

VIR-JEN SHIPPING AND MARINE SERVICES, INC., PETITIONER, VS. NATIONAL LABOR RELATIONS COMMISSION, ROGELIO BISULA, RUBEN ARROZA, JUAN GACUTNO, LEONILO ATOK, NILO CRUZ, ALVARO ANDR...

G.R. Nos. 58011-12. November 18, 1983

Ponente: GUTIERREZ, JR., J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-nos-58011-12/>

GUTIERREZ, JR., J.:

Before the Court en banc is a motion to re-consider the decision promulgated on July 20, 1982 which set aside the decision of respondent National Labor Relations Commission and reinstated the decision of the National Seamen Board.

To better understand the issues raised in the motion for reconsideration, we reiterate the background facts of the case, taken from the decision of the National Labor Relations Commission:

"It appears that on different dates in December, 1978 and January, 1979, the Seamen entered into separate con-tracts of employment with the Company, engaging than to work on board M/T 'Jannu' for a period of twelve (12) months. After verification and approval of their contracts by the NSB, the Seamen boarded their vessel in Japan.

"On 10 January 1979, the master of the vessel complainant Rogelio H. Bisula, received a cable from the Company advising him of the possibility that the vessel might be directed to call at ITF-controlled ports and at the same time informing him of the procedure to be followed in the computation of the special or additional compensation of crew members while in said ports. ('ITF' is the acronym for the International Transport Workers Federation, a militant international labor organiza-tion with affiliates in different ports of the world, which reputedly can tie down a vessel in a port by preventing its loading or unloading. This is a sanction resorted to by ITF to enforce the payment of its wages rates for seafarers, the so-called ITF rates, if the wages of the crew members of a vessel who have affiliated with it are below its prescribed rates.) In the same cable of the Company, it expressed its regrets for not clarifying earlier the procedure in computing the special compensation as it thought that the vessel would 'trade in Caribbean ports only.'

"On 22 March 1979, the Company sent another cable to complainant Bisula, this time informing him of the respective amounts each of the officers and crew members would receive as special compensation when the vessel called at the port of Kwinana, Australia, an ITF-controlled port. This was followed by another cable on 23 March 1979, informing him that the officers and crew members had been enrolled as members of the ITF in Sidney, Australia, and that the membership fee for the 28 personnel complement of the vessel had already been paid.

"In answer to the Company's cable last mentioned, complainant Bisula, in representation of the other officers and crew members, sent on 24 March 1979 a cable in-forming the Company that the officers and crew members were not agreeable to its 'suggestion'; that they were not contented with their present salaries 'based on the volume of works, type of ship with hazardous cargo and registered in a worldwide trade; that the

'officers and crew (were) not interested in ITF membership if not actually paid with ITF rate'; that their 'demand is only 50% increase based on present basic salary'; and that the proposed wage increase is the 'best and only solution to solve ITF problem' since the Company's salary rates 'especially in tankers (are) very far in comparison with other shipping agencies in Manila x x x.'

"In reply, the Company proposed a 25% increase in the basic pay of the complainant crew members, although it claimed that it would 'suffer and absorb considerable amount of losses.' The proposal was accepted by the Seamen with certain conditions which were accepted by the Company. Conformably with the agreement of the parties which was effected through the cables abovementioned, the Seamen were paid their new salary rates.

"Subsequently, the Company sought authority from the NSB to cancel the contracts of employment of the Seamen, claiming that its principals had terminated their manning agreement because of the actions of the Seamen. The request was granted by the NSB Executive Director in a letter dated 10 April 1979. Soon thereafter, the Company cabled the Seamen informing them that their contracts would be terminated upon the vessel's arrival in Japan. On 19 April 1979 they were asked to disembark from the vessel, their contracts were terminated, and they were repatriated to Manila. There is no showing that the Seamen were given the opportunity to at least comment on the Company's request for the cancellation of their contracts, although they had served only three (3) out of the twelve (12) months' duration of their contracts."

The private respondents filed a complaint for illegal dismissal and non-payment of earned wages with the National Seamen Board. The Vir-jen Ship-ping and Marine Services Inc. in turn filed a complaint for breach of contract and recovery of excess salaries and overtime pay against the private respondents. On July 2, 1980, the NSB rendered a decision declaring that the seamen breached their employment contracts when they demanded and received from Vir-jen Shipping wages over and above their contracted rates. The dismissal of the seamen was declared legal and the seamen were ordered suspended.

The seamen appealed the decision to the NLRC which reversed the decision of the NSB and required the petitioner to pay the wages and other monetary benefits corresponding to the unexpired portion of the manning contract on the ground that the termination of the contract by the petitioner was without valid cause. Vir-jen Shipping filed the present petition.

The private respondents submit the following issues in their motion for reconsideration:

"A. THIS HONORABLE COURT DID VIOLENCE TO LAW AND JURISPRUDENCE WHEN IT HELD THAT THE FINDING OF FACT OF THE NATIONAL SEAMEN BOARD THAT THE SEAMEN VIOLATED THEIR CONTRACTS IS MORE CREDIBLE THAN THE FINDING OF FACT OF THE NATIONAL LABOR RELATIONS COMMISSION THAT THE SEAMEN DID NOT VIOLATE THEIR CONTRACT.

"B. THIS HONORABLE COURT ERRED IN FINDING THAT VIRJEN'S HAVING AGREED TO A 25% INCREASE OF THE SEAMEN'S BASIC WAGE WAS NOT VOLUNTARY BUT WAS DUE TO THREATS.

"C. THIS HONORABLE COURT ERRED WHEN IT TOOK COGNIZANCE OF THE ADDENDUM AGREEMENT; ASSUMING THAT THE ADDENDUM AGREEMENT COULD BE TAKEN COGNIZANCE OF, THIS HONORABLE COURT ERRED WHEN IT FOUND THAT PRIVATE RESPONDENTS HAD VIOLATED THE SAME.

"D. THIS HONORABLE COURT ERRED WHEN IT DID NOT FIND PETITIONER VIRJEN LIABLE FOR HAVING TERMINATED BEFORE EXPIRY DATE THE EMPLOYMENT CONTRACTS OF PRIVATE RESPONDENTS, THERE BEING NO LEGAL AND JUSTIFIABLE GROUND FOR SUCH TERMINATION.

“E. THIS HONORABLE COURT ERRED IN FINDING THAT THE PREPARATION BY PETITIONER OF THE TWO PAYROLLS AND THE EXECUTION OF THE SIDE CONTRACT WERE NOT MADE IN BAD FAITH.

“F. THIS HONORABLE COURT INADVERTENTLY DISCRIMINATED AGAINST PRIVATE RESPONDENTS.”

At the outset, we are faced with the question whether or not the Court en banc should give due course to the motion for reconsideration in spite of its having been denied twice by the Court's Second Division. The case was referred to and accepted by the Court en banc because of the movants' contention that the decision in this case by the Second Division deviated from *Wallem Phil. Shipping Inc. v. Minister of Labor* (L-50734-37, February 20, 1981), a First Division case with the same facts and issues. We are constrained to answer the initial question in the affirmative.

A fundamental postulate of Philippine Constitutional Law is the fact that there is only one Supreme Court from whose decisions all other courts are required to take their bearings. (*Albert v. Court of First Instance*, 23 SCRA 948; *Barrera v. Barrera*, 34 SCRA 98; *Tugade v. Court of Appeals*, 85 SCRA 226). The majority of the Court's work is now performed by its two Divisions, but the Court remains one court, single, unitary, complete, and supreme. Flowing from this nature of the Supreme Court is the fact that, while individual Justices may dissent or partially concur with one another, when the Court states what the law is, it speaks with only one voice. And that voice being authoritative should be as clear as possible.

Any doctrine or principle of law laid down by the Court, whether en banc or in Division, may be modified or reversed only by the Court en banc. (Section 2(3), Article X, Constitution.) In the rare instances when one Division disagrees in its views with the other Division, or the necessary votes on an issue cannot be had in a Division, the case is brought to the Court en banc to reconcile any seeming conflict, to reverse or modify an earlier decision, and to declare the Court's doctrine. This is what has happened in this case.

The decision sought to be reconsidered appears to be a deviation from the Court's decision, speaking through the First Division, in *Wallem Shipping, Inc. v. Hon. Minister of Labor* (102 SCRA 835). Faced with two seemingly conflicting resolutions of basically the same issue by its two Divisions, the Court, therefore, resolved to transfer the case to the Court en banc. Parenthetically, the petitioner's comment on the third motion for reconsideration states that the resolution of the motion might be the needed vehicle to make the ruling in the *Wallem* case clearer and more in line with the underlying principles of the Labor Code. We agree with the petitioner.

After an exhaustive, painstaking, and perspicacious consideration of the motions for reconsideration and the comments, replies, and other pleadings related thereto, the Court en banc is constrained to grant the motions. To grant the motion is to keep faith with the constitutional mandate to afford protection to labor and to assure the rights of workers, to self-organization and to just and humane conditions of work. We sustain the decision of the respondent National Labor Relations Commission.

There are various arguments raised by the petitioners but the common thread running through all of them is the contention, if not the dismal prophecy, that if the respondent seamen are sustained by this Court, we would in effect "kill the hen that lays the golden egg." In other words, Filipino seamen, admittedly among the best in the world, should remain satisfied with relatively lower if not the lowest, international rates of compensation, should not agitate for higher wages while their contracts of employment are subsisting, should accept as sacred, iron clad, and immutable the side contracts which require them to falsely pretend to be members of international labor federations, pretend to receive higher salaries at certain foreign ports only to return the increased pay once the ship leaves that port, should stifle not only their right to ask for improved terms of employment but their freedom

of speech and expression, and should suffer instant termination of employment at the slightest sign of dissatisfaction with no protection from their Government and their courts. Otherwise, the petitioners contend that Filipinos would no longer be accepted as seamen, those employed would lose their jobs, and the still unemployed would be left hopeless.

This is not the first time and it will not be the last where the threat of unemployment and loss of jobs would be used to argue against the interests of labor; where efforts by workmen to better their terms of employment would be characterized as pre-judging the interests of labor as a whole.

In 1867 or one hundred sixteen years ago, Chief Justice Beasley of the Supreme Court of New Jersey was ponente of the court's opinion declaring as a conspiracy the threat of workmen to strike in connection with their efforts to promote unionism.

It is difficult to believe that a right exists in law which we can scarcely conceive can produce, in any posture of affairs, other than injurious results. It is simply the right of workmen, by concert of action, and by taking advantage of their position, to control the business of another. I am unwilling to hold that a right which cannot, in any event, be advantageous to the employee, and which must always be hurtful to the employer, exists in law. In my opinion this indictment sufficiently shows that the force of the confederates was brought to bear upon their employer for the purpose of oppression and mischief and that this amounts to a conspiracy. (State v. Donaldson, 32 NJL 151, 1867. Cited in Chamberlain, Sourcebook on Labor, p. 13. Emphasis supplied)

The same arguments have greeted every major advance in the rights of the workman. And they have invariably been proved unfounded and false.

Unionism, employers' liability acts, minimum wages, workmen's compensation, social security and collective bargaining to name a few were all initially opposed by employers and even well meaning leaders of government and society as "killing the hen or goose which lays the golden eggs." The claims of workmen were described as outrageously injurious not only to the employer but more so to the employees themselves before these claims or demands were established by law and jurisprudence as "rights" and before these were proved beneficial to the management, labor, and the nation as a whole beyond reasonable doubt.

The case before us does not represent any major advance in the rights of labor and the workmen. The private respondents merely sought rights already established. No matter how much the petitioner-employer tries to present itself as speaking for the entire industry, there is no evidence that it is typical of employers hiring Filipino seamen or that it can speak for them.

The contention that manning industries in the Philippines would not survive if the instant case is not decided in favor of the petitioner is not supported by evidence. The Wallem case was decided on February 20, 1981. There have been no severe repercussions, no drying up of employment opportunities for seamen, and none of the dire consequences repeatedly emphasized by the petitioner. Why should Vir-jen be an exception?

The wages of seamen engaged in international shipping are shouldered by the foreign principal. The local manning office is an agent whose primary function is recruitment and who usually gets a lump sum from the shipowner to defray the salaries of the crew. The hiring of seamen and the determination of their compensation is subject to the interplay of various market factors and one key factor is how much in terms of profits the local manning office and the foreign shipowner may realize after the costs of the voyage are met. And costs include salaries of officers and crew members.

Filipino seamen are admittedly as competent and reliable as seamen from any other country in the world. Otherwise, there would not be so many of them in the vessels sailing in every ocean and sea on this globe. It is competence and reliability, not cheap labor that makes our seamen so greatly in demand. Filipino seamen have

never demanded the same high salaries as seamen from the United States, the United Kingdom, Japan and other developed nations. But certainly they are entitled to government protection when they ask for fair and decent treatment by their employers and when they exercise the right to petition for improved terms of employment, especially when they feel that these are sub-standard or are capable of improvement according to internationally accepted rules. In the domestic scene, there are marginal employers who prepare two sets of payrolls for their employees – one in keeping with minimum wages and the other recording the sub-standard wages that the employees really receive. The reliable employers, however, not only meet the minimums required by fair labor standards legislation but even go way above the minimums while earning reasonable profits and prospering. The same is true of international employment. There is no reason why this Court and the Ministry of Labor and Employment or its agencies and commissions should come out with pronouncements based on the standards and practices of unscrupulous or inefficient shipowners, who claim they cannot survive without resorting to tricky and deceptive schemes, instead of Government maintaining labor law and jurisprudence according to the practices of honorable, competent, and law-abiding employers, domestic or foreign.

If any minor advantages given to Filipino seamen may somehow cut into the profits of local manning agencies and foreign shipowners, that is not sufficient reason why the NSB or the NLRC should not stand by the former instead of listening to unsubstantiated fears that they would be killing the hen which lays the golden eggs.

Prescinding from the above, we now hold that neither the National Seamen Board nor the National Labor Relations Commission should, as a matter of official policy, legitimize and enforce dubious arrangements where shipowners and seamen enter into fictitious contracts similar to the addendum agreements or side contracts in this case whose purpose is to deceive. The Republic of the Philippines and its ministries and agencies should present a more honorable and proper posture in official acts to the whole world, notwithstanding our desire to have as many job openings both here and abroad for our workers. At the very least, such a sensitive matter involving no less than our dignity as a people and the welfare of our workingmen must proceed from the Batasang Pambansa in the form of policy legislation, not from administrative rule making or adjudication.

Another issue raised by the movants is whether or not the seamen violated their contracts of employment.

The form contracts approved by the National Seamen Board are designed to protect Filipino seamen not foreign shipowners who can take care of themselves. The standard forms embody the basic minimums which must be incorporated as parts of the employment contract. (Section 15, Rule V, Rules and Regulations Implementing the Labor Code.) They are not collective bargaining agreements or immutable contracts which the parties cannot improve upon or modify in the course of the agreed period of time. To state, therefore, that the affected seamen cannot petition their employer for higher salaries during the 12 months duration of the contract runs counter to established principles of labor legislation. The National Labor Relations Commission, as the appellate tribunal from decisions of the National Seamen Board, correctly ruled that the seamen did not violate their contracts to warrant their dismissal.

The respondent Commission ruled:

"In the light of all the foregoing facts, we find that the cable of the seamen proposing an increase in their wage rates was not and could not have been intended as a threat to compel the Company to accede to their proposals. But even assuming, if only for the sake of argument, that the demand or proposal for a wage increase was accompanied by a threat that they would report to ITF if the Company did not accede to the contract revision – although there really was no such threat as pointed out earlier – the Seamen should not be held at fault for asking such a demand. In the same case cited above, the Supreme Court held:

"Petitioner claims that the dismissal of private respondents was justified because the latter threatened the ship

authorities in acceding to their demands, and this constitutes serious misconduct as contemplated by the Labor Code. This contention is not well-taken. But even if there had been such a threat, respondents' behavior should not be censured because it is but natural for them to employ some means of pressing their demands for petitioner, the refusal to abide with the terms of the Special Agreement, to honor and respect the same. They were only acting in the exercise of their rights, and to deprive them of their freedom of expression is contrary to law and public policy. There is no serious misconduct to speak of in the case at bar which would justify respondents' dismissal just because of their firmness in their demand for the fulfillment by petitioner of its obligation it entered into without any coercion, specially on the part of private respondents.' (underscoring supplied)."

The above citation is from *Wallem*.

The facts show that when the respondents boarded the M/T *Jannu*, there was no intention to send their ship to Australia. On January 10, 1979, the petitioner sent a cable to respondent shipmaster Bisula informing him of the procedure to be followed in the computation of special compensation of crewmembers while in ITF controlled ports and expressed regrets for not having earlier clarified the procedure as it thought that the vessel would trade in Caribbean ports only.

On March 22, 1979, the petitioner sent another cable informing Bisula of the special compensation when the ship would call at Kwinana, Australia.

The following day, shipmaster Bisula cabled *Vir-jen* stating that the officers and crews were not interested in ITF membership if not paid ITF rates and that their only demand was a 50 percent increase based on their then salaries. Bisula also pointed out that *Vir-jen* rates were "very far in comparison with other shipping agencies in Manila."

In reply, *Vir-jen* counter proposed a 25 percent increase. Only after *Kyoei Tanker Co., Ltd.*, declined to increase the lumps sum amount given monthly to *Vir-jen* was the decision to terminate the respondents' employment formulated.

The facts show that *Vir-jen* initiated the discussions which led to the demand for increased wages. The seamen made a proposal and the petitioner answered with a counter-proposal. The ship had not yet gone to Australia or any ITF controlled port. There was absolutely no mention of any strike, much less a threat to strike. The seamen had done no act which under Philippine law or any other civil-ized law would be termed illegal, oppressive, or malicious. Whatever pressure existed, it was mild compared to accepted and valid modes of labor activity.

We reiterate our ruling in *Wallem*:

"Petitioner claims that the dismissal of private respondents was justified because the latter threatened the ship authorities in acceding to their demands, and this constitutes serious misconduct as contemplated by the Labor Code. This contention is not well-taken. The records fail to establish clearly the commission of any threat. But even if there had been such a threat, respondents' behavior should not be censured because it is but natural for them to employ some means of pressing their demands for petitioner, who refused to abide with the terms of the Special Agreement, to honor and respect the same. They were only acting in the exercise of their rights, and to deprive them of their freedom of expression is contrary to law and public policy.x x x"

Our dismissing the petition is premised on the assumption that the Ministry of Labor and Employment and all its agencies exist primarily for the working-man's interests and, of course, the nation as a whole. The points raised by the Solicitor-General in his comments reffer to the issue of allowing what the petitioner importunes under the argument of "killing the hen which lays the golden eggs". This is one of policy which should perhaps be directed to the Batasang Pambansa and to our country's other policy makers for more specific legislation on the matter, subject to the constitutional provisions protecting labor, promoting social justice, and guaranteeing

non-abridgement of the freedom of speech, press, peaceable assembly and petition. We agree with the movants that there is no showing of any cause, which under the Labor Code or any current applicable law, would warrant the termination of the respondents' services before the expiration of their contracts. The Constitution guarantees State assurance of the rights of workers to security of tenure. (Sec. 9, Article II, Constitution). Presumptions and provisions of law, the evidence on record, and fundamental State policy all dictate that the motions for reconsideration should be granted.

WHEREFORE, the motions for reconsideration are hereby GRANTED. The petition is DISMISSED for lack of merit. The decision of the National Labor Relations Commission is AFFIRMED. No Costs.

SO ORDERED.

Fernando, C.J., Guerrero, Abad Santos, Plana, Escolin, and Relova, JJ., concur.

De Castro, J., see separate opinion.

Teehankee, Makasiar, Aquino, Concepcion, Jr., and Melencio-Herrera, JJ., no part.

Vir-Jen Shipping & Marine Svs, Inc vs NLRC : 58011 : November 18, 1983 : J. De Castro : En Banc : Concurring Opinion 200 6 pt 6 pt 0 3

CONCURRING OPINION

DE CASTRO, J.:

Being the ponente of the Wallem case, upon whose ruling the decision of the Court en banc in this case is mainly made to rest, at least insofar as said Court now finds that the respondent seamen have not committed any misconduct which would constitute a just cause for the termination of their services just after three months of the 12-month term of their contract, a brief explanation why I voted in the Second Division in favor of the petitioner company in the instant case, and not the respondent seamen, as I did in the Wallem case, is obviously called for.

During our deliberations in the Second Division, it was made clear that in the instant case, threat was employed by the seamen against the company or shipowners to obtain consent to the 50% raise of wages as proposed by the seamen upon being informed that they would touch on ITF-controlled ports. I joined my colleagues in the Second Division in concurring in the decision penned by Justice Barredo, now retired, in the belief that threat was indeed committed, constituting a just cause for termination of the services of the seamen with still nine months to go of their 12-month contract with the petitioner. As the facts are more thoroughly and accurately presented and discussed in the decision so brilliantly written by Justice Gutierrez, I am persuaded that on the basis of the ruling of the Wallem case, a mistake was committed in finding the existence of a just cause for the instant and unexpected termination of the services of the seamen.

The facts of this case show that to the proposal of the seamen for a 50% increase, made because they were informed that they would touch on ITF-controlled ports, the company countered with an offer of only 25% raise. The proposal of 50% was much lower than the rates which the ITF would surely force upon the company. When the company made a counter proposal of 25% raise the seamen accepted. The trip went on smoothly until upon arriving at a port which afforded haven and safety to the shipowner, the latter suddenly, and with imperious finality, terminated the services of the seamen and repatriated them to Manila. These are the simple facts that call for the application of the law, mainly the provisions of the Labor Code. That law is none other than what is indicated in how the Wallem case was decided--in vindication of how the seamen were given a raw deal in being lulled into a false sense of security in their employment contract only to be rudely terminated and ordered

repatriated.

In the Wallem case, the seamen pressed their demand for the enforcement of a special agreement entered into by the shipowner or company with the ITF. For this act, their services were terminated and they were repatriated by their employer shipping company. What the First Division said in favor of the seamen, is in my opinion, the correct ruling which We should reaffirm in the instant case. Thus -

"Petitioner claims that the dismissal of private respondent was justified because the latter threatened the ship authorities in acceding to their demands, and this constitutes serious misconduct as contemplated by the Labor Code. This contention is not well-taken. But even if there had been such a threat, respondents' behavior should not be censured because it is but natural for them to employ some means of pressing their demands on petitioner, who refused to abide with the terms of the Special Agreement, to honor and respect the same. They were only acting in the exercise of their rights, and to deprive them of their freedom of expression is contrary to law and public policy. There is no serious misconduct to speak of in the case at bar which would justify respondents' dismissal just because of their firmness in their demand for the fulfillment by petitioner of its obligation it entered into without any coercion, specially on the part of private respondents." (Underscoring supplied).

This above ruling is the law on the matter and, in my opinion, controlling on the case at bar. Whatever policy may prove more beneficial to the cause of labor in general, as is sought to be offered as argument in support of the Second Division decision, is not a proper ground for making said policy prevail over the applicable law or jurisprudence. Questions of policy are better left to the Batasan Pambansa. We should confine ourselves to applying the law as it is. In so doing, We are not allowed to apply it to suit, or to respond to, the demands of what We may deem the better policy than what the law clearly intends. The policy is the law, and the law is the policy. We might be treading on forbidden ground to bend the law to what We perceive to be a desirable policy.

Courts are called upon only to apply the law. Does the law permit the termination of the services of the seamen in violation of their contract except only upon a just cause? This is the only question to be answered in this case. The answer is given with eloquent persuasiveness in the decision in which I concur wholeheartedly.

ABOUT BATAS.ORG

Study smarter at BATAS.org

The Philippine bar review and law-school companion built around how your brain actually remembers.

The complete Philippine law library - free for everyone.

More than 100,000 Supreme Court decisions, Republic Acts, and executive issuances - full-text searchable, browsable by category and year, and always free. No paywall, no login. This PDF came from it.

Audio case-brief lectures.

Any decision becomes a podcast-style lecture - facts, issues, ruling, and doctrine - with read-along highlighting and a hands-free presentation mode. Study while commuting, working out, or resting your eyes.

Bar review built on the science of memory.

Complete, sequenced courses for all eight bar subjects, narrated like podcasts and reinforced with retrieval practice and spaced review - the study techniques with the strongest evidence behind them.

The full law-school curriculum.

One subscription unlocks the entire J.D. curriculum - every subject, every lesson, with your progress tracked down to the paragraph so you can pick up exactly where you left off, on any device.

Mock exams that tell you where you stand.

Timed multiple-choice exams graded instantly, with per-subject score breakdowns and focus suggestions that point you at your weakest topics first.

A study planner that keeps you on pace.

Set your schedule and BATAS tells you every day whether you are on track for bar day - and exactly which lesson to take next.

Start free at <https://batas.org>

The law library is free forever - and your first lesson is one click away.

The text of this document is an official public record and remains in the public domain. Formatting, presentation, and compilation © 2026 batas.org.

Downloaded free from the batas.org Law Library. Share it freely - the library is free for every law student, bar reviewee, and practitioner.