Republic of the Philippines
Supreme Court
Manila

SECOND DIVISION

ASIGA MINING CORPORATION, Petitioner,	**G.R. No. 199081**
	Present:
- versus -	CARPIO, *J.* Chairman, PERALTA, PERLAS-BERNABE, CAGUIOA, and REYES, JR., *JJ.*
MANILA MINING CORPORATION and BASIANA MINING EXPLORATION CORPORATION, Respondents.	Promulgated: 24 JAN 2018

x----------x

D E C I S I O N

REYES, JR., *J.*:

Under the Mineral Resources Decree of 1974, as amended, and as properly interpreted by established jurisprudence, abandonment by non-performance of the annual work obligation could be declared only after the observance of due process.

The Case

Challenged before the Court *via* this Petition for Review on *Certiorari* under Rule 45 of the Rules of Court is the Decision[1] of the Court of Appeals (CA) in CA-G.R. SP No. 100335, promulgated on May 12, 2011, which affirmed *in toto* the Decision[2] dated July 31, 2007 of the Mines Adjudication

---

[1] Penned by Justice Manuel M. Barrios, and concurred in by Justices Mario L. Guarina III and Apolinario D. Bruselas, Jr.; *rollo*, pp. 41-52.

[2] As quoted in CA Decision dated May 12, 2011; id. at 41; 46.

Board (MAB) of the Department of Environment and Natural Resources (DENR). Likewise challenged is the subsequent Resolution[3] promulgated on October 24, 2011 which upheld the earlier decision.

The Antecedent Facts

Petitioner Asiga Mining Corporation (Asiga) was the holder of mining claims over hectares of land located in Santiago, Agusan del Norte. These claims, known as MIRADOR and CICAFE, were granted unto Asiga by virtue of the Mining Act of 1936.[4] Subsequently, when the law was amended by the Mineral Resources Decree of 1974,[5] the petitioner had to follow registration procedures so that its earlier mining claims, MIRADOR and CICAFE, could be recognized under the new law. Following their successful application, their mining claims over the subject area were upheld. Two decades later, the Mineral Resources Decree of 1974 was amended and superseded by the Mining Act of 1995.[6] Like before, Asiga was again required by the supervening law to undergo registration procedures so that its mining claims could be recognized anew.

Hence, on March 31, 1997, Asiga applied with the Mines and Geosciences Bureau (MGB) to convert its mining claims into a Mineral Production Sharing Agreement (MPSA) as required by the Mining Act of 1995 and its implementing rules and regulations.

As fate would have it, it was during this application process when Asiga discovered that its mining claims overlapped with that of respondent Manila Mining Corporation (respondent MMC), by about 1,661 hectares, and of respondent Basiana Mining Exploration Corporation (respondent BMEC) by 214 hectares.[7]

As it happened, each of the respondents had pending applications for MPSA over the overlapping subject areas which were filed way earlier than the petitioner's application. Respondent MMC applied for MPSA over Cabadbaran and Santiago, Agusan del Norte as early as November 26, 1992. Respondent BMEC, on the other hand, made a similar application as early as October 3, 1995. After satisfying the initial mandatory requirements,

---

3 Id. at 54-55.

4 Commonwealth Act No. 137 (1936) – An Act to Provide for the Conservation, Disposition, and Development of Mineral Lands and Minerals.

5 Presidential Decree No. 463 (1974) – Providing for a Modernized System of Administration and Disposition of Mineral Lands and to Promote, and Encourage the Development and Exploitation thereof.

6 Republic Act No. 7942 (1995) – An Act Instituting a New System of Mineral Resources Exploration, Development, Utilization, and Conservation.

7 *Rollo*, p. 43.

respondents MMC and BMEC published and posted their respective Notices of Application for MPSA in a newspaper of general circulation for two (2) consecutive weeks, and posted the same in the bulletin boards of concerned government agencies.[8]

Upon knowledge of the foregoing, and to protect its interest over the subject area, Asiga filed before the MGB-CARAGA Regional Office an *Adverse Claim with Petition for Preliminary Injunction* against the respondents MMC and BMEC, and prayed for the exclusion of the area applied for by the respondents from the bounds of its mining claims. It asserted that: (1) it has vested right to the approved and existing mining claims that were awarded to it since 1975; (2) it has preferential right to enter into any mode of mineral agreement with the government for the period up to 14 September 1997; and (3) the respondents' MPSA applications are null and void because the areas applied for encroached on Asiga's mining claims and thus, were closed to application.

The respondents MMC and BMEC, on the other hand, separately filed a Motion to Dismiss on grounds of prescription and abandonment of mining claims. Collectively, they averred that: (1) Asiga's adverse claim is rendered void by prescription as it was only filed more than thirty (30) days from the date of the first publication of respondents' Notice of Application for MPSA; (2) Asiga did not substantiate the alleged encroachment since it failed to submit documents that would prove such claim; (3) Asiga already abandoned its mining claims because it failed to file an Affidavit of Annual Work Obligation (AAWO) showing its work performance over the subject mining areas for more than two (2) consecutive years.

On December 24, 1998, the Panel of Arbitrators organized by the MGB-CARAGA Regional Office rendered a Decision in favor of Asiga, the dispositive portion of which states:

> WHEREFORE, finding petitioner's adverse claim unnecessary, the same is hereby dismissed. Respondents Manila Mining Corporation and Basiana Mining Corporation's Mineral Production Sharing Agreement Applications whose areas overlapped Asiga's existing and valid mining claims, "MIRADOR" and "CICAFE" as shown herein and in the records of the Mines and Geosciences Bureau, Region XIII, Surigao City should be amended accordingly and excluded therefrom Petitioner's said valid and existing mining claims. But respondent's Mineral Production Sharing Agreement applications whose areas fell in areas open for mining locations and those which fell within petitioner's abandoned claims should remain as they are.[9]

---

8 Id.

9 Id. at 45.

The respondents appealed to the Mines Adjudication Board (MAB) reiterating their arguments of prescription and abandonment, to which the MAB agreed. In the dispositive portion of its Decision dated July 31, 2007, the MAB said:

> WHEREFORE, PREMISES CONSIDERED, the Decision of the Panel of Arbitrators dated December 24, 1998 in POA CASE NO. XIII-09-97 is hereby REVERSED AND SET ASIDE. The Regional Director of the Mines and Geosciences Regional Office No. XIII, Surigao City is hereby ordered to give due course to the valid Application for Mineral Production Sharing Agreement No. APSA-0007-X of Manila Mining Corporation and APSA No. 00047-X Basiana Mining Exploration Corp., subject to compliance with the existing mining law and its implementing rules and regulations.[10]

Aggrieved, Asiga filed a Petition for Review under Rule 43 of the Rules of Court before the CA. It assailed the MAB decision arguing that: (1) holders of valid and existing mining claims cannot be divested of their rights by mere failure to file adverse claim within the prescribed 30-day period from publication of new mining applications; and (2) the decision ignored the new grace period of September 15, 1997 provided under DAO 97-07 (Series of 1997) within which to file an MPSA application and pay the required fees.

On May 12, 2011, the CA promulgated the assailed decision. It ruled that Asiga cannot be considered a holder of valid and existing mining claims. The Court of Appeals said that:

> Clearly, ASIGA was duty bound to conduct actual work on its mining claims and to file an AAWO showing proof of its compliance before Mines Regional Officer concerned within sixty (60) days from the end of the year in which such work obligation was required. Significantly, it is provided that failure to comply with the said obligations for two (2) consecutive years shall result to an automatic abandonment of ASIGA's mining claims.
>
> It is an established fact—as found by both POA and MAB—that ASIGA had, indeed, failed to file an AAWO nor to conduct actual work on its mining claims ever since it was granted a leasehold right over the same. Consequently, pursuant to Section 27 aforequoted, ASIGA's mining claims were deemed abandoned by operation of law. x x x.[11]

Thus, the dispositive portion of the decision of the CA reads:

---

10 Id. at 46.

11 Id. at 49.

> WHEREFORE, premises considered, the instant petition is DISMISSED. The Decision dated 31 July 2007 of the Mines Adjudication Board is AFFIRMED *in toto*.[12]

After the dismissal of Asiga's motion for reconsideration, Asiga filed this petition for review on *certiorari*.

The Issues

The petitioner raised the following arguments:

A — The [CA] committed grave error in law in instantly divesting petitioner of its existing rights over its mining claims for alleged failure to submit its Annual Work Obligations report, the decision being inconsistent with existing doctrines requiring field investigation on the actual work done and summary hearing to determine propriety of cancellation for abandonment of claims.

B — The [CA] committed grave error in law in holding that petitioner's failure to pay occupation fees within thirty (30) days from the filing of Mineral Production Sharing Agreement (MPSA) conversion amounts to abandonment, the finding being completely incompatible with DAO Memorandum Order No. 97-07 which allows payment of fees within 30 days from final termination or resolution of pending cases or dispute of claims.

C — The [CA] committed grave error in law in sustaining the cancellation of petitioner's mining claim in favor of respondents Manila Mining Corporation (MMC) and Basiana Mining Exploration Corporation (BMEC).[13]

In sum, petitioner Asiga comes before this Court to ask for the resolution of only one issue: whether or not Asiga could be considered to have abandoned its mining claim over the hectares of land located in Santiago, Agusan del Norte on the basis of (a) non-submission of the affidavit of annual work obligations, and (b) non-payment of fees. An answer to this query will serve as the fulcrum around which the rights of the petitioner and the respondents could be ascertained.

---

12 Id. at 51.

13 Id. at 22.

This Court's Ruling

The petition is impressed with merit.

Based on the facts as borne by the records of this case, the Court is of the considered opinion that Asiga did not abandon its mining claims over the subject area. To rule that it did on the basis merely of the non-submission of the affidavit and the non-payment of fees, without considering the relevant implementing rules and regulations of the law as well as settled jurisprudence on the matter, would cause undue injury to a right granted—and thus protected by law—unto the petitioner.

The notion of "automatic abandonment" being invoked by the respondents is provided for in Section 27 of the Mineral Resources Development Decree of 1974. And as early as 1990, the Court has already ruled on the proper interpretation of this provision in the case of *Santiago v. Deputy Executive Secretary.*[14] In no uncertain terms, the Court has already established that there is no rule of automatic abandonment with respect to mining claims for failure to file the affidavit of annual work obligations.[15]

As originally worded, Section 27 of the Mineral Resources Development Decree of 1974 provided that the failure of a claim owner to submit a sworn statement of its compliance with its annual work obligations for two (2) consecutive years shall "cause the forfeiture of all rights to his claim." Particularly, it states that:

> SECTION 27. Proof of Annual Work Obligations. — The claim owner shall submit proof of compliance with the annual work obligations by filing a sworn statement with the Director within sixty (60) days from the end of the year in which the work obligation is required, in a form to be prescribed by regulation. Failure of the claim owner to file such proof of compliance for two (2) consecutive years shall cause the forfeiture of all rights to his claim.

In 1978, Section 15 of Presidential Decree (P.D.) No. 1385 amended this specific provision. Instead of merely causing the forfeiture of the mining rights upon failure to comply with the required submissions, the section then provided for an "automatic abandonment" of the mining claims, *viz:*

> SECTION 15. Section 27 of the same Decree is hereby amended to read as follows:

---

14 270 Phil. 288 (1990).

15 Id. at 294.

> SECTION 27. Proof of Annual Work Obligations. — The claimowner/lessee shall submit proof of compliance with the annual work obligations by filing an affidavit therefor and the statement of expenditures and technical report in the prescribe[d] form in support thereof with the Mines Regional Officer within sixty (60) days from the end of the year in which the work obligation is required: Provided, **That failure of the claimowner to comply therewith for two (2) consecutive years shall constitute automatic abandonment of the mining claims:** Provided, Further, That, if it is found upon field verification that no such work was actually done on the mining claims, the claimowner/lessee shall likewise lose all his rights thereto notwithstanding submission of the aforesaid documents.[16] (Emphasis supplied)

In 1980, this provision was once again amended. Section 5 of P.D. No. 1677 retained the "automatic abandonment" provision and further included that, should a verification be conducted and it was discovered that no work was actually accomplished despite the submission of an affidavit to that effect, the owner/lessee shall likewise automatically lose all the rights appurtenant to his/her mining claims. As stated by this decree:

> SECTION 5. Section 27 of Presidential Decree No. 463 as amended by Section 15 of Presidential Decree No. 1385, is further amended to read, as follows:
>
> Sec. 27. Proof of Annual Work Obligations. — The claim owner/lessee shall submit proof of compliance with the annual work obligations by filing an affidavit therefor and the statement of expenditures and technical report in the prescribed form in support thereof with the Mines Regional Officer concerned within sixty (60) days from the end of the year in which the work obligations is required: Provided, That failure of the claim owner to comply therewith for two (2) consecutive years shall constitute automatic abandonment of the mining claim: Provided, further, **That if it is found upon field verification that no such work was actually done on the mining claim, the claim owner/lessee shall likewise automatically lose all his rights thereto notwithstanding submission of the aforesaid documents.**[17] (Emphasis supplied)

Finally, Section 27, as it now stands, was modified by Section 2 of P.D. No. 1902:

> SECTION 2. Section 27 of Presidential Decree No. 463, as amended by Section 15 of Presidential Decree No. 1385 and Section 5 of Presidential Decree No. 1677, is further amended to read as follows:
>
> SECTION. 27. Annual Work Obligations. — The claimowner/lessee shall submit proof of compliance with the annual work

---

16 P.D. No. 1385 (1978), Sec. 15.

17 P.D. No. 1677 (1980), Sec. 5.

> obligations by filing an affidavit therefor and the statement of expenditures and technical report in the prescribed form in support thereof with the Mines Regional Officer concerned within one hundred and twenty (120) days from the end of the year in which the work obligation is required: **Provided, That failure of the claimowner to comply therewith for two (2) consecutive years shall constitute automatic abandonment of the mining claim: Provided, further, That, if it is found upon field verification that no such work was actually done on the mining claim, the claimowner/lessee shall likewise automatically lose all his rights thereto notwithstanding submission of the aforesaid documents:** Provided, finally, That the Director, in cases of unstable peace and order conditions and/or involvement in mining conflicts may grant further extensions. (Emphasis supplied)

What is being asked of this Court by the respondents is a re-interpretation of this most recent iteration of the Mineral Resources Development Decree of 1974. As how it was in *Santiago*, to arrive at an answer, the subject matter of the provision must first be clarified. Is it the *non-submission of the proof of the compliance*—the affidavit of annual work obligation—for two consecutive years, or is it the *actual non-compliance of the annual work obligation* for two consecutive years that would become the basis for the declaration of abandonment of mining claims?

The Court opines that it is the latter.

The title of Section 27 was changed in the latest amendment from "Proof of Annual Work Obligations" as written in the Mineral Resources Development Decree of 1974, P.D. No. 1385, and P.D. No. 1677 to "Annual Work Obligations" under P.D. No. 1902. The latest version indicates that there is focus on the annual work obligations imposed upon claim owners or lessees, and not merely on the submission of proof to this requirement. Indeed, as ruled in *Santiago*, the essence of this provision is to exact compliance of the obligations imposed upon claim owners or lessees who are granted the privilege of exploring and/or exploiting the Philippines' natural resources.

Thus, when Section 27 included the phrase "failure of the claimowner to comply therewith," the phrase was referring to the actual work obligations required of the claim owners, and not merely the submission of the proof of the actual work obligations. This is the proper interpretation of this section. As explained by Justice Paras in *Santiago:*

> Under the Consolidated Mines Administrative Order (CMAO), implementing PD 463, as amended, **the rule that has been consistently applied is that it is the failure to perform the required assessment work, not the failure to file the AAWO that gives rise to abandonment.**

> Interpreted within the context of PD 1902, the last amending decree of PD 463, it is intended, among others, to accelerate the development of our natural resources and to accelerate mineral productions, abandonment under the aforequoted Sec. 27 refers to the failure to perform work obligations which in turn is one of the grounds for the cancellation of the lease contract (Sec. 43(a), Consolidated Mines Administrative Order, implementing PD 463).[18] (Emphasis and underscoring supplied)

Even the then Ministry of Natural Resources, now Department of Environment and Natural Resources (DENR), was of the opinion that it is the failure to perform actual work obligations that would give rise to abandonment. It further interpreted the provision as one which is more of convenience than substance, and that the claim owners or lessees are not precluded from proving their actual compliance through other means. Again, in *Santiago:*

> The question of whether or not the failure to submit AAWO for more than two (2) consecutive years constitutes abandonment as ground for cancellation of a mining lease contract has been the subject matter of many cases in the Ministry of Natural Resources (now Department of Environment and Natural Resources). Public respondent made the following significant findings, to quote:
>
> In a number of cases, the MNR answered the question in the negative. x x x. As there explained, **it is the continued failure to perform the annual work obligations, NOT the failure to file AAWO, that gives rise to abandonment as ground for cancellation of a mining lease contract;** that compliance with AAWO requirements, not being related to the essence of the acts to be performed, is a matter of convenience rather than substance; and that non-submission of AAWO does not preclude the lessee from proving performance of such working obligation in some other way. [19] (Emphasis and underscoring supplied)

Further, in declaring claim owners or lessees to have abandoned their mining claims, due process must primarily be observed. In fact, in the recent case of *Yinlu Bicol Mining Corporation v. Trans-Asia Oil and Energy Development Corporation*,[20] the Court, through Justice Bersamin, had occasion to discuss that the basic tenets of due process require that notice be given to the claim owners if their mining claims are to be considered cancelled. *Yinlu* ruled:

> The failure of Yinlu's predecessor-in-interest to register and perform annual work obligaitons did not automatically mean that they had already abandoned their mining rights, and that such rights had already lapsed. For one, the DENR itself declared that it had not issued any

---

18 *Santiago v. Deputy Executive Secretary*, supra note 14, at 294.

19 Id.

20 750 Phil. 148 (2015).

> specific order cancelling the mining patents. Also, the tenets of due process required that Yinlu and its predecessor-in-interest be given written notice of their non-compliance with PD No. 463 and the ample opportunity to comply. If they still failed to comply despite such notice and opportunity, then written notice must further be given informing them of the cancellation of their mining patents. **In the absence of any showing that the DENR had provided the written notice and opportunity to Yinlu and its predecessors-in-interest to that effect, it would really be inequitable to consider them to have abandoned their patents,** or to consider the patents as having lapsed.[21] (Emphasis and underscoring supplied, citations omitted)

And so, by jurisprudential rulings, there is no "automatic abandonment" on the basis of the non-submission of the AAWO alone. If the claim owners or lessees did indeed fail to perform their obligations as required in Section 27 of the Mineral Resources Development Decree of 1974, as amended, then the cancellation of their mining claims could only be considered proper upon observance of due process, which, according to *Yinlu*, takes the form of: (1) a written notice of non-compliance to the claim owners and lessees and an ample opportunity to comply; and (2) in the event of the claim owners' and lessees' failure to comply, a written notice effecting the cancellation of their mining claims.[22]

In this case, nothing on record indicates that the foregoing requirements have been complied with. There were no notices sent to Asiga, which either notified it of its non-compliance to Section 27 or notified it of the cancellation of its mining claims. Thus, on the basis of the foregoing, it could not be said that the petitioner has abandoned its mining claims over the disputed parcels of land.

Further, with regard to the payment of occupational fees, a reading of DENR Department Administrative Order (DENR DAO) No. 97-07, the *"Guidelines in the Implementation of the Mandatory September 15, 1997 Deadline for the Filing of Mineral Agreement Applications by Holders of Valid and Existing Mining Claims and Lease/Quarry Applications and for Other Purposes,"* would reveal that the petitioner is correct in asserting that the payment thereof could be completed upon the resolution of the present dispute.

The CA was partially correct when it quoted Section 9 of DENR DAO No. 97-07 and found that it is the duty of the holder of a valid and existing mining claim to "present proof of full payment of the occupation fees and/or minimum work obligations or a Letter of Commitment undertaking to pay

---

21 Id. at 182.

22 Id.

peyer

such amount within thirty (30) days from the date of the filing of its Mineral Agreement Application."[23] Section 9 provides:

> SECTION 9. Occupational Fees and Work Obligations — In case of any deficiency in the payment of occupation fees and/or minimum work obligations required, no Mineral Agreement applications by holders of valid and existing mining claims and lease/quarry applications shall be accepted without proof of full payment of such deficiency or a Letter-Commitment to pay such amount within thirty days from the date of filing of the Mineral Agreement Application. **Failure to present proof of full payment upon the filing of the Mineral Agreement application or within thirty days from filing of said Letter-Commitment shall result in the denial of the application, after which the area covered thereby shall be open for Mining Applications.** (Emphasis and underscoring supplied)

However, the CA failed to consider Section 8 of the same administrative order which, in cases when the holder of the mining claim is involved in a mining dispute/case, allowed the submission of the actual mineral agreement application thirty (30) days from the final resolution of the dispute/case. Section 8 reads:

> Section. 8. Claimants/Applicants Required to File Mineral Agreement Applications
>
> Only holders of mining claims and lease/quarry applications filed prior to the effectivity of the Act which are valid and existing as defined in Section 5 hereof who have not filed any Mineral Agreement Applications over areas covered by such mining claims and lease/quarry applications are required to file Mineral Agreement applications pursuant to Section 273 of the IRR on or before September 15, 1997; *Provided,* that **the holder of such a mining claim or lease/quarry application involved in a mining dispute/case shall instead file on or before said deadline a Letter of Intent to file the necessary Mineral Agreement application;** Provided, further, That if the mining claim or lease/quarry application is not determined to be invalid in the dispute/case, **the claimant or applicant shall have thirty (30) days from the final resolution of the dispute/case to file the necessary Mineral Agreement application;** *Provided, finally,* that failure by the claimant or applicant to file the necessary Mineral Agreement application within said thirty (30)-day period shall result in the abandonment of such claim or application, after which, any area covered by the same shall be opened for Mining Applications. (Emphasis and underscoring supplied)

These provisions could not be any clearer. In cases where a claim owner or lessee is involved in a mining dispute, it shall just submit a "Letter of Intent to file the necessary Mineral Agreement application." The *actual*

---

23 *Rollo*, p. 50.

mineral agreement application, however, should only be filed within thirty (30) days from the final resolution of the dispute of the case. Necessarily, therefore, and contrary to the CA ruling, the 30-day period within which to pay the occupational fees would only commence to run from the filing of the *actual* mineral agreement application, and not before.

Considering that the present case is the very mining dispute referred to in Section 8 of DENR DAO No. 97-07, then, contrary to the MAB and CA decisions, Asiga is correct in asserting that it has thirty (30) days from the finality of this decision to pay in full the occupational fees as required by Section 9 thereof.

Resultantly, the disputed parcel of land covered by respondent MMC's MPSA application which overlapped with Asiga's claim by about 1,661 hectares, and the parcel of land covered by respondent BMEC's MPSA application which overlapped by 214 hectares, should be excluded in the respondents' MPSA application. This is because the petitioner's mining claims are "valid and existing mining claims" as defined in Section 5(c) of DENR DAO No. 97-07,[24] and are therefore, as provided for in Section 19(c) of the Mining Act of 1995,[25] closed to other mining applications.

WHEREFORE, premises considered, the Decision of the Court of Appeals dated May 12, 2011, and the subsequent Resolution dated October 24, 2011 are hereby **REVERSED and SET ASIDE.** The Decision of the Panel of Arbitrators, Mines and Geosciences Bureau, Region 13 dated December 24, 1998 is hereby **REINSTATED.**

SO ORDERED.

ANDRES B. REYES, JR.
Associate Justice

---

[24] Sec. 5. Valid and Existing Mining Claims and Lease/Quarry Applications
For purposes of this Order, a mining claim shall be considered valid and existing if it has complied with the following requirements.
x x x x
c. For a mining claim located/filed under the provision of Commonwealth Act No. 137 and/or earlier laws, it must be covered by a timely and duly filed Application for Availment under Presidential Decree No. 463 as Amended, Application for Mining Lease, Application for Survey and Survey Returns (if Survey Order was issued).

[25] R.A. No. 7942 - Section 19. Areas Closed to Mining Applications
Mineral agreement or financial or technical assistance agreement applications shall not be allowed:
x x x x
c. In areas covered by valid and existing mining rights:

WE CONCUR:

ANTONIO T. CARPIO
Senior Associate Justice
Chairperson

DIOSDADO M. PERALTA
Associate Justice

ESTELA M. PERLAS-BERNABE
Associate Justice

ALFREDO BENJAMIN S. CAGUIOA
Associate Justice

ATTESTATION

I attest that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.

ANTONIO T. CARPIO
Senior Associate Justice
Chairperson

CERTIFICATION

Pursuant to Section 13, Article VIII of the Constitution, and the Chairperson's Attestation, I certify that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.

MARIA LOURDES P. A. SERENO
Chief Justice