



Republic of the Philippines
Supreme Court
Manila
FIRST DIVISION

SUPREME COURT OF THE PHILIPPINES
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APR 06 2015
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TIME: 4:00

NOTICE

Sirs/Mesdames:

Please take notice that the Court, First Division, issued a Resolution dated March 16, 2015 which reads as follows:

“G.R. No. 207697 (Blue Star Construction and Development Corporation v. Home Guaranty Corporation, Department of Public Works and Highways, Housing and Urban Development Council, and Construction Industry Arbitration Commission). - After a judicious review of the records, the Court resolves to **DENY** the instant petition and **AFFIRM** the March 14, 2013 Decision¹ and June 11, 2013 Resolution² of the Court of Appeals (CA) in CA-G.R. SP No. 127025 for failure of Blue Star Construction and Development Corporation (petitioner) to show that the CA committed any reversible error in enjoining the Construction Industry Arbitration Commission (CIAC) from further taking cognizance of its complaint.

As correctly found by the CA, the CIAC acquires jurisdiction over a construction dispute only when there is an arbitration clause in the parties’ construction contract or when they mutually agree to submit their dispute to the CIAC.³ Since both circumstances are absent in the case at bar, the CIAC did not acquire jurisdiction over petitioner’s complaint.

¹ Rollo, pp. 124-132. Penned by Associate Justice Amy C. Lazaro-Javier with Associate Justices Mariflor P. Punzalan Castillo and Zenaida T. Galapate-Laguilles, concurring.

² Id. at 141.

³ Section 4 of Executive Order No. 1008, series of 1985, entitled, “CREATING AN ARBITRATION MACHINERY IN THE CONSTRUCTION INDUSTRY OF THE PHILIPPINES,” reads:

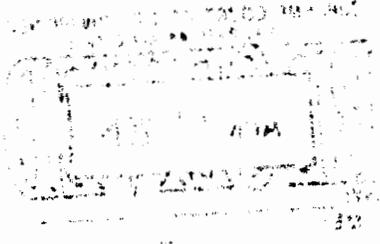
SEC. 4. *Jurisdiction.* – The CIAC shall have original and exclusive jurisdiction over disputes arising from, or connected with, contracts entered into by parties involved in construction in the Philippines, whether the dispute arises before or after the completion of the contract, or after the abandonment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

In this relation, Section 2.3 of the CIAC Rules of Procedure Governing Construction Arbitration provides:

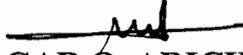
SEC. 2.3. *Condition for exercise of jurisdiction.* – For the CIAC to acquire jurisdiction, the parties to a dispute must be bound by an arbitration agreement in their contract or subsequently agree to submit the same to voluntary arbitration.
x x x x

- over – two (2) pages

SO ORDERED.” SERENO, C.J., on official travel; **BRION, J.**, designated acting member per S.O. No. 1947 dated March 12, 2015.



Very truly yours,


EDGAR O. ARICHETA
Division Clerk of Court
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(CIAC Case No. 17-2012)

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