 for public use, and toll fees were accordingly collected. After informing respondent that the construction of the Skyway Project was already complete, petitioner reiterated its demand that respondent pay the outstanding balance on the interim billings, as well as the "Early Completion Bonus" agreed upon in the EPCC. Respondent refused to comply with petitioner's demands.[6]

On 24 May 2004, petitioner, through counsel, sent a letter to respondent demanding payment of the following: (1) the outstanding balance on the interim billings; (2) the amount of petitioner's final billing; (3) early completion bonus; and (4) interest charges on the delayed payment. Thereafter, petitioner and respondent, through their respective officers and representatives, held several meetings to discuss the possibility of amicably settling the dispute. Despite several meetings and continuous negotiations, lasting for a period of almost one year, petitioner and respondent failed to reach an amicable settlement.[7]

Petitioner finally filed with the Construction Industry Arbitration Commission (CIAC) a Request for Arbitration, seeking to enforce its money claims against respondent.[8] Petitioner's Request was docketed as CIAC Case No.

17-2005.

In its Answer ad cautelam with Motion to Dismiss, respondent averred that the CIAC had no jurisdiction over CIAC Case No. 17-2005. Respondent argued that the filing by petitioner of said case was premature because a condition precedent, i.e., prior referral by the parties of their dispute to the Dispute Adjudication Board (DAB), required by Clause 20.4 of the EPCC, had not been satisfied or complied with. Respondent asked the CIAC to dismiss petitioner's Request for Arbitration in CIAC Case No. 17-2005 and to direct the parties to comply first with Clause 20.4 of the EPCC.[9]

After submission by the parties of the necessary pleadings on the matter of jurisdiction, the CIAC issued on 30 August 2005, an Order in CIAC Case No. 17-2005, favoring petitioner. The CIAC ruled that it had jurisdiction over CIAC Case No. 17-2005, and that the determination of whether petitioner had complied with Clause 20.4 of the EPCC was a factual issue that may be resolved during the trial. It then ordered respondent to file an Answer to petitioner's Request for Arbitration.[10]

After respondent and petitioner filed an Answer and a Reply, respectively, in CIAC Case No. 17-2005, the CIAC conducted a preliminary conference, wherein petitioner and respondent signed the "Terms of Reference" outlining the issues to be resolved, viz:

- (1) Is prior resort to the DAB a precondition to submission of the dispute to arbitration considering that the DAB was not constituted?;
- (2) Is [herein petitioner] entitled to the balance of the principal amount of the contract? If so, how much?;
- (3) Is [petitioner] entitled to the early compensation bonus net of VAT due thereon? If so, how much?;
- (4) Was there delay in the completion of the project? If so, is [herein respondent] entitled to its counterclaim for liquidated damages?;
- (5) Is [petitioner] entitled to payment of interest on the amounts of its claims for unpaid billings and early completion bonus? If so, at what rate and for what period?;
- (6) Which of the parties is entitled to reimbursement of the arbitration costs incurred?[11]

Respondent, however, subsequently filed an Urgent Motion requesting that CIAC refrain from proceeding with the trial proper of CIAC Case No. 17-2005 until it had resolved the issue of whether prior resort by the parties to DAB was a condition precedent to the submission of the dispute to CIAC.[12] Respondent's Urgent Motion was denied by the CIAC in its Order dated 6 December 2005.[13]

Respondent filed a Motion for Reconsideration of the CIAC Order dated 6 December 2005.[14] The CIAC issued, on 12 December 2005, an Order denying respondent's Motion for Reconsideration.[15] It held that prior resort by the parties to DAB was not a condition precedent for it to assume jurisdiction over CIAC Case No. 17-2005. Aggrieved, respondent assailed the CIAC Order dated 12 December 2005 by filing a special civil action for certiorari and prohibition with the Court of Appeals,[16] docketed as CA-G.R. SP No. 92504.

On 23 May 2007, the Court of Appeals rendered its Decision in CA-G.R. SP No. 92504, annulling the 12 December 2005 Order of the CIAC, and enjoining the said Commission from proceeding with CIAC Case No. 17-2005 until the dispute between petitioner and respondent had been referred to and decided by the DAB, to be constituted by the parties pursuant to Clause 20.4 of the EPCC. The appellate court, thus, found that the CIAC exceeded its jurisdiction in taking cognizance of petitioner's Request for Arbitration in CIAC Case No. 17-2005 despite the latter's failure to initially refer its dispute with respondent to the DAB, as directed by Clause 20.4 of the EPCC.

The dispositive portion of the 23 May 2007 Decision of the Court of Appeals reads:

WHEREFORE, the instant petition is GRANTED and the order of the Arbitration Tribunal of the Construction Industry Arbitration Commission dated December 12, 2005 is hereby ANNULED and SET ASIDE and, instead, [CIAC, members of the Arbitral Tribunal,[17] and herein petitioner], their agents or anybody acting in their behalf, are enjoined from further proceeding with CIAC Case No. 17-2005, promulgating a decision therein, executing the same if one has already been promulgated or otherwise enforcing said order of December 12, 2005 until the dispute has been referred to and decided by the Dispute Adjudication Board to be constituted by the parties in accordance with Sub-Clause 20.4 of the Engineering Procurement Construction Contract dated September 25, 1996.

Petitioner filed a Motion for Reconsideration of the afore-mentioned Decision but this was denied by the Court of Appeals in a Resolution dated 16 November 2007.

Hence, petitioner filed the instant Petition for Review before us raising the sole issue of whether CIAC has jurisdiction over CIAC Case No. 17-2005.

Section 4 of Executive Order No. 1008[18] defines the jurisdiction of CIAC, thus:

SECTION 4. Jurisdiction. - The CIAC shall have original and exclusive jurisdiction over disputes arising from, or connected with, contracts entered into by parties involved in construction in the Philippines, whether the disputes arises before or after the completion of the contract, or after the abandonment or breach thereof. These disputes may involve government or private contracts. For the Board to acquire jurisdiction, the parties to a dispute must agree to submit the same to voluntary arbitration.

The jurisdiction of the CIAC may include but is not limited to violation of specifications for materials and workmanship; violation of the terms of agreement; interpretation and/or application of contractual provisions; amount of damages and penalties; commencement time and delays; maintenance and defects; payment default of employer or contractor and changes in contract cost.

Excluded from the coverage of this law are disputes arising from employer-employee relationships which shall continue to be covered by the Labor Code of the Philippines. (Emphasis ours.)

Further, Section 1, Article III of the CIAC Rules of Procedure Governing Construction Arbitration[19] (CIAC Rules), provides:

SECTION 1. Submission to CIAC Jurisdiction. - An arbitration clause in a construction contract or a submission to arbitration of a construction dispute shall be deemed an agreement to submit an existing or future controversy to CIAC jurisdiction, notwithstanding the reference to a different arbitration institution or arbitral body in such contract or submission. When a contract contains a clause for the submission of a future controversy to arbitration, it is not necessary for the parties to enter into a submission agreement before the claimant may invoke the jurisdiction of CIAC.

An arbitration agreement or a submission to arbitration shall be in writing, but it need not be signed by the parties, as long as the intent is clear that the parties agree to submit a present or future controversy arising from a construction contract to arbitration.

It may be in the form of exchange of letters sent by post or by telefax, telexes, telegrams or any other modes of communication. (Emphasis ours.)

Based on the foregoing provisions, the CIAC shall have jurisdiction over a dispute involving a construction contract if said contract contains an arbitration clause (notwithstanding any reference by the same contract to another arbitration institution or arbitral body); or, even in the absence of such a clause in the construction contract, the parties still agree to submit their dispute to arbitration.

It is undisputed that in the case at bar, the EPCC contains an arbitration clause in which the petitioner and respondent explicitly agree to submit to arbitration any dispute between them arising from or connected with the EPCC, under the following terms and conditions[20]:

CLAIMS, DISPUTES and ARBITRATION

x x x x

20.3

Unless the member or members of the Dispute Adjudication Board have been previously mutually agreed upon by the parties and named in the Contract, the parties shall, within 28 days of the Effective Date, jointly ensure the appointment of a Dispute Adjudication Board. Such Dispute Adjudication Board shall comprise suitably qualified persons as members, the number of members being either one or three, as stated in the Appendix to Tender. If the Dispute Adjudication Board is to comprise three members, each party shall nominate one member for the approval of the other party, and the parties shall mutually agree upon and appoint the third member (who shall act as chairman).

The terms of appointment of the Dispute Adjudication Board shall:

(a)

incorporate the model terms published by the Fédération Internationale des Ingénieurs-Conseils (FIDIC),

(b)

require each member of the Dispute Adjudication Board to be, and to remain throughout the appointment, independent of the parties,

(c)

require the Dispute Adjudication Board to act impartially and in accordance with the Contract, and

(d)

include undertakings by the parties (to each other and to the Dispute Adjudication Board) that the members of the Dispute Adjudication Board shall in no circumstances be liable for breach of duty or of contract arising out of their appointment; the parties shall indemnify the members against such claims.

The terms of the remuneration of the Dispute Adjudication Board, including the remuneration of each member and of any specialist from whom the Dispute Adjudication Board may require to seek advice, shall be mutually agreed upon by the Employer, the Contractor and each member of the Dispute Adjudication Board when agreeing such terms of appointment. In the event of disagreement, the remuneration of each member shall include reimbursement for reasonable expenses, a daily fee in accordance with the daily fee established from time to time for arbitrators under the administrative and financial regulations of the International Centre for Settlement of Investment Disputes, and a retainer fee per calendar month equivalent to three times such daily fee.

The Employer and the Contractor shall each pay one-half of the Dispute Adjudication Board's remuneration in accordance with its terms of remuneration. If, at any time, either party shall fail to pay its due proportion of such remuneration, the other party shall be entitled to make payment on his behalf and recover if from the party in default.

The Dispute Adjudication Board's appointment may be terminated only by mutual agreement of the Employer and the Contractor. The Dispute Adjudication Board's appointment shall expire when the discharge referred to in Sub-Clause 13.12 shall have become effective, or at such other time as the parties may mutually agree.

It, at any time, the parties so agree, they may appoint a suitably qualified person to replace (or to be available to replace) any or all members of the Dispute Adjudication Board. The appointment will come into effect if a member of the Dispute Adjudication Board declines to act or is unable to act as a result of death, disability, resignation or termination of appointment. If a member so declines or is unable to act, and no such replacement is available to act, the member shall be replaced in the same manner as such member was to have been nominated.

If any of the following conditions apply, namely:

(a)

the parties fail to agree upon the appointment of the sole member of a one-person Dispute Adjudication Board within 28 days of the Effective Date,

(b)

either party fails to nominate an acceptable member, for the Dispute Adjudication Board of three members, within 28 days of the Effective Date,

(c)

the parties fail to agree upon the appointment of the third member (to act as chairman) within 28 days of the Effective Date, or

(d)

the parties fail to agree upon the appointment of a replacement member of the Dispute Adjudication Board within 28 days of the date on which a member of the Dispute Adjudication Board declines to act or is unable to act as a result of death, disability, resignation or termination of appointment,

then the person or administration named in the Appendix to the Tender shall, after due consultation with the parties, nominate such member of the Dispute Adjudication Board, and such nomination shall be final and conclusive.

20.4

If a dispute arises between the Employer and the Contractor in connection with, or arising out of, the Contract or the execution of the Works, including any dispute as to any opinion, instruction, determination, certification or valuation of the Employer's Representative, the dispute shall initially be referred in writing to the Dispute Adjudication Board for its decision, with a copy to the other party. Such reference shall state that it is made under this Sub-Clause. The parties shall promptly make available to the Dispute Adjudication Board all such information, access to the Site, and appropriate facilities, as the Dispute Adjudication Board may require for the purposes of rendering its decision. No later than the fifty-sixth day after the day on which it received such reference, the Dispute Adjudication Board, acting as a panel of expert(s) and not as arbitrator(s), shall give notice of its decision to the parties. Such notice shall include reasons and shall state that it is given under this Sub-Clause.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the Works with all due diligence, and the Contractor and the Employer shall give effect forthwith to every decision of the Dispute Adjudication Board, unless and until the same shall be revised, as hereinafter provided, in an amicable settlement or an arbitral award.

If either party is dissatisfied with the Dispute Adjudication Board's decision, then either party, on or before the twenty-eighth day after the day on which it received notice of such decision, may notify the other party of its dissatisfaction. If the Dispute Adjudication Board fails to give notice of its decision on or before the fifty-sixth

day after the day on which it received the reference, then either party, on or before the twenty-eighth day after the day on which the said period of fifty-six days has expired, may notify the other party of its dissatisfaction. In either event, such notice of dissatisfaction shall state that it is given under this Sub-Clause, such notice shall set out the matters in dispute and the reason(s) for dissatisfaction and, subject to Sub-Clauses 20.7 and 20.8, no arbitration in respect of such dispute may be commenced unless such notice is given.

If the Dispute Adjudication Board has given notice of its decision as to a matter in dispute to the Employer and the Contractor and no notice of dissatisfaction has been given by either party on or before the twenty-eighth day after the day on which the parties received the Dispute Adjudication Board's decision, then the Dispute Adjudication Board's decision shall become final and binding upon the Employer and the Contractor.

20.5

Where notice of dissatisfaction has been given under Sub-Clause 20.4, the parties shall attempt to settle such dispute amicably before the commencement of arbitration. Provided that unless the parties agree otherwise, arbitration may be commenced on or after the fifty-sixth day after the day on which notice of dissatisfaction was given, even if no attempt at amicable settlement has been made.

20.6

Any dispute in respect of which:

(a)

the decision, if any, of the Dispute Adjudication Board has not become final and binding pursuant to Sub-Clause 20.4, and

(b)

amicable settlement has not been reached,

shall be finally decided by international arbitration. The arbitration rules under which the arbitration is conducted, the institution to nominate the arbitrator(s) or to administer the arbitration rules (unless named therein), the number of arbitrators, and the language and place of such arbitration shall be as set out in the Appendix to Tender. The arbitrator(s) shall have full power to open up, review and revise any decision of the Dispute Adjudication Board.

Neither party shall be limited, in the proceedings before such arbitrator(s), to the evidence or arguments previously put before the Dispute Adjudication Board to obtain its decision.

Arbitration may be commenced prior to or after completion of the Works. The obligations of the parties and the Dispute Adjudication Board shall not be altered by reason of the arbitration being conducted during the progress of the Works.

20.7

Where neither party has given notice of dissatisfaction within the period stated in Sub-Clause 20.4 and the Dispute Adjudication Board's related decision, if any, has become final and binding, either party may, if the other party fails to comply with such decision, and without prejudice to any other rights it may have, refer the failure itself to arbitration under Sub-Clause 20.6. The provisions of Sub-Clauses 20.4 and 20.5 shall not apply to any such reference.

20.8

When the appointment of the Dispute Adjudication Board and of any replacement has expired, any such dispute referred to in Sub-Clause 20.4 shall be finally settled by arbitration pursuant to Sub-Clause 20.6. The provisions of Sub-Clauses 20.4 and 20.5 shall not apply to any such reference. (Emphasis ours.)

Despite the presence of the afore-quoted arbitration clause in the EPCC, it is respondent's position, upheld by the Court of Appeals, that the CIAC still cannot assume jurisdiction over CIAC Case No. 17-2005 (petitioner's Request for Arbitration) because petitioner has not yet referred its dispute with respondent to the DAB, as directed by Clause 20.4 of the EPCC. Prior resort of the dispute to DAB is a condition precedent and an indispensable requirement for the CIAC to acquire jurisdiction over CIAC Case No. 17-2005.[21]

It is true that Clause 20.4 of the EPCC states that a dispute between petitioner and respondent as regards the EPCC shall be initially referred to the DAB for decision, and only when the parties are dissatisfied with the decision of the DAB should arbitration commence. This does not mean, however, that the CIAC is barred from assuming jurisdiction over the dispute if such clause was not complied with.

Under Section 1, Article III of the CIAC Rules, an arbitration clause in a construction contract shall be deemed as an agreement to submit an existing or future controversy to CIAC jurisdiction, "notwithstanding the reference to a different arbitration institution or arbitral body in such contract x x x." Elementary is the rule that when laws or rules are clear, it is incumbent on the court to apply them. When the law (or rule) is unambiguous and unequivocal, application, not interpretation thereof, is imperative.[22]

Hence, the bare fact that the parties herein incorporated an arbitration clause in the EPCC is sufficient to vest the CIAC with jurisdiction over any construction controversy or claim between the parties.[23] The arbitration clause in the construction contract ipso facto vested the CIAC with jurisdiction.[24] This rule applies, regardless of whether the parties specifically choose another forum or make reference to another arbitral body.[25] Since the jurisdiction of CIAC is conferred by law, it cannot be subjected to any condition; nor can it be waived or diminished by the stipulation, act or omission of the parties, as long as the parties agreed to submit their construction contract dispute to arbitration, or if there is an arbitration clause in the construction contract.[26] The parties will not be precluded from electing to submit their dispute to CIAC, because this right has been vested in each party by law.[27]

In *China Chang Jiang Energy Corporation (Philippines) v. Rosal Infrastructure Builders*,[28] we elucidated thus:

What the law merely requires for a particular construction contract to fall within the jurisdiction of CIAC is for the parties to agree to submit the same to voluntary arbitration. Unlike in the original version of Section 1, as applied in the *Tesco* case, the law does not mention that the parties should agree to submit disputes arising from their agreement specifically to the CIAC for the latter to acquire jurisdiction over such disputes. Rather, it is plain and clear that as long as the parties agree to submit to voluntary arbitration, regardless of what forum they may choose, their agreement will fall within the jurisdiction of the CIAC, such that, even if they specially choose another forum, the parties will not be precluded from electing to submit their dispute before the CIAC because this right has been vested upon each party by law, i.e., E.O. No. 1008.

x x x x

Now that Section 1, Article III [CIAC Rules of Procedure Governing Construction Arbitration], as amended, is submitted to test in the present petition, we rule to uphold its validity with full certainty. However, this should not be understood to mean that the parties may no longer stipulate to submit their disputes to a different forum or arbitral body. Parties may continue to stipulate as regards their preferred forum in case of voluntary arbitration, but in so doing, they may not divest the CIAC of jurisdiction as provided by law. Under the elementary principle on the law on contracts that laws obtaining in a jurisdiction form part of all agreements, when the law provides that the Board acquires jurisdiction when the parties to the contract agree to submit the

same to voluntary arbitration, the law in effect, automatically gives the parties an alternative forum before whom they may submit their disputes. That alternative forum is the CIAC. This, to the mind of the Court, is the real spirit of E.O. No. 1008, as implemented by Section 1, Article III of the CIAC Rules. (Emphases ours.)

Likewise, in *National Irrigation Administration v. Court of Appeals*,^[29] we pronounced that:

Under the present Rules of Procedure [CIAC Rules of Procedure Governing Construction Arbitration], for a particular construction contract to fall within the jurisdiction of CIAC, it is merely required that the parties agree to submit the same to voluntary arbitration. Unlike in the original version of Section 1, as applied in the *Tesco* case, the law as it now stands does not provide that the parties should agree to submit disputes arising from their agreement specifically to the CIAC for the latter to acquire jurisdiction over the same. Rather, it is plain and clear that as long as the parties agree to submit to voluntary arbitration, regardless of what forum they may choose, their agreement will fall within the jurisdiction of the CIAC, such that, even if they specifically choose another forum, the parties will not be precluded from electing to submit their dispute before the CIAC because this right has been vested upon each party by law, i.e., E.O. No. 1008.

We note that this is not a case wherein the arbitration clause in the construction contract named another forum, not the CIAC, which shall have jurisdiction over the dispute between the parties; rather, the said clause requires prior referral of the dispute to the DAB. Nonetheless, we still hold that this condition precedent, or more appropriately, non-compliance therewith, should not deprive CIAC of its jurisdiction over the dispute between the parties.

It bears to emphasize that the mere existence of an arbitration clause in the construction contract is considered by law as an agreement by the parties to submit existing or future controversies between them to CIAC jurisdiction, without any qualification or condition precedent. To affirm a condition precedent in the construction contract, which would effectively suspend the jurisdiction of the CIAC until compliance therewith, would be in conflict with the recognized intention of the law and rules to automatically vest CIAC with jurisdiction over a dispute should the construction contract contain an arbitration clause.

Moreover, the CIAC was created in recognition of the contribution of the construction industry to national development goals. Realizing that delays in the resolution of construction industry disputes would also hold up the development of the country, Executive Order No. 1008 expressly mandates the CIAC to expeditiously settle construction industry disputes and, for this purpose, vests in the CIAC original and exclusive jurisdiction over disputes arising from, or connected with, contracts entered into by the parties involved in construction in the Philippines.^[30]

The dispute between petitioner and respondent has been lingering for almost five years now. Despite numerous meetings and negotiations between the parties, which took place prior to petitioner's filing with the CIAC of its Request for Arbitration, no amicable settlement was reached. A ruling requiring the parties to still appoint a DAB, to which they should first refer their dispute before the same could be submitted to the CIAC, would merely be circuitous and dilatory at this point. It would entail unnecessary delays and expenses on both parties, which Executive Order No. 1008 precisely seeks to prevent. It would, indeed, defeat the purpose for which the CIAC was created.

WHEREFORE, the Petition is hereby GRANTED. The Decision, dated 23 May 2007, and Resolution, dated 16 November 2007, of the Court of Appeals in CA-G.R. SP No. 92504 are hereby REVERSED and SET ASIDE. The instant case is hereby REMANDED for further proceedings to the CIAC which is DIRECTED to resolve the same with dispatch.

SO ORDERED.

Ynares-Santiago, (Chairperson), Austria-Martinez, Nachura, and Peralta, JJ., concur.

[1] Rollo, pp. 17-65.

[2] Penned by Associate Justice Edgardo P. Cruz with Associate Justices Rosalinda Asuncion Vicente and Sesinando E. Villon, concurring; rollo, pp. 70-83.

[3] Rollo, pp. 115-116.

[4] Construction Industry Arbitration Commission (CIAC) records, Folder 1, Annex A.

[5] CIAC records, Folder 2, Annexes I-EE.

[6] Id., Folder 2, Annexes FF-PPP.

[7] Id., Folder 2, Annexes QQQ-VVV.

[8] Id., Folder 1.

[9] Id., Folder 3, Annex D.

[10] Id., Annex H.

[11] Id., Annex L.

[12] Id., Annex M.

[13] Id., Annex O.

[14] Id., Annex R.

[15] CA records, pp. 53-56.

[16] Id. at 2-47.

[17] Atty. Alfredo F. Tadiar, Dean Custodio O. Parlade and Engr. Joel J. Marciano.

[18] Also known as the Construction Industry Arbitration Law; took effect on 4 February 1985.

[19] Approved and promulgated on 23 August 1988.

[20] Supra, note 4.

[21] Rollo, pp. 292-344.

[22] See *De Guzman v. Sison*, 407 Phil. 351, 368 (2001).

[23] *Heunghwa Industry Company Limited v. DJ Builders Corporation*, G.R. No. 169095, 8 December 2008.

[24] Id.

[25] Id.

[26] *Buazon v. Court of Appeals*, G.R. No. 97749, 19 March 1993, 220 SCRA 182, 187; *China Chang Jiang Energy Corporation (Philippines) v. Rosal Infrastructure Builders*, G.R. No. 125706, 30 September 1996.

[27] Id., *China Chang Jiang Energy Corporation (Philippines) v. Rosal Infrastructure Builders*, G.R. No. 125706,

30 September 1996.

[28] Id.

[29] 376 Phil. 362, 375 (1999).

[30] Gammon Philippines, Inc. v. Metro Rail Transit Development Corporation, G.R. No. 144792, 31 January 2006, 481 SCRA 209, 212; Hi-Precision Steel Center, Inc v. Lim Kim Steel Builders, Inc., G.R. No. 110434, 13 December 1993, 228 SCRA 397.

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