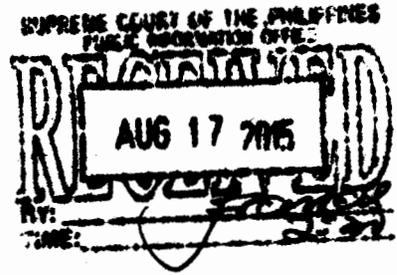




Republic of the Philippines
Supreme Court
 Manila

FIRST DIVISION

NOTICE



Sirs/Mesdames:

*Please take notice that the Court, First Division, issued a Resolution dated **July 8, 2015** which reads as follows:*

“G.R. No. 217164 (Salemaire Industries Corporation v. Daiken-Alen* Air Conditioning, Inc.). - The petitioner’s motion for an extension of thirty (30) days within which to file a petition for review on certiorari is **GRANTED**, counted from the expiration of the reglementary period; and the respondent’s motion for leave to file comment and to admit comment on the motion for extension of time as well as the petitioner’s motion for leave to file and to admit reply with motion for Tagayuna Panopio Escobar Law Firm to produce authority to represent the long-dissolved corporation, Daiken-Alen Air Conditioning, Inc., are both **NOTED**.

After a judicious review of the records, the Court resolves to **DENY** the instant petition and **AFFIRM** the April 30, 2014 Decision¹ and February 26, 2015 Resolution² of the Court of Appeals (CA) in CA-G.R. CV No. 99901 for failure of petitioner Salemaire Industries Corporation (petitioner) to show that the CA erred in finding that there was no off-setting agreement.

As correctly ruled by the CA, there can be no off-setting of claims between petitioner and respondent Daiken-Alen Air Conditioning, Inc. (respondent), considering that while respondent is a creditor of the former, it is not the debtor of the latter, but Alen International and Industrial Corporation, an entity separate and distinct from that of respondent. It is settled that legal compensation requires the concurrence of the following

- over - two (2) pages

* “Daikin-Alen” in some parts of the *rollo*.

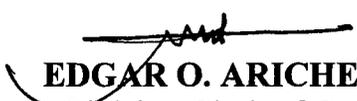
¹ *Rollo*, pp. 62-70. Penned by Associate Justice Rosmari D. Carandang with Associate Justices Marlene Gonzales-Sison and Edwin D. Sorongon concurring.

² *Id.* at 72-73.

conditions, namely: (a) that each one of the obligors be bound principally, and that he be at the same time a principal creditor of the other; (b) that both debts consist in a sum of money, or if the things due are consumable, they be of the same kind, and also of the same quality if the latter has been stated; (c) that the two debts be due; (d) that they be liquidated and demandable; and (e) that over neither of them there be any retention or controversy, commenced by third persons and communicated in due time to the debtor.³

SO ORDERED.”

Very truly yours,


EDGAR O. ARICHETA
Division Clerk of Court *g 12a*

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(CA-G.R. CV No. 99901)

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The Hon. Presiding Judge
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1100 Quezon City
(Civil Case No. Q-07-61043)

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³ *Mondragon Personal Sales, Inc. v. Sola, Jr.*, G.R. No. 174882, January 21, 2013, 689 SCRA 18, 27.
See also Article 1290, in relation to Article 1279 of the Civil Code.