

# CALAX Honored for Sustainability and Tourism in South Luzon

Cavite-Laguna Expressway (CALAX), a concession toll road operated by Metro Pacific Tollways South, was recently recognized with two prestigious awards at the Cavite Tourism Excellence Awards organized by the Provincial Government of Cavite and at the Green Awards by the Sta. Rosa City Government, for its significant contributions to both the tourism sector and environmental sustainability in South Luzon. >> P2



## Mahigit 900 Bacooreño, tinulungan ni Congw. Lani

Bacoor City, October 10, 2024 – Higit sa 900 na mga Bacooreño ang nakinabang sa isang programa ng tulong pinansyal at medikal na inorganisa ng tanggapan ni Congresswoman Lani Mercado Revilla sa Strike Gymnasium.

Layunin ng programa na makatulong sa mga mamamayang nangangailangan ng karagdagang suporta, lalo na sa panahon ng krisis. Pinaigting nito ang >> P2

### Ligtas Undas 2024: Safety Plan Unveiled

Bacoor City, October 17, 2024 – The City Government of Bacoor, led by Mayor Strike B. Revilla, held a meeting today to plan for a safe and orderly Undas 2024 celebration. The meeting, organized by the City Environment Services Department (CESD) headed by Mr. Rolie Vocalan, gathered key stakeholders to discuss and finalize plans for “Ligtas Undas 2024.”

Attendees included LnB Vice President Randy Francisco, department and unit heads, representatives >> P2

## Cavite Hosts 2024 RSTIW: Advancing Green Economy and Smart Education



The 2024 Regional Science, Technology, and Innovation Week (RSTIW), held from October 14-16 at the Carmona Community Center, City of Carmona, showcased scientific breakthroughs and innovations with a focus on building a sustainable future. The event with the theme “Siyensya, Teknolohiya at Inobasyon: Kabalik at Matatag, Maginhawa at Panatag na Kinabukasan, Providing Solutions and Opening Opportunities in the Green Economy,” was organized by DOST- >> P2

## Coop Month Celebration Kicks-off



The STRIKE Gymnasium in the City of Bacoor was filled with the energy of cooperative members from across the province of Cavite, as they gathered for the much-anticipated Cooperative Month celebration opening salvo on October 11, 2024. Organized by the Office of the Provincial Cooperative Development Officer (OPCDO), the event brought together cooperatives from various >> P2

### Sitio Wawa Fire Victims Receive Aid from Mayor Strike Revilla

Bacoor City – Nagbigay ng financial assistance ang City Government of Bacoor, sa pangunguna ni Mayor Strike B. Revilla, sa mga residente na nangangailangan ng tulong medikal, para sa libing, at iba pa. Kasabay nito, nagbigay rin ng tulong sa mga nasunugan sa pamamagitan ng DSWD. Ang programa ay pinatupad sa pakikipagtulungan ng City Social Welfare and Development (CSWD) at Department of Social Welfare and Development (DSWD).

Naganap ang pamamahagi ng tulong sa Revilla Hall, at dinaluhan ito ng mga sumusunod na opisyal: Mayor Strike B. Revilla, Coun. Rey Palabrica, Coun. Levy Tela, at >> P4

## Kabahaging BUHAY: Kabitenyo Bayanihan, Handog Gintong Buhay



The Office of the Provincial Health Officer organized the Post World Organ Donation Day event, themed “Kabahaging BUHAY: Kabitenyo Bayanihan, Handog Gintong Buhay,” on October 16, 2024 at the Cavite Collaboration Center for Public Health, organized by the Office of the Provincial Health Officer. The event was a beacon of >> P4



# Coop Month Celebration << P1

cities and municipalities in the province to celebrate unity and collaboration. Prominent local and national

leaders graced the occasion, including Senator Francis Tolentino, Bacoor City Mayor Strike Revilla, Vice Mayor

Rowena Mendiola Bautista, 7th District Board Member Francisco Gabriel "Abeng" Remulla, 2nd District Board

Member Ram Revilla, and 2nd District Representative Lani Mercado-Revilla. Key figures in the cooperative

# Cavite hosts 2024 RSTIW << P1

Calabarzon, through the Provincial Science and Technology Office - Cavite headed by Provincial Director Gilda De Jesus. It featured exhibits, forums, and activities aimed at promoting environmental sustainability and economic growth.

A significant highlight of the event was the launching of the 21st Century Learning Environment Model (CLEM) Classroom at Angelo L. Loyola Senior High School (ALLSHS) in Carmona. The innovative initiative, led by DOST-Calabarzon in collaboration with local government units, is designed to enhance student learning by incorporating cutting-edge technologies and teaching practices, equipping learners with the skills needed for a sustainable economy. Carmona Mayor

Dahlia A. Loyola also praised the CLEM Classroom, noting its relevance to modern educational demands. The project aligns with the city's vision of becoming a smart city through the Science for Smart Cities Program (SSCP), which encompasses governance, infrastructure, and education. DOST-Calabarzon Regional Director Emelita Bagsit highlighted Carmona's ambitious goal to evolve into Carmona International City, a move supported by the integration of smart technologies.

DOST Undersecretary Maridon Sahagun lauded the CLEM initiative as a key step in enhancing student engagement and collaboration, while DOST Undersecretary Dr. Teodoro Gatchalian outlined the five core goals of CLEM:

bridging technological gaps, promoting STEM education, fostering 21st-century skills, improving teaching and learning, and boosting student outcomes.

The event also featured the turnover of the Science, Technology, and Innovation (STI) Plan and Smart City Roadmap to local officials, a vital step toward realizing Carmona's smart city vision. Other significant moments included the handover of the DOSTruck to LGU-Magallanes, recognition of BATUFA for securing FDA-LTO certification, and the signing of Memorandum of Agreement (MOA) for projects such as the Natural Textile Fiber Innovation Hub and the Silkworm and Textile Waste Upcycling initiative.

Likewise, the inauguration of the Metals and Engineering Innovation Center underscored DOST's commitment to advancing green and smart technologies, further highlighting the role of science, technology, and innovation in fostering resilient and forward-thinking communities across the region.

In addition to the focus on education, RSTIW also hosted a Forum on Sustainable AI Innovations

towards the Green Economy. The forum discussed pivotal topics such as the Role of AI in Promoting Green Innovation and Emerging Trends and Opportunities to Accelerate Business Growth. The discussions brought together experts to share best practices on how businesses can leverage AI to promote sustainability and efficiency. The use of AI to optimize energy use, reduce carbon footprints, and streamline business operations was among the solutions highlighted.

The forum also explored how AI technologies are transforming industries, driving economic growth while reducing environmental impact. Participants engaged in knowledge-sharing sessions, where best practices were exchanged on how AI could be utilized in various business sectors to accelerate the transition to a greener economy.

This year's RSTIW not only showcased technological advancements but also laid the foundation for sustainable education and smart city initiatives, aligning with the region's pursuit of a greener, more prosperous future.--- OPIO

movement also attended, notably Dr. Jose R. Domingo, Jr., Chairperson of the Cavite Provincial Cooperative Development Council (PCDC), Mr. Jose Arnel S. Castillo, Cooperative Development Specialist II, Cooperative Development Authority Region IV-A Director Salvador V. Valeroso, and, Mr. Rodrigo M. Camia, Chairman Emeritus, Cavite PCDC.

Mr. Alvin S. Mojica, head of the OPCDO, expressed his heartfelt gratitude for the unwavering support and active participation of all the cooperative members. He emphasized the crucial role that cooperatives play in driving local economic development, empowering communities, and fostering inclusivity across Cavite.

Adding to the event's excitement is the Trade Fair and Exhibits showcasing a wide array of local products from various Cavite cooperatives. The exhibits are evidence of the entrepreneurial spirit of Caviteños, offering everything from handmade

crafts and local delicacies to agricultural products, emphasizing the economic potential and creativity of the province.

The program was a vibrant showcase of cooperative spirit, with performances from the "Coop Talent" segment, where members shared their musical skills, proving that cooperatives know more than just business but they also know how to entertain. The Cooperative dancing competition added to the festivity, further displaying the diverse talents and unity of the cooperative community.

Capping off the event, a raffle was held, with participants excitedly awaiting their turn to win prizes, bringing a joyful close to the gathering.

The successful opening salvo marks the beginning of a series of activities designed to strengthen and expand the cooperative movement in Cavite, paving the way for greater collaboration and progress in the months ahead.

# Mahigit 900 << P1

commitment ng tanggapan ni Congresswoman Revilla sa pagtulong sa mga Bacooreño na makalabas sa mga mahirap na sitwasyon at masiguro ang kanilang kabutihan.

Nagbigay ng mensahe ng pag-asa at suporta si Congresswoman Revilla, kasama sina Vice Mayor Rowena Bautista Mendiola, mga Konsehal mula sa District 1 at 2, Kuya Noli

Galvez, Pastor Mike Bautista, Kap Eric Ugalde, at Kap Odoy Brillantes. Sa pamamagitan ng programa, naipakita ang malasakit at pagkakaisa ng Lungsod ng Bacoor sa pagtulong sa mga mamamayan nito, na nagpapatunay ng dedikasyon ng tanggapan ni Congresswoman Revilla sa pag-aalaga at pagsuporta sa mga nangangailangan.

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# Ligtas Undas 2024 << P1

from the Philippine National Police (PNP), Bureau of Jail Management and Penology (BJMP), Bureau of Transportation Management and Development (BTMD), Bureau of Fire Protection

(BFP), barangay captains and officials with cemeteries under their jurisdiction, and representatives from 11 private and public cemeteries within Bacoor.

The meeting addressed

various concerns, including traffic management, crowd control, security measures, and disaster preparedness. Mayor Revilla stressed the importance of coordination and collaboration among

participating agencies and individuals to ensure the safety and well-being of all visitors to the cemeteries during the observance of All Saints' Day and All Souls' Day.

# CALAX honored for << P1

The Cavite Tourism Excellence Awards, a platform designed to recognize organizations that support the tourism industry in the province of Cavite, honored CALAX with a plaque of appreciation that highlights the company's role as a long-term partner in promoting tourism in the region.

This is embodied in their tourism advocacy program known as Biyaheng South. Its recently launched Cavite Tourism Passport is a creative initiative that encourages travelers to explore various tourist destinations within the region.

By offering a passport-like booklet, participants can collect stamps from different partner tourist spots and establishments as they travel across Cavite, adding a sense of adventure and accomplishment to their journey. The success of this project contributes to regional economic growth, helping boost the hidden gems and cultural landmarks

in the province.

In addition, CALAX was also recognized as a Sustainable Development Partner at the Green Awards, where the Sta. Rosa City Government honored organizations and individuals who have made impactful contributions to environmental conservation efforts.

CALAX's commitment to sustainability is reflected in the expressway itself. Dubbed the green expressway, it incorporates renewable energy and a nature-integrated design, demonstrating how CALAX is actively reducing its carbon footprint while enhancing the driving experience for motorists.

This award also acknowledges the organization's outstanding commitment to environmental conservation through various corporate social responsibility (CSR) efforts such as the Linis Barangay campaign, various tree planting activities, and CALAX's active participation

in the annual International Coastal Cleanup.

"It is an honor to be recognized for our contributions to both tourism and environmental sustainability in South Luzon. We recognize that our responsibility extends beyond mobility—it's about creating a gateway to new opportunities and a better future for the communities we serve," stated Arlette V. Capistrano, Vice President for Communication and Stakeholder Management of MPT South.

These dual recognitions emphasize CALAX's dedication to sustainability

and its commitment to supporting tourism for the growth of the region. It affirms the company's dedication to building a more sustainable and connected future for South Luzon.

CALAX is a toll road concession of Metro Pacific Tollways Corporation. MPTC's domestic portfolio includes the concessions for the Manila-Cavite Expressway (CAVITEX), North Luzon Expressway (NLEX), the NLEX Connector Road, the Subic-Clark-Tarlac Expressway (SCTEX), and the Cebu-Cordova Link Expressway (CCLEX) in Cebu.

ERRATUM

In the Notice of Extra-Judicial Sale, Foreclosure Case No. F-975-24 filed by Home Development Mutual Fund (otherwise known as PAG-IBIG Fund) versus Cristopher N. Nobleza published in Southern Tagalog Herald Cavite on September 29, October 6 and 13, 2024, correction in the header and technical description should be made as follows: "HOME DEVELOPMENT MUTUAL FUND (otherwise known as Pag-IBIG Fund)" and "... being a portion of the cons. of Lots 2847-B, 2847-C..." and not what was published. Please be guided accordingly.

Southern Tagalog Herald Cavite

October 27, 2024



REPUBLIC OF THE PHILIPPINES  
REGIONAL TRIAL COURT  
FOURTH JUDICIAL REGION  
Branch 122  
IMUS CITY, CAVITE  
rtc1imu122@judiciary.gov.ph

PHOENIX READY MIX CONCRETE  
DEVELOPMENT & CONSTRUCTION, INC.,  
Plaintiff,

CIVIL CASE No. 6752-18  
For: SUM OF MONEY

-versus-

ONE MEGA BUILDERS CONSTRUCTION  
CORPORATION,  
Defendant.

X-----X

JUDGMENT

This case arose out of the Complaint filed by Phoenix Ready Mix Concrete Development and Construction, Incorporated, for collection of sum of money, seeking the judgment be rendered directing defendant One Mega Builders Construction Corporation to pay the following: Nine Hundred Forty Seven Thousand Five Hundred Sixty Pesos and Ninety Centavos (Php 947,560.90), representing the total outstanding obligation for the purchases, as of 16 February 2017, and interest of eighteen percent (18%) *per annum*, as stipulated in the Contract Proposal and Agreement, from 20 April 2016 until full payment; twenty-five percent (25%) of the total amount due, as attorney’s fees, and appearance fee of Three Thousand Pesos (Php3,000.00), for every hearing attended by counsel, and; cost of suit.

It was originally assigned to the Regional Trial Court of Imus City, Cavite Branch 20, but pursuant to Administrative Order Number 180-2019, dated 2 September 2019, it was re-assigned to this court. The case was initially dismissed, for failure to prosecute.

With the plaintiff’s filing of its Motion for Reconsideration of the Order, dated 12 November 2019 with Motion for Leave of Court to serve Summons by publication, the dismissal of the case was set aside and leave was granted to serve summons on defendant, by publication.

The case was subsequently dismissed, upon plaintiff’s noncompliance with the Order, dated 22 June 2022. The dismissal was set aside, with the plaintiff’s filing of the *Omnibus Motion With Sincerest Apologies*.

Upon plaintiff’s presentation of proof of compliance with the requirements of the service of summons by publication, and upon its motion, the defendant was declared in default and plaintiff was allowed to present its evidence.

The plaintiff presented its witnesses Michael Nolasco and Pepito C. Taas, Jr.

Michael Nolasco testified through his *Judicial Affidavit*, dated 13 October 2023 and in court.

He identified himself, as the marketing sales representative, and authorized representative of the plaintiff, for the purpose of the herein case, as shown by the Secretary’s Certificate, dated 5 October 2017. He declared that the plaintiff is a corporation registered under the Securities and Exchange Commission, as shown by the corresponding Certificate of Incorporation, dated 19 September 2000 and Articles of Incorporation, dated 18 August 2000. He further declared that the defendant One Mega Builders Construction Corporation is a corporation registered under the Securities and Exchange Commission, as shown by the Certificate of Incorporation, dated 6 December 2010, and Articles of Incorporation, dated 28 October 2010.

The defendant through its owner/president Ma. Czarina Lagman, entered into Contract Proposals and Agreement Nos. 10542 and 10636 dated 17 March 2016 and 23 April 2016, respectively, for plaintiff to supply it with various quantities of ready mix concrete cements. Pursuant to the said contracts, plaintiff sold and delivered to the defendant, various quantities of ready mixed concrete cement, as shown by the following:

- 1. Sales Invoice No. 62914 and corresponding Delivery Receipt nos. 302142, 302148, 3102136, 302127 302121,302112, 302108, 302107, 302105 302103, 302102, 301996 301995 301994, 301993, 301992, 301991, 301990, 301989 301988 301987 301986 3011982, 301978 301977 301976 301975 301974, 301973 301972, 301970, all dated 22 March 2016;
- 2. Sales Invoice No. 63320 and corresponding Delivery Receipt nos. 304093 304087, 304086, 304080, 304075, 304072, 304068 304067 304061 304060 304059 304056 304051 304050 304049 304044 304043 304041 304040 304037 304036 304026 304025 and 304024, all dated 20 April 2016;
- 3. Sales Invoice No. 63372 and corresponding Delivery Receipt No. 304351, both dated 23 April 2016;
- 4. Billing statement numbers 1486 and 1575, dated 22 March 2016 and 20 April 2016.

Nolasco subsequently identified the signatures of the defendant’s representative Kim Orbase in the delivery receipts, sales invoices and billing statements. He also identified the signatures of plaintiff’s employees/dispatchers Alvin Alvarez, Anel Vilan and Tzaddi Valdellon, and defendant’s employees Engr. J. Pacios, Aizalyn Ubaldo and Maurice Jade Paragos, on the delivery receipts.

Defendant thereafter failed to pay for cements it purchased, and plaintiffs counsel served it with the final demand letter, dated 21 February 2017, seeking the settlement of its obligations, which amounted to Php 947,560.90, as shown by the Statement of Account, as of 16 February 2017. Defendant refused to comply with the said demand, resulting in the filing of the hearing case.

Nolasco added that he dealt with the plaintiff’s clients, once they give the purchase order, and he monitored the deliveries. In defendant’s case, he dealt with its project manager on site and its purchasing manager Kim Orbase in the office. He accompanied the deliveries made and the Delivery Receipts were signed by the defendant’s staff. The sales invoices were received at the Accounting Department of the defendant’s office. The plaintiff’s accounting head subsequently took custody of the signed delivery receipts and signed sales invoices.

On clarificatory questioning, Nolasco stated that the sales invoices are prepared, two to three days after each delivery.

The plaintiff’s next witness Pepito C. Taas, Jr., testified through his Judicial Affidavit, and in court.

In his testimony, he identified himself as part of the accounting

staff of plaintiff’s counsel Corpuz Ejercito Macasaet Rivera & Corpuz Law Offices, and he is familiar with plaintiff, since he has encountered its account while reviewing billing statements and monitoring payments, in the course of performance of his duties at said law office. He stated that pursuant to the Engagement Fee Agreement, dated 18 June 2009, the plaintiff has incurred costs and expenses for the legal services rendered by their law office pursuant to this case, as shown by the Statement of Account for the Unpaid Services, as of 11 March 2024, in the total amount of Php 8,565.00, in unpaid expenses and Statement of Account for the Paid Services, in the total amount of Php 32,923.50, as shown by Official Receipt No. 0010480.

The documentary evidence of the plaintiff are, as follows:

- 1. Exhibit “A”- Certificate of Incorporation of Phoenix Ready Mix concrete Development & Construction, Inc.;
- 2. Exhibit “A-1”- Articles of Incorporation of Phoenix Ready Mix Concrete Development & Construction, Inc.;
- 3. Exhibit “B”- Certificate of Incorporation of Onemega Builders Corporation
- 4. Exhibit “B-1” Article of Incorporation of One Mega Construction Corp.;
- 5. Exhibit “C” and submarkings - Contract Proposal and Agreement Contract no. 10542, dated 17 March 2016;
- 6. Exhibit “D” and submarkings - Contract Proposal and Agreement Contract No. 10636, dated 23 April 2016;
- 7. Exhibit “E”- Sales Invoice No. 62914;
- 8. Exhibit “E-1”- Delivery Receipt No.302142;
- 9. Exhibit “E-2” - Delivery Receipt No.302148;
- 10.Exhibit “E-3”- Delivery Receipt No.302136;
- 11.Exhibit “E-4”- Delivery Receipt No. 302127;
- 12.Exhibit “E-5”- Delivery Receipt No.302121;
- 13.Exhibit “E-6”- Delivery Receipt No.302112;
- 14.Exhibit “E-7”- Delivery Receipt No.302108;
- 15.Exhibit “E-8”- Delivery Receipt No.302107;
- 16.Exhibit “E-9”- Delivery Receipt No. 302105;
- 17.Exhibit “E-10” - Delivery Receipt No. 302103;
- 18.Exhibit “E-11” - Delivery Receipt No. 302102;
- 19.Exhibit “E-12” - Delivery Receipt No.301996;
- 20.Exhibit “E-13”- Delivery Receipt No.301994;
- 21.Exhibit “E-14” - Delivery Receipt No.301995;
- 22.Exhibit “E-15”- Delivery Receipt No. 301992;
- 23.Exhibit “E-16”- Delivery Receipt No. 301993;
- 24.Exhibit “E-17”- Delivery Receipt No. 301990;
- 25.Exhibit “E-18”- Delivery Receipt No. 301991;
- 26.Exhibit “E-19”- Delivery Receipt No. 301988;
- 27.Exhibit “E-20”- Delivery Receipt No.301989;
- 28.Exhibit “E-21”- Delivery Receipt No. 301986;
- 29.Exhibit “E-22”- Delivery Receipt No.301987;
- 30.Exhibit “E-23”- Delivery Receipt No. 301978;
- 31.Exhibit “E-24”- Delivery Receipt No.301982;
- 32.Exhibit “E-25”- Delivery Receipt No. 301976;
- 33.Exhibit “E-26”- Delivery Receipt No.301977;
- 34.Exhibit “E-27”- Delivery Receipt No. 301974;
- 35.Exhibit “E-28”- Delivery Receipt No.301975;
- 36.Exhibit “E-29”- Delivery Receipt No. 301973;
- 37.Exhibit “E-30”- Delivery Receipt No. 301972;
- 38.Exhibit “E-31”- Delivery Receipt No.301970;
- 39.Exhibit “F”- Sales Invoice No. 63320;
- 40.Exhibit “F-1”- Delivery Receipt No.304087;
- 41.Exhibit “F-2”- Delivery Receipt No.304093;
- 42.Exhibit “F-3”- Delivery Receipt No.304080;
- 43.Exhibit “F-4”- Delivery Receipt No.304086;
- 44.Exhibit “F-5”- Delivery Receipt No. 304072;
- 45.Exhibit “F-6”- Delivery Receipt No.304075;
- 46.Exhibit “F-7”- Delivery Receipt No. 304067;
- 47.Exhibit “F-8”- Delivery Receipt No. 304068;
- 48.Exhibit “F-9”- Delivery Receipt No. 304060;
- 49.Exhibit “F-10”- Delivery Receipt No. 304061;
- 50.Exhibit “F-11”- Delivery Receipt No. 304056;
- 51.Exhibit “F-12”- Delivery Receipt No. 304059;
- 52.Exhibit “F-13”- Delivery Receipt No. 304050;
- 53.Exhibit “F-14”-Delivery Receipt No. 304051;
- 54.Exhibit “F-15”-Delivery Receipt No.304044;
- 55.Exhibit “F-16”-Delivery Receipt No.304049;
- 56.Exhibit “F-17”- Delivery Receipt No. 304041;
- 57.Exhibit “F-18”- Delivery Receipt No.304043;
- 58.Exhibit “F-19”- Delivery Receipt No.304037;
- 59.Exhibit “F-20”- Delivery Receipt No.304040;
- 60.Exhibit “F-21”- Delivery Receipt No. 304026;
- 61.Exhibit “F-22”- Delivery Receipt No. 304036;
- 62.Exhibit “F-23”- Delivery Receipt No.304024;
- 63. Exhibit “F-24”- Delivery Receipt No.304025;
- 64.Exhibit “G”- Sales Invoice No.63372;
- 65.Exhibit “G-1” - Delivery Receipt No. 304351;
- 66.Exhibit “H”- Billing Statement No. 1486, dated 22 March 2016;
- 67.Exhibit “I”- Billing Statement No.1575, dated 20 April 2016;
- 68.Exhibit “J”- Demand Letter, dated 21 February 2017;
- 69.Exhibit “K” - Statement of Account as of 16 February 2016;
- 70.Exhibit “L”- Secretary’s Certificate, dated 5 October 2017;
- 71.Exhibit “N”- Judicial Affidavit of Michael Nolasco;
- 72.Exhibit “O”- Identification Card of Pepito C. Taas, Jr.;
- 73.Exhibits “P” and “P-1”- Engagement Fee Agreement, dated 18 June 2009(provisional);
- 74.Exhibit “Q”- Statement of Account, dated 11 March 2024;
- 75.Exhibit “R”- Statement of Account, dated 11 March 2024;
- 76.Exhibit “S”- Official Receipt No. 0010480, dated 29 January 2024, and;
- 77.Exhibit “U”- Judicial Affidavit of Pepito C. Taas, Jr.;

The sole issue for resolution is whether the defendant is liable to pay plaintiff, the following: Nine Hundred Forty Seven Thousand Five Hundred Sixty Pesos and Ninety Centavos (Php 947,560.90), as the total outstanding obligation for the purchases, as of 16 February 2017; interest of 18% *per annum* on the amount, from 20 April 2016 until full payment; 25% of the total amount due, as attorney’s fees, and appearance fee of Three Thousand Pesos (Php3,000.00), for every hearing attended by counsel, and; cost of suit.

The rights and obligations of the parties herein shall be determined by the contract/s that they executed between them. Jurisprudence has decreed, thus:

It is well-established that a contract is the law between the parties. Obligations arising from contracts have the force of law between the contracting parties and should be complied with in good faith. “Unless the stipulations in a contract are contrary to law, morals, good customs, public order, or public policy, the same are binding as between the parties.” From the moment the contract is perfected, the parties are bound not only to the fulfillment of its stipulations, but also the consequences which, according to their nature, may be in keeping with good faith, usage, and law.

The parties executed Contract Proposal and Agreement Contract

Nos. 10542 and 10636, dated 17 March 2016 and 23 April 2016, respectively. Pursuant to the said agreement, the plaintiff undertook to supply all labor materials and equipment supervision, for the work described, in the said contracts, to the defendant.

Based on the Statement of Account, as of February 16, 2017, the defendant has outstanding obligations for nonpayment of the following: Php 615,600.00, under Sales Invoice No. 63320; Php 30,780.00, under Billing Statement No. 1575, and; Php16,250.00, under Sales Invoice No. 63372, or all in the total amount of Php662,630.00.

The proof of receipt of the items and service were shown by the signatures of employees of both plaintiff and defendant, on the corresponding Delivery Receipts, Sales Invoices and Billing Statement. Defendant’s receipt of the demand letter, on 23 February 2017, was shown by the signature of its authorized representative Adrian Forfeida.

Hence, the plaintiff sufficiently established that it is entitled to the payment of the value of the goods and services delivered, in the total amount of Php 662,630.00. In *Isia v. Estorga*, the Supreme Court gave the following discussion on monetary interest and compensatory interest, thus Case law states that there are two (2) types of interest, namely, monetary interest and compensatory interest. Monetary interest is the compensation fixed by the parties for the use or forbearance of money. On the other hand, compensatory interest is that imposed by law or by the courts as penalty or indemnity for damages. Accordingly, the right to recover interest arises only either by virtue of a contract (monetary interest) or as damages for delay or failure to pay the principal loan on which the interest is demanded (compensatory interest).

In the herein case, the submitted copies of the contracts between the parties, failed to reflect the provision on the imposition of the monetary interest. However, said contracts were supplemented by Sales Invoices, containing the following common provision:

TERMS: All sales other than Cash or C.O.D. are understood to be payable upon presentation of invoice, and or not later than ten (10) days after date of invoice, unless otherwise agreed upon. Interest of 12% *per annum* is to be charged on all overdue accounts. An additional sum equal to 25% of the amount will be charged by the Vendor for Attorney’s fees and cost of collection in case of suit.”

The Billing Statement, on the other hand, contained the following common provision, thus: Interest annum is to be charged on all accounts overdue plus 25% of said amount for Attorney’s fees and cost of collection in case of suit. xxx

Under the Sales Invoices and Billing Statements, an interest of 12 % *per annum* shall thus, be charged on all overdue accounts and it is considered the monetary interest for which defendant is liable, in contemplation of the abovecited jurisprudence.

As previously discussed, the grant of compensatory interest is also mandated by law, thus:

In addition, not only the principal amount but also the monetary interest due to respondent as discussed above shall itself earn compensatory interest at the legal rate, pursuant to Article 2212 of the Civil Code, which states that “[i]nterest due shall earn legal interest from the time it is judicially demanded, although the obligation may be silent upon this point.” To be sure, Article 2212 contemplates the presence of stipulated or conventional interest, i.e., monetary interest, which has accrued when demand was ***judicially*** made. In cases where no monetary interest had been stipulated by the parties, no accrued monetary interest could further earn compensatory interest upon judicial demand. Thus, the principal amount and monetary interest due to respondent shall earn compensatory interest of twelve percent (12%) *per annum* from judicial demand, i.e., the date of the filing of the complaint on July 24, 2007, to June 30, 2013, and thereafter, at the rate of six percent (6%) *per annum* from July 1, 2013 until fully paid.

Hence, plaintiff is entitled to compensatory interest of 6 % *per annum*, from the judicial demand or from the filing of the complaint in court, on 28 February 2018.

It appearing that the under the abovequoted provisions of the Sales Invoice and Billing Statements, attorney’s fees and costs of suit equivalent to 25 % of the unpaid amount shall be paid, then defendant is additionally liable for such fees, pursuant to Article 2208 of the Civil Code.

Wherefore, premises considered, Judgment is hereby rendered GRANTING the Complaint, and defendant One Mega Builders Construction Corporation is **ORDERED** to pay plaintiff Phoenix Ready Mix Concrete Development & Construction, Inc., the following:

- (a) Six Hundred Sixty-Two Thousand Six Hundred Thirty Pesos (Php 662,630.00), representing the unpaid obligation;
- (b) Monetary interest at the rate of twelve percent (12%) *per annum*, from the date of extrajudicial demand made on 23 February 2017, until fully paid;
- (c) Compensatory interest on the monetary interest as stated in letter (b) at the rate of six percent (6%) *per annum* from judicial demand or the date of filing of this Complaint, on 28 February 2018, until fully paid; and
- (d) Legal interest at the rate of six percent (6%) *per annum* imposed on the sums due in letters (a), (b), and (c) from finality of this Judgment, until full payment.

Let this Judgment be published twice, for two (2) consecutive weeks, in a newspaper of general circulation, as may be chosen by raffle, pursuant to Rule 13, Section 13 of the Rules of Court.

**SO ORDERED.**  
**5 August 2024**, Imus City, Cavite,

**LEA D. LLAVORE**  
Presiding Judge

Copy furnished:

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Plaintiff  
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**One Mega Builders Construction Corporation**  
108-A Road 1 Bagong Pag-asa, Quezon City

Southern Tagalog Herald Cavite  
October 20 & 27, 2024







# Concio gains share of lead in Asian Juniors chess

By Jean Malanum

Filipino International Master (IM) Michael Concio Jr. defeated FIDE Master (FM) Arjun Adireddy of India to gain a share of the lead in the sixth round of the 2024 Asian Juniors and Girls Chess Championships at the Knights Templar Hotel in Tagaytay City, Cavite on Thursday.

Concio, who reached the World Chess Cup in 2021 after placing second to compatriot Grandmaster (GM) Daniel Quizon in the Asian Zonals the World Chess Cup in 2021, prevailed after 32 moves of the Ruy Lopez.

With four wins in six games, Concio has five points to join top seed GM Aleksey Grebnev of Russia, and No. 7 IM Munkhdaalai Amilal of Mongolia on top of the standings.

His two draws were against Grebnev and No. 4 IM Artem Uskov, also from Russia.

Grebnev beat Uskov after 51 moves of the Catalan, while Amilal conquered Candidate Master (CM) Yash Bharadia of India in 40 moves of the Sicilian.

Uskov is in solo second with 4.5 points, followed by No. 3 IM S. Aswath of India, Concio's seventh-round opponents, and No. 12 Filipino FM Gian Karlo Arca with four points.

Aswath prevailed over David Sean Romualdez of the Philippines, while Arca settled for a draw with compatriot Andrei Ainsley Dolerosa.

In the girls' division, defending champion and top seed WIM G. Tejawisni of India outplayed unbeaten



International Master Manuel Concio Jr. (File photo)

WIM Anna Shukhman of Russia.

Despite the loss, Shukhman kept the lead with five points.

Tejaswinji is second with 4.5 points in a tie with her compatriot, No. 6 H. Sneha, who trounced ACM Ainul Afif Mohd of Malaysia.

WFM Kristina Popan-dopalu of Kazakhstan defeated WFM V. Rindhiya of In-

dia for joint third with Mohd at four points.

In other results, World Youth Championship-bound Jemaiah Yap Mendoza upset No. 7 WFM Gupta Shubi of India; Arleah Cassandra Sapuan beat Pin-I Chen of Taipei; Apple Rubin downed Natalia Gu of HongKong; and Elle Castronuevo drew with Lu Jie Xin of Taipei. (PNA)

# Boosting Bailen: Cavite's Health Mission Kicks Off

The Provincial Government of Cavite under the leadership of Governor Athena Bryana D. Tolentino, once again demonstrated its dedication to community health by delivering vital medical and dental services to the residents of Brgy. Kaypaaba, General Emilio Aguinaldo, on October 15, 2024. In an inspiring display of care, 311 individuals benefitted from the free services – 268 received medical consultations and check-ups, while 43 patients underwent dental extractions.

The mission also offered free haircuts, distributed essential medicines, and provided denture services, creating a truly holistic wellness experience for the community. The successful mission



was made possible through the collaboration of the Office of the Provincial Governor (OPG) medical mission team led by Ms. Sonia M. Santiago, alongside the Office of the Provincial Health Officer, Tagaytay City Vice Mayor, Dr. Agnes Tolentino graced the event, sparking enthusiasm and inspiration

among the organizers and volunteers.

The combined efforts of Ms. Mylene D. Quiacos, President of the Kaypaaba Women's Association, and Brgy. Chairman Gilbert Quiacos, supported by the hard-working barangay health workers (BHWs) and expert medical professionals

from the Provincial Health Office (PHO), ensured everything ran smoothly.

This initiative reaffirms the Provincial Government's steadfast commitment to uplifting public health and extending essential services to even the most underserved communities in Cavite.

# SSS, Carmona, and GMA Cavite Ink MOA for Coverage and E-Center Programs

By Roselle R. Aquino

Carmona City - The Social Security System- Carmona Branch entered into a Memorandum of Agreement with the local government units of City of Carmona and

General Mariano Alvarez, Cavite on October 22, 2024 for the "SSS KaSSSangga Sa Coverage Program" and "E-Center Program" which held at Carmona Community Center, Carmona City Cavite. The event has been attended by SSS top executive officials such as Atty. Voltaire P. Agas, Executive Vice President of Branch Operations Sector, Atty. Antonio S. Argabioso, Senior Vice President of Luzon Operations Group, and Engr. Edwin S. Igharas, Vice President of Luzon South I Division. Also present in this event are Atty. Roy M. Loyola, Representative of 5th District of Cavite, Mayor Dahlia A. Loyola of City of Carmona, and Mayor Maricel E. Torres of GMA, Cavite, with the presence as well of 14 Barangay Chairperson of City of Carmona and 27 Barangay Chairperson of GMA, Cavite.

Under the agreement for KaSSSangga Sa Coverage

Program, JOW and COS workers of both city and municipality government, as well as the Barangay workers will be having access to SSS coverage by becoming self-employed members thus entitled to various SSS benefits in times of contingencies such as sickness, maternity, disability, retirement, funeral, and death, as well as to qualify for SSS loan programs like salary and calamity loans. Moreover, they would also get additional benefits from the Employees' Compensation (EC) Program for work-related sickness, injuries, and death. The program will ensure the social security coverage of about 773 job order (JO) /casuals workers and at least 410 barangay workers from the said city and municipality.

The "E-Center Program", is also another program that has been entered into MOA simultaneously with the KaSSSangga Sa Coverage Program, which aim to bring the SSS services closer to the people at their very own barangay or municipality.

# NCCP Churches Back ICC Probe on Extrajudicial Killings

The National Council of Churches in the Philippines (NCCP) strongly condemned after the former general manager of the Philippine Charity Sweepstakes Office (PCSO) and retired Police Colonel, Royina Marzan Garma, revealed the alleged mastermind of the killing of the drug lords, and the others, is former president Rodrigo Duterte. Garma revealed the policy on the "reward system" for the War on Drugs campaigns of the Philippines that killed thousands of people allegedly involved in pushing and selling illegal drugs that destroy human lives.

In the operation of the Philippine National Police (PNP) there are innocent people who are affected, and some of them are minors (menor de edad) who died because of "Operation Tokhang" thus becoming Extra-Judicial Killings (EJK's).

The NCCP with various religious members who are church affiliated publicly expressed concern, in relation to what former PCSO chief and police colonel Garma revealed in the hearing of the House Quad Committee involving the former administration in EJK's in OPLAN Tokhang

In the hearing of the House quad committee, Garma revealed that there is a reward system that will reach P20,000 to P1 million for policemen who kill a suspect who is a "drug personality" due to illegal drug activity. The pursuit of the operation includes the involved "drug suspects" that they can kill depending on the level, there is also a reward during the war on drugs operation throughout the country.

The NCCP is dismayed at the issue of killings during the war on drugs campaigns, so they fully support and hope that the International Criminal Court (ICC) will be allowed to intervene to investigate and hold accountable those responsible involved in the drug war EJKs so that the victims can get justice.

The NCCP statement, "Considering the extensive scope of Colonel Garma's revelations, which includes the fact that perpetrators continue to hold significant influential positions within government and the system and connections in place, the National Council of Churches in the Philippines supports the call to permit the International Criminal Court (ICC) to undertake its investigation in the Philippines."

The prayer of the whole church is that the government will notice and give justice to the victims and families of extrajudicial killings due to the country's war on drugs. The NCCP further urged the lawmakers to investigate the loopholes in the laws that those in power in the government continue to use to justify the alleged syndicated killings in Operation Tokhang.

May no one use power to oppress the poor, but help and give a chance to the desired justice of every family for the victims of extrajudicial killings under the war on drugs campaign. (Joseph Elias Bontogon)



**PUBLIC TALKS**  
by Joseph Elias Bontogon

# Provincial Government of Cavite conducts successful medical mission

In a continued effort to provide essential healthcare services to Caviteños, the Provincial Government of Cavite, under the leadership of Governor Athena Bryana D. Tolentino, successfully conducted a Medical Mission in Barangay Talipusngo, Maragondon on October 16, 2024, benefiting 275 patients. The initiative was made possible in collaboration with Board Member Reyniel A. Ambion of the 8th District of Cavite.

During the mission, patients received free medical check-ups, medicines, and vitamins. The medical team, led by Dr. Ryan Riben L. Gamarcha, Dr. Dann Keneth S. Amparo, and Dr. Isagani Beau R. Rodriguez from the Office of the Provincial Health Officer, ensured that patients were well taken care of and received necessary health consultations.

This medical mission is part of the provincial government's ongoing commitment to improving healthcare access and promoting the well-being of Caviteños. - OPIO





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# New MTP South Roads to Aid Cavite, Laguna Motorists

By Ruel Francisco

TRECE MARTIRES CITY, Cavite (PIA) — Motorists from Cavite and Laguna will soon benefit from the completion of several key segments of the Cavite-Laguna Expressway (CALAX) and CAVITEX C5 Link, currently being developed by Metro Pacific Tollways Corporation (MPT South). In a statement released by MPT South, these segments include the CALAX Governor's Drive Interchange, Open Canal Interchange, as well as the C5 Link Segment 3B, which will connect the current Sucat Interchange to the C5 Link Flyover Extension, spanning from SLEX-Taguig to E. Rodriguez in C5. The CAVI-

TEX-CALAX Link, currently under construction, will integrate these two major toll roads, creating a more seamless travel route for motorists. According to MPT South, traffic growth of more than 30% is expected by the end of 2025, translating to over 340,000 daily motorists, a significant increase from the current 259,815. These road segments are set to be operational before the end of 2025, expanding MPT South's total road network to 67 km.

MPT South anticipates that the new segments, designed to reduce travel time and improve accessibility, will encourage more motorists to utilize the expanded network, boosting traffic flow across the region.

The enhanced expressway network is expected to support regional economic growth by facilitating faster, more efficient transport of goods and services between key industrial and commercial hubs in Southern Luzon.

"Aside from providing an enhanced driving experience for our motorists, our projects also aim to contribute to the region's economic development by improving accessibility and connectivity," said MPT South President and General Manager, Mr. Raul L. Ignacio.

Shortened travel times will bring additional benefits, such as reduced fuel consumption and lower vehicle emissions, contributing to nation-building and



enhancing the quality of life for Filipinos. MPT South announced it will allocate Php14 billion in capital expenditures in 2025 to support the construction and

maintenance of its infrastructure projects. "Despite the challenges we face in construction, such as the timely delivery of right-of-way and the recent typhoons, we are

working around the clock to ensure the completion of these vital infrastructure projects by the end of 2025," Ignacio added. (PIA-Cavite/ MPT South)

## TUPAD Program Launched in Ternate

On October 16, 2024, the Department of Labor and Employment in coordination with the Office of the Provincial Public Employment Service Manager successfully conducted the Tulong Panghanapbuhay sa Ating Disadvantage/Displaced Workers payout for the 1,000 qualified beneficiaries in the municipality of Ternate who have completed the required work under the program. The beneficiaries received wages amounting to Php 5,200.00 for the work they have rendered in sustaining the cleanliness and beauty of the surroundings.

Mayor Lamberto Bambao genuinely welcomed everyone, imparting the significance of the program in providing temporary employment opportunities to their constituents, especially those in the marginalized area. "Nagpapasalamat po kami nang todo sa lahat po ng tumutulong sa amin," he said.

Along with Mayor Bambao were 8th District Board Member Reyniel Ambion, Ternate Sangguniang Bayan members, and OPPESM Head, Ms. Rizalie Pinpin-Enero.

TUPAD program provides short-term employment to displaced workers, underemployed, or unemployed individuals to ease their financial constraints due to natural calamities, economic crisis, or other similar causes.---OPIO



## RISE 4A CALABARZON Lights Up Bacoor City



ICT Summit and Exhibitions (RISE) 4A (CALABARZON) was held at the Srike Gym, Bacoor Government Center (BGC).

This summit was led by the staff of the City Government of Bacoor under E-Governance Department/Management Information System (MIS) in collaboration with Information and Communication Technology (ICT).

## PGC 2025 Expenditure Plan Approved in 3-Day Hearing

The Provincial Government of Cavite through the Sangguniang Panlalawigan Committee on Finance, Budget, and Appropriations chaired by Board Member Aidel Paul Belamide, successfully conducted a three-day hearing on the proposed 2025 Local Expenditure Program on October 9, 10, and 14, 2024 at the New Government Center Hall in Trece Martires City. Vice Governor Shernan Jaro presided over the hearing followed by the Majority Floor Leader, Board Member Maurito Sison, who delivered his opening remarks.

The first day of the hearing focused on social service offices. On the second day, the spotlight was on the economic sector departments, showcasing their plans for sustainable development



and economic growth. The final day concluded with the presentations from general public service offices, highlighting their initiatives to improve service delivery across the province. Each department outlined its January to September Accomplishments and presented their Plans and Programs for Calendar Year 2025. Governor Athena Bryana Tolentino joined the last day of hearing to show support

towards the continued progress of the province. Following a thorough review by the budget committee, all proposals were unanimously approved. This approval signals the province's commitment to effectively allocating resources for the coming year and ensuring the continued development of programs aimed at enhancing social services, fostering economic growth, and improving public services.

Mayor Strike B. Revilla was also present to express his gratitude because the DICT chose the City of Bacoor to host the summit. The ICT summit shared a lot of knowledge, including various training and innovative technologies that will help Filipinos.

Many thanks to those who led the summit, especially those who became speakers and moderators who gave knowledge to all who attended the summit.

Thank you Dir. Felix S. Tabanao Jr. – Regional Director DICT CALABARZON, Atty. Jocelle Batapa-Sigue – Undersecretary for ICT Industry Development, Ms. Frankie Antonio Executive Director for Talent Development, IT & Business Process Association of the Philippines, Mr. John Jasper Sanchez – Industry focal, Office or Usec for ICT Industry Development, and to All Moderators.

The City Government of Bacoor continues to collaborate with National Agencies to provide assistance not only to the needs of Bacoornos but also to provide knowledge that will help them in their work and lifestyle.