

ATLAS CONSOLIDATED MINING & DEVELOPMENT CORPORATION, PETITIONER, VS. THE HONORABLE COURT OF APPEALS, MALAYAN INTEGRATED INDUSTRIES CORPORATION, BIGA COPPER MINES EXPLORATION COM...

G.R. No. 54305. February 14, 1990

Ponente: GANCAYCO, J.

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GANCAYCO, J.:

Can a person who is not a party to a contract file a petition for declaratory relief and seek a judicial interpretation of such contract? Can a trial court which had already taken cognizance of an action involving a mining controversy be divested of jurisdiction to hear and decide the case upon the promulgation of Presidential Decree No. 1281?^[1] These are the threshold issues brought about by the long drawn legal battle between the conflicting parties in this case.

The facts are undisputed.

On June 5, 1973, Atlas Consolidated Mining & Development Corporation (ATLAS) entered into an operating agreement with the heirs of Manuel Cuenco and Jose P. Velez (collectively referred to herein as CUENCO-VELEZ) whereby in consideration of royalties to be paid by ATLAS to CUENCO-VELEZ, the former was granted the right to explore, develop and operate twelve (12) mining claims belonging to the latter located at Toledo City, Cebu.

On June 17, 1973, ATLAS entered into a similar agreement with the Biga Copper Mines Exploration Company (BIGA COPPER), a partnership composed of Pablo B. Gorosin, Francisco B. Gorosin, Pedro B. Gorosin and Vicente T. Garaygay (collectively referred to herein as the BIGA PARTNERS). Subject of this Operating Agreement are thirty-one (31) mining claims of BIGA-COPPER likewise located at Toledo City, Cebu.

It appears, however, that of the total mining claims "leased" by ATLAS from both the CUENCO-VELEZ and BIGA COPPER, nine (9) mining claims overlap. These nine (9) overlapping mining claims became the subject of Mines Administrative Cases Nos. V-727 and V-750 whereby under date of February 12, 1974, the Director of Mines resolved the same in favor of CUENCO-VELEZ. BIGA COPPER appealed this decision to the Secretary of Agriculture and Natural Resources who, in a decision dated April 14, 1974, in DANR Cases Nos. 3936 and 3936-A, affirmed the decision of the Director of Mines. This later decision was appealed to the Office of the President under O.P. Case No. 0435.

During the pendency of this appeal in the Office of the President, the parties, namely, CUENCO-VELEZ and BIGA COPPER, entered into a compromise agreement.^[2] This compromise agreement enabled BIGA-COPPER to eventually lay claim over the nine (9) overlapping mining claims.

Earlier, ATLAS alleged that when it started the operation of its Carmen Project, which includes some of the mining claims subject of the aforestated Operating Agreements with BIGA COPPER and CUENCO-VELEZ,

ATLAS received numerous letters from third-parties claiming that they were assignees of BIGA COPPER and the BIGA PARTNERS over the mining claims. These third-parties claim that as such assignees, they are legally entitled to receive the corresponding royalties from the mining operation. In effect, they ask ATLAS that they be substituted to the rights of BIGA COPPER and BIGA PARTNERS under the operating agreement.

ATLAS allegedly conducted a verification of the said demands and later on confirmed that before the registration of the Articles of Partnership of BIGA COPPER, the BIGA PARTNERS sold and/or assigned some of their respective shares, rights, interests and participations over the mining claims to third parties;^[3] and that BIGA COPPER, acting separately from the BIGA PARTNERS, likewise sold and/or assigned its undivided shares, interests and participations over the mining claims to third parties.^[4]

On the other hand, a certain Alejandro T. Escano wrote ATLAS informing the latter that he is an assignee of CUENCO-VELEZ with respect to the three (3) mining claims which CUENCO-VELEZ retained under the compromise agreement with BIGA COPPER. Escano, alleged that CUENCO-VELEZ had assigned to him fifty percent (50%) of their rights, interests and participations in the said mining claims.^[5] In turn, CUENCO-VELEZ advised ATLAS that their assignment to Alejandro T. Escano was already revoked or rescinded for failure of the said assignee to fulfill the conditions contained in their deed of assignment.^[6]

In the light of the foregoing situation, ATLAS instituted a petition for declaratory relief with the then Court of First Instance of Cebu, Branch 8, and which was docketed as Civil Case No. 16669-R. Cited as respondents therein were BIGA COPPER, BIGA PARTNERS, CUENCO-VELEZ and some thirty-one (31) assignees.^[7]

In their amended petition filed with the trial court, ATLAS raised the following issues for resolution, to wit:

- "1. Since ATLAS is now in the process of developing and exploring the Carmen project which includes the mining claims of the BIGA COPPER and CUENCO-VELEZ, should it extract and sipose (sic) of ores from the BIGA COPPER and CUENCO-VELEZ claims, to whom shall ATLAS pay the royalties due thereon?
2. Considering that a Compromise Agreement has been entered into by and between BIGA COPPER and CUENCO-VELEZ on some claims contested by them, which compromise agreement was already submitted to the President for his final approval, should ATLAS respect the same before the final approval of the President in paying royalties under the operating agreements with BIGA COPPER and CUENCO-VELEZ, respectively?
3. Considering further that before the compromise agreement was entered into, BIGA COPPER had already assigned a large part of its interest to third parties, does the compromise agreement entered into by BIGA COPPER bind these assignees? Can BIGA COPPER enter into a compromise agreement with the CUENCO-VELEZ insofar as the shares of these assignees are concerned?
4. Considering finally that before and after the compromise agreement was entered into, BIGA COPPER and/or its partners assigned and/or sold various rights to royalties over the mining claims covered by its Operating Agreement with ATLAS; on the other hand, CUENCO-VELEZ made assignments after the compromise agreement was entered into, should ATLAS recognize these assignments and pay royalties to the assignees?
5. Since the assignments made by BIGA COPPER and/or its PARTNERS exceeded the participation and/or shares of the PARTNERS in the partnership, which assignment or who of the assignees are entitled to royalties?
6. Considering that the PARTNERS made individual assignments of their respective shares, rights, interests and/or participations in the so-called partnership, the total of which together with the assignments made directly by the said partnership itself, aggregated 37.5% of the interest therein as of the date the PARTNERS registered the Articles of Partnership of BIGA COPPER, wherein the PARTNERS represented that they own

25% each in the partnership, with the Securities and Exchange Commission, is ATLAS, by law, bound to respect the assignments by the PARTNERS and/or by the partnership itself prior to and/or subsequent to said registration?

7. Considering that the PARTNERS have also made assignments of their respective shares, rights, interests and/or participations after the registration of the said partnership, are those assignments valid and binding upon ATLAS?"[8]

To this petition for declaratory relief, respondents filed a motion to dismiss dated January 18, 1978 stating as grounds therefor the following:

- "1. The Honorable Court has no jurisdiction over the subject of the action or suit;
2. The complaint states no cause of action;
3. The court has no jurisdiction over the nature of the suit."[9]

ATLAS filed a written opposition thereto dated February 4, 1978.[10]

Meanwhile, due to the promulgation of Presidential Decree No. 1281, effective January 16, 1978, a number of the defendants in the court below filed a supplemental motion to dismiss dated February 17, 1978.[11] They alleged in their supplemental motion that the operating agreement which BIGA COPPER signed with ATLAS had already been revoked by a letter dated February 11, 1978,[12] and that by reason of this rescission, the trial court is deemed to have lost jurisdiction pursuant to Section 7, paragraphs A and C and Section 12 of Presidential Decree No. 1281.

Section 7, paragraphs A and C and Section 12 of the Decree provide:

"SECTION 7. In addition to its regulatory and adjudicative functions over companies, partnerships or persons engaged in mining explorations, development, and exploitation, the Bureau of mines shall have original and exclusive jurisdiction to hear and decide cases involving:

(a) a mining property subject of different agreements entered into by the claim holder thereof with several mining operators;

xxx xxx xxx

(b) Cancellation and/or enforcement of mining contracts due to the refusal of the claim owner/operator to abide by the terms and conditions thereof.

xxx xxx xxx

SECTION 12. All laws, executive orders, decrees, rules and regulations or parts thereof contrary to or inconsistent with the provisions of this decree, are hereby repealed and amended or modified accordingly. (Italics supplied.)

On March 13, 1978, ATLAS filed a supplemental opposition to the supplemental motion to dismiss arguing that BIGA COPPER had no right to unilaterally cancel their operating agreement.[13]

After considering the pleadings filed by the conflicting parties to the case, the trial court, then presided by Judge Regino Hermosisima, Jr., issued an order dated May 29, 1978 requiring the defendants therein to answer the petition for declaratory relief it appearing "[t]hat the ground stated in the motion to dismiss does not appear to be indubitable." [14]

Accordingly, the defendants filed their answer which reiterated the allegations contained in their motion to

dismiss filed earlier.[15]

On December 29, 1978, some of the defendants in the court below, namely, BIGA COPPER, BIGA PARTNERS, Malayan Integrated Industries Corp., Guillermo Ponce and Esmael Garaygay, filed another motion to dismiss the proceedings reiterating, once again, the same allegations in their previous motions to dismiss.[16] It was likewise alleged in that same motion that the trial court had already lost jurisdiction over the case in view of an action for annulment of the operating agreement between BIGA COPPER and ATLAS which had been filed with the Bureau of Mines (docketed as Special Case No. V-95) and which was set for hearing on January 22, 1979.

In an order dated January 17, 1979, the trial court denied the above mentioned motion, ruling that there is no mining controversy involved in the case before it. Further, the court a quo clarified that the declaratory action is merely for a judicial pronouncement on the rights and obligations of ATLAS under several operating agreements. It went on to state that the action for annulment of the operating agreement filed with the Bureau of Mines is not identical with the petition for declaratory relief and, therefore, does not oust the trial court of its jurisdiction to hear the petition.[17]

Respondents herein sought reconsideration of the immediately preceding order but failed in their attempt. Thus, a petition for certiorari was filed with the Court of Appeals, docketed as CA - G.R. No. SP-09773, assailing the orders of the court a quo as having been issued with grave abuse of discretion amounting to lack or excess of jurisdiction.

The issues presented before the Court of Appeals were as follows:

"(1) Whether or not the trial court had jurisdiction to try the action for declaratory relief, and assuming it had, whether it was divested of said jurisdiction by the subsequent enactment of PD 1281 xxx and

(2) Whether or not respondent Judge committed grave abuse of discretion xxx in issuing the assailed orders." [18]

In its decision,[19] the appellate court ruled in favor of herein respondents and ordered the trial court to dismiss the declaratory action. We quote the pertinent portions of that decision, to wit:

"But while we hold that respondent Judge has jurisdiction over the declaratory action of which he was not divested by the promulgation of PD 1281, he should have precisely exercised his Jurisdiction by sustaining petitioners' motion to dismiss grounded on lack of cause of action primordially because the allegations of the complaint patently present no justiciable controversy. xxx.

xxx xxx xxx

Considering then that the declaratory suit calls for resolution of questions which necessarily involve the validity and enforcement of the operating and deeds of assignment, now subject of pending administrative cases before the Bureau of Mines from which adequate and exclusive relief may be obtained, and the fact that Atlas' right to file the suit is even questionable, the ineluctable conclusion is that respondent Judge gravely abused his discretion xxx.

xxx xxx xxx

Here, We are confronted with a situation where the declaratory action should not have been allowed xxx, the allegations of the complaint clearly suggesting more of a request for advisory opinion or the more proper remedy of interpleader. xxx." [20]

Claiming to be adversely affected by the decision of the Court of Appeals, ATLAS interposed the present petition for review on certiorari.

After requiring respondents herein to file their comments to the petition,[21] Efifanio A. Anoos, claiming to have a legal interest over the matter in litigation, filed with this Court a motion to admit his petition in intervention dated September 12, 1980. In support thereof, Anoos alleges that he is one of the defendants in the proceedings for declaratory relief; and that the trial court in the same case, under date of February 21, 1979, had already rendered a summary judgment in his favor.[22]

Anoos, in effect, joins ATLAS in its prayer to have the decision of the respondent appellate court set aside and additionally, as arguments peculiar only to him, asserts that (1) the Court of Appeals violated the due process clause of the Constitution when it rendered the questioned decision without notice to the rest of the parties in the proceeding below; and (2) that the summary judgment in his favor dated February 21, 1979 had already become final and executory by reason of the failure of private respondents herein to take steps to appeal therefrom.[23]

On December 8, 1980, Milagros Cuenco, Antonio V. Cuenco, Ramon V. Cuenco, Manuel V. Cuenco, Jr., Jose V. Cuenco, Filomena Cuenco, Jesus V. Cuenco and Jose P. Velez, earlier referred to herein as CUENCO-VELEZ, filed with this Court a similar petition in intervention[24] alleging that (1) their right to both substantive and procedural due process was violated, inasmuch as they were not impleaded before the respondent appellate court; and (2) that the decision of the appellate court is not in accordance with law.[25]

In a resolution dated July 1, 1981 this Court finally resolved to give due course to the petition for review filed by ATLAS. In that same resolution, the motions for intervention of both Efifanio A. Anoos and CUENCO-VELEZ were granted.[26]

We now proceed to the discussion of the merits of this petition. To reiterate the first issue — can a person who is not a party to a contract file a petition for declaratory relief and seek a judicial interpretation of such contract?

We rule in the negative.

Declaratory relief has been defined as an action by any person interested under a deed, will, contract or other written instrument or whose rights are affected by a statute, ordinance, executive order or regulation to determine any question of construction or validity arising under the instrument, executive order or regulation, or statute and for a declaration of his rights and duties thereunder.[27] The only question that may be raised in such kind of petition is the question of "construction" or "validity" arising under an instrument or statute.[28]

Corollary to this is the general rule that such an action must be justified such that no other adequate relief or remedy is available under the circumstances.[29] This, in turn can be explained by the fact that the only object of a declaratory action is merely to terminate uncertainties in an instrument or a statute. The judgment of the court concerned cannot extend beyond a declaration of the rights and duties of the parties to the action or provide for corrective relief.[30]

In the case at bar, ATLAS wants Us to sustain its position that under the factual backdrop narrated earlier, it is entitled, as a matter of law, to proceed with its petition for declaratory relief.

After a careful analysis of the arguments presented by the parties herein, this Court rules that there is no legal ground to sustain the contention of ATLAS.

ATLAS cannot be considered as an interested party under the deeds of assignment and, therefore, has no standing to institute the declaratory action.

It cannot be disputed that ATLAS, being one of the parties to the operating agreements, has an interest therein. A review of the record, in fact, reveals that ATLAS purports to be seeking a judicial interpretation of its operating agreements with BIGA COPPER and CUENCO-VELEZ. But after evaluating the lengthy arguments it presented

to justify the declaratory action, this Court arrives at one logical conclusion -- the ambiguity is not in the operating agreements themselves but in the validity of the assignments of mining rights made by BIGA COPPER and CUENCO-VELEZ to third parties. Obviously, these third parties are not part of ATLAS contract with either BIGA COPPER or CUENCO-VELEZ. In the same vein, neither is ATLAS a party to the deeds of assignments executed by BIGA COPPER or CUENCO-VELEZ. While this Court may concede that as a result of the numerous assignments made by both BIGA COPPER and CUENCO-VELEZ, ATLAS is left in a quandary as to whom to pay the royalties in the course of its mining operations, legally speaking however, the ambiguity or uncertainty is not of the character as to call for the procedural remedy of a declaratory action — ATLAS not being a party to the said deeds of assignment.

While this issue cannot find a square precedent in existing jurisprudence, however, pronouncements made by this Court in *Tadeo vs. Provincial Fiscal of Pangasinan*[31] and *United Central & Cellulose Labor Association (PLUM) vs. Santos*[32] are of great significance in the resolution of this legal question.

In *Tadeo*, this Court ruled that a notary public before whom the execution of a deed of sale was acknowledged is not entitled to file an action for declaratory judgment. "None of his rights or duties thereunder need be declared." [33] On the other hand, in *United Central*, We seriously doubted if a declaratory action can be filed in relation to a contract by persons who are not parties thereto after considering that a substantive law, more specifically Article 1311 of the Civil Code provides that "[c]ontracts take effect only between the parties." Thus, "[i]t is quite plain that one who is not a party to a contract cannot have the interest in it that the rule requires as basis for a declaratory relief." [34]

Aside from the reason advanced herein above, this Court is in agreement with the observation made by respondent appellate court at least insofar as the question of justiciability is concerned. Clearly then, other effective remedies are available to ATLAS — such as an action for interpleader — to determine with finality who among BIGA COPPER, CUENCO-VELEZ and the latter's respective assignees is entitled to the royalties it will pay later on under the operating agreements. At this juncture, it is worthy to recall that courts should refuse to exercise its prerogative to declare rights and to construe instruments where it would not terminate the uncertainty or controversy which gave rise to the action or where it is not necessary and proper at the time under all circumstances.[35]

We now come to the second issue. Is the trial court divested of jurisdiction to hear and decide a mining controversy in view of the promulgation of Presidential Decree No. 1281?

The answer is in the affirmative.

Tracing the development of Presidential Decree No. 1281, Justice Nocon, now Presiding Justice of the Court of Appeals, in his separate concurring opinion on the assailed decision, thus, correctly noted the following:

"As early as January 15, 1973, PD 99-A provided where mining controversies should be litigated: Director of Mines whose decision is appealable to the Secretary of Agriculture and Natural Resources and finally to the President (Sec. 2). All laws in conflict or inconsistent therewith were repealed (Sec. 3). xxx.

The same procedure was reiterated in PD 309 (Sec. 5), issued on October 10, 1973, to accelerate disposition of mining controversies with creation (sic) of a panel of investigators to submit a report to the Director of Mines within five days (Sec. 1). Exclusive jurisdiction of the Bureau of Mines is implicit from Section 3 thereof which give parties in pending litigations "before any judicial tribunal" 15 days to file an adverse claim of any nature whatsoever with the Bureau of Mines.'

PD 1281 issued on January 16, 1978, gives more teeth to the Bureau of Mines (Sec. 3) for its regulatory and adjudicative powers and functions which becomes (sic) 'original and exclusive' even over 'cancellation and/or

enforcement of mining contracts,' reiterating the same procedure laid down in PD 99-A and PD 309. Clearly, the three Decrees — 99-A, 309 and 1281 — divested judicial tribunals of jurisdiction over mining controversies including cancellation and enforcement of mining contracts by making the regulatory and adjudicative functions of the Bureau 'original and exclusive' (Sec. 7, PD 1281)."[36] (Emphasis supplied.)

This Court agrees with the conclusion espoused by the respondent appellate court as to this aspect of the case.

The declaratory action filed by ATLAS is within the ambit of Presidential Decree No. 1281. It is not an entirely different or distinct cause of action. Were We to rule otherwise it would be ratifying two judicial bodies exercising jurisdiction over an essentially the same subject matter — a situation analogous to split jurisdiction which is obnoxious to the orderly administration of justice.[37]

Presidential Decree No. 1281 is a remedial statute. It does not create new rights or take away rights that are already vested. It only operates in furtherance of a remedy or confirmation of rights already in existence. It does not come within the legal purview of a prospective law. As such, it can be applied retroactively independent of the general rule against the retrospective application of statutes.[38] Being procedural in nature, it shall apply to all actions pending at the time of its enactment except only with respect to those cases which had already attained the character of a final and executory judgment.[39] Were it not so, the purpose of the Decree, which is to facilitate the immediate resolution of mining controversies by granting jurisdiction to a body or agency more adept to the technical complexities of mining operations, would be thwarted and rendered meaningless. Litigants in a mining controversy cannot be permitted to choose a forum of convenience. Jurisdiction is imposed by law and not by any of the parties to such proceedings.

Furthermore, Presidential Decree No. 1281 is a special law and under a well-accepted principle in statutory construction, the special law will prevail over a statute or law of general application.[40] Jurisdiction having been conferred by a special statute therefore prevails over the jurisdiction granted by a general law.[41]

Finally, as aptly observed by the respondent appellate court, it is a rule oft repeated by this Court that the construction placed upon a law by the officials in charge of enforcing the same deserves great and considerable weight. Unless the same would result in legal absurdity, the same should be respected.[42]

From the foregoing, the inevitable conclusion is that the operative act which divested the trial court of jurisdiction to decide the declaratory action is not respondents' act of filing an administrative suit for the cancellation of their operating agreement with ATLAS. With or without such administrative action, the trial court is deemed to have lost jurisdiction to proceed with the declaratory action immediately upon the effectivity of Presidential Decree No. 1281 on January 16, 1978.

The case of *Twin Peaks Mining Association vs. Navarro*,[43] while not squarely applicable to the present case in view of the difference in the dates when the respective declaratory actions were commenced,[44] nevertheless bolsters the conclusion We have reached thus far when it pointed out that the promulgation of Presidential Decree No. 1281 is indicative of "[t]he trend to make the adjudication of mining cases a purely administrative matter." [45]

WHEREFORE, inasmuch as the trial court has lost jurisdiction to proceed, hear and decide the action for declaratory relief filed by ATLAS, the summary judgment in favor of herein intervenor Efifanio A. Anos is declared null and void, having been rendered on February 21, 1979 when Presidential Decree No. 1281 was already in full force and effect. The petition in intervention of CUENCO-VELEZ is hereby dismissed for lack of merit. And, finally, the decision of the Court of Appeals in CA - G. R. No. SP-09773 is affirmed insofar as it declared that the trial court acted with grave abuse of discretion in proceeding with the declaratory action. No pronouncement as to costs.

SO ORDERED.

Narvasa, (Chairman), Cruz, Griño-Aquino, and Medialdea, JJ., concur.

[1] "Revising Commonwealth Act 136: Creating the Bureau of Mines and Other Purposes."

[2] Pages 73-75, Rollo.

[3] Pages 15-18, Rollo.

[4] Pages 18-19, Rollo.

[5] Page 76, Rollo.

[6] Page 77, Rollo.

[7] Pages 79-99, Rollo. The full list of respondents in the petition for declaratory relief is as follows:

Biga Copper Mines and Exploration Company; Vicente Garaygay; Pedro B. Gorosin; Francisco B. Gorosin; Pablo B. Gorosin; Milagros Cuenco; Antonio V. Cuenco; Ramon V. Cuenco; Manuel V. Cuenco, Jr.; Jose V. Cuenco; Filomena Cuenco; Jesus V. Cuenco; Jose P. Velez; Spouses Rosario Tan and Manuel Tan; Cecilia M. Ramos; Regino Francisco, Sr.; Regino Francisco, Jr.; Antonio Concepcion; Guillermo Francisco; Emilio R. Quisumbing; Agustin Ramirez; Malayan Integrated Industries, Inc.; Spouses Asuncion Hamoy and Arturo Hamoy; Eduardo Aboitiz; Norberto Dayrit; Edilberto Gozo, Jr.; Vicente Baldoza; Antonio Ma. Cui; Spouses Generosa Montinola and Ramon Montinola; Divina P. Francisco; Manuel Francisco; Fernando Jakosalem; the heirs of Bernardo Icamen represented by Leni I. Villacin and Lilia Icamen; Salustiano Ponce; Esmael Garaygay; Alvin G. Garcia; Velore Mining Corp.; Edilberto Gozo, Sr.; Teofilo Dunque; Efifanio Anoos; and Alejandro T. Escano.

[8] Pages 96-97, Rollo.

[9] Pages 111-125, Rollo.

[10] Pages 111-125, Rollo.

[11] Pages 168-171, Rollo.

[12] Pages 126-128, Rollo.

[13] Pages 152-154, Rollo.

[14] Pages 162-163, Rollo.

[15] Pages 164-167, Rollo.

[16] Pages 168-171, Rollo.

[17] Pages 172-175 and 329, Rollo.

[18] Page 329, Rollo.

[19] Penned by Associate Justice Oscar R. Victoriano and concurred in by Associate Justice Porfirio V. Sison. Associate Justice Rodolfo A. Nocon wrote a separate concurring opinion.

[20] Pages 335; 340-341, Rollo.

[21] Resolution of the Supreme Court dated August 29, 1980; page 248, Rollo.

[22] Pages 269-311, Rollo.

[23] Pages 258; 262-263, Rollo.

[24] Pages 546-556, Rollo.

[25] Page 550, Rollo.

[26] Page 739, Rollo.

[27] Francisco, The Revised Rules of Court in the Philippines, Vol. IV-B part I, page 14; Moran, Comments on the Rules of Court, Vol. III, 1970 ed., page 140.

[28] Moran, *supra*, page 141.

[29] Chan vs. Galang, 18 SCRA 345 (1966).

[30] Francisco, *supra*, page 15.

[31] 4 SCRA 235 (1962).

[32] 45 SCRA 147 (1972).

[33] Note 31, at 241.

[34] Note 32, at 153.

[35] Section 5, Rule 64, Revised Rules of Court.

[36] Pages 342-343, Rollo.

[37] Gonzales vs. Province of Iloilo, 38 SCRA 209 (1971).

[38] Casabar vs. Sino Cruz, G. R. No. L-6882, December 29, 1954.

[39] People vs. Sumilang, 77 Phil. 764 (1946); Municipal Government of Coron, Palawan vs. Carino, 154 SCRA 216 (1987).

[40] De Jesus vs. People, 120 SCRA 760 (1983).

[41] BF Northwest Homeowners Association, Inc. vs. Intermediate Appellate Court, 150 SCRA 543 (1987).

[42] Pages 343-344, Rollo.

[43] 94 SCRA 768 (1979).

[44] The action for declaratory relief in the instant petition was filed prior to the promulgation of Presidential Decree No. 1281 while the declaratory action in Twin Peaks was filed subsequent thereto.

[45] *Supra*, note 43.

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