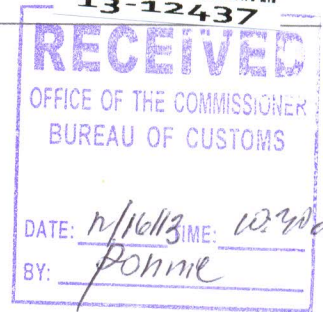
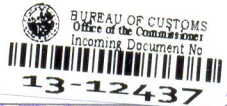


REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF FINANCE  
**BUREAU OF CUSTOMS**  
COLLECTION DISTRICT XII  
DAVAO

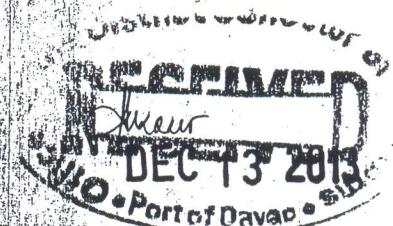


1<sup>st</sup> INDORSEMENT  
December 13, 2013

Respectfully forwarded to the **Hon. John Philip P. Sevilla**, Commissioner of Customs, Manila, the attached writ and order of preliminary injunction issued by Judge Emmanuel C. Carpio of the Regional Trial Court, Branch 16, Davao City, enjoining this office from seizing, holding and alerting the shipments of Starcraft International Trading Corp. which were sold to plaintiff Joseph M. Ngo, which order was received by this office this afternoon.

  
**DATU SAMSON P. PACASUM**  
Acting District Collector

Republic of the Philippines  
REGIONAL TRIAL COURT  
11<sup>th</sup> Judicial Region  
BRANCH 16  
Davao City



JOSEPH MANGUPAG NGO,  
Plaintiff/s,

CIVIL CASE NO.: 35.354-13

-versus-

DISTRICT COLLECTOR OF THE  
BUREAU OF CUSTOMS - PORT OF  
DAVAO, in his capacity as the  
District Collector for the Port of  
Davao,

**WRIT OF PRELIMINARY  
INJUNCTION**

Defendant/s.

X-----/

TO:

THE DEPUTY SHERIFF  
REGIONAL TRIAL COURT  
BRANCH 16, DAVAO CITY

**GREETINGS:**

WHEREAS, this Court on December 12, 2013, issued an Order, the pertinent portion of which states:

*"xxx: let a Writ of Preliminary Mandatory Injunction issue, upon Plaintiff's posting a bond in the amount of P5,000,000.00 and upon payment of the required fees, enjoining and restraining defendant, all those acting for and in their behalf, and all their agents and responsible officers, from:*


- a. Seizing, alerting, and/or holding Plaintiff's rice shipments (under *Mains Bill of Lading Nos. MCPU 561501576; MCPU 561530836; MCPU MCC372735; MCPU MCC372736; MCPU MCC361375; MCPU MCC372721; APLU074794947; APLU074794956; APLU074805528*) whose tariffs and customs duties are duly paid;
- b. Implementing any Alert Orders, Hold Orders, and issuances in relation to Plaintiff's rice shipments and/or refusing to lift any such orders or issuances;
- c. Doing any act that would prejudice Plaintiff while the propriety and validity of its actions as enumerated in the preceding paragraphs, are still at issue and subject to judicial determination."

WHEREAS, the plaintiff has filed Injunction Bond under Official Receipt No. 2104574 issued on 13-DEC-13 in the amount of FIVE MILLION (P5,000,000.00) PESOS, the amount fixed and duly approved by this Court.

NOW THEREFORE, you, defendant/s, DISTRICT COLLECTOR OF THE BUREAU OF CUSTOMS PORT OF DAVAO, IN HIS CAPACITY AS THE DISTRICT COLLECTOR FOR THE PORT OF DAVAO and ALL THOSE ACTING FOR AND IN THEIR BEHALF, AND ALL THEIR AGENTS AND RESPONSIBLE OFFICERS, are enjoined and restrained from:

- a. Seizing, alerting, and/or holding Plaintiff's rice shipments (under House Bill of Lading Nos. MCPU 561501579; MCPU 561530936; MCPU MCC372735; MCPU MCC371734; MCPU MCC381336; MCPU MCC372721; APLU074794947; APLU074794965; APLU0748055281) whose tariffs and customs duties are duly paid;
- b. Implementing any Alert Orders, Hold Orders, and issuances in relation to Plaintiff's rice shipments and/or refusing to lift any such orders or issuances;
- c. Doing any act that would prejudice Plaintiff while the propriety and validity of its actions as enumerated in the preceding paragraphs, are still at issue and subject to judicial determination.

Witness my hand under the seal of the Court, this 13<sup>th</sup> day of December, 2013 at Davao City, Philippines.

  
EMMANUEL C. CARPIO  
Judge

(ORIGINAL)

No 2104574



REPUBLIC OF THE PHILIPPINES  
JUDICIARY  
OFFICIAL RECEIPT

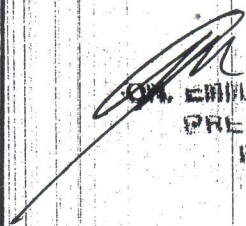


3030034097

COURT :	RTC-Davao City	Clerk of Court	0002104574
DATE:	13-DEC-13 12:13:42		
CASE NUMBER	CIVIL 35,354-13	Davao City	Br. 16
PAYOR :	JOSEPH MANGUPAG NGO		
PARTICULARS:	INJUNCTION BOND ( PER ORDER DTD, 12/12/13 )		

FUND	AMOUNT	PAYMENT DETAILS
FF-CSHBOND	5,000,000.00	CHECK BDO 0011409
***** Nothing Follows *****		


TOTAL AMOUNT PAID: **5,000,000.00**  
 AMOUNT IN WORDS: **Five Million AND 00 / 100 ONLY**

  
**EMMANUEL G. CAMP**  
 PRESIDING JUDGE  
 RTC BR. 16  
 DAVAO CITY

Prepared By:  
 MARIFI ALFANTA OQUINDO

Payment Accepted By:  
 EDIPOLO P. SARABIA JR  
 CLERK OF COURT VI

CERTIFIED TRUE / XEROX COPY

  
 ATTY. EDIPOLO P. SARABIA, JR.  
 Clerk of Court VI  
 RTC-DCD, Davao City

REGIONAL TRIAL COURT  
Davao City Clerk of Court

LEGAL FEES FORM

Case Number: CIVIL 35,354-13  
Case Title: Assessment ID: 3030034097  
Payor: JOSEPH MANGUPAG NGO  
Particulars: INJUNCTION BOND ( PER ORDER DTD, 12/12/13 )  
OR Number: 0902164574

RECEIVED THIS 13 December 2013 THE FOLLOWING PAYMENTS:

SPECIAL ALLOWANCE FOR THE JUDICIARY (SAJ)	0.00
JUDICIARY DEVELOPMENT FUND (JDF)	0.00
FIDUCIARY FUND (FF) FF-CASH BOND	5,000,000.00
SHERIFF TRUST FUND (STF)	0.00
PHILIPPINE MEDIATION FUND 141 (PMF)	0.00
LEGAL RESEARCH FUND (LRF)	0.00
LAND REGISTRATION AUTHORITY (LRC)	0.00
VICTIMS COMPENSATION FUND (VCF)	0.00
Total:	<u>5,000,000.00</u>

NOTE: THIS IS TO BE ATTACHED TO THE RECORD OF THE CASE IN LIEU OF THE OFFICIAL RECEIPTS AS PER CIRCULAR NO. 26-97 OF THE COURT ADMINISTRATOR DATED MAY 5, 1997.

Assessed by:  
MARIFI ALFANTA OQUINDO

Payment Received by:  
MARIFI ALFANTA OQUINDO

Printed on: December 13, 2013 12:14 PM

ON: EMMANUEL G. OBARO  
ON: ENRIQUE G. OBARO  
CREATED BY: IS  
DATE: 12/13/13

CERTIFIED TRUE XEROX COPY

ATTY. EMP. P. SARABIA, JR.  
Clerk of Court VI  
RTC-DCC, Davao City

Republic of the Philippines  
REGIONAL TRIAL COURT  
11<sup>th</sup> Judicial Region  
BRANCH 16  
Davao City

REGIONAL TRIAL COURT  
11th JUDICIAL REGION  
BRANCH 16, DAVAO CITY  
RECEIVED BY:  
3/20/13  
[Signature]

JOSEPH MANGUPAG NGO,  
Plaintiff,

CIVIL CASE NO. 35,354-2012

- Versus -

- For -

DISTRICT COLLECTOR OF THE  
BUREAU OF CUSTOMS -PORT OF  
DAVAO, IN HIS CAPACITY AS  
THE DISTRICT COLLECTOR FOR  
THE PORT OF DAVAO,  
Defendant.

"PERMANENT INJUNCTION WITH  
PRAYER FOR A TEMPORARY  
RESTRAINING ORDER AND/OR  
PRELIMINARY INJUNCTION"

**ORDER**

This refers to plaintiff's application for permanent injunction with prayer for a temporary restraining order and/or preliminary injunction.

In support of the prayer for preliminary and/or temporary restraining Order, Plaintiff allege in paragraphs 31 to 52 of his Complaint that:

31. Plaintiff clearly has a right to the injunctive reliefs prayed for in this Complaint.

32. The plaintiff has a legal right over the Rice Shipments. Pursuant to his agreement with Starcraft, Plaintiff became the owner of the Rice Shipments upon payment of the down payment. Thus, the Plaintiff has the right to cause the release of the Rice Shipments and to take possession and custody thereof.

33. Plaintiff has a clear right to the injunctive reliefs. It should be remembered that the Philippines is a member of the WTO and is bound by the terms and provisions of the WTO-GATT; that the Philippines requested for and was granted a Special Treatment for rice from 1995 to 2005; that the Philippines was able to extend the grant of Special Treatment up to June 30, 2012; that to date no extension of the grant of Special Treatment has been given by the WTO; that the grant of Special Treatment has indeed expired on June 30, 2012; and that the government to date is still appealing to WTO for an extension of the grant of Special Treatment up to the year 2017;

34. Now, given the above, it is clear that the WTO Special Treatment for rice was the only source of the Philippines' right to impose quantitative restrictions by way of import permits/import quotas in the importation of rice. If the Philippines has the right and authority to impose quantitative restrictions on rice outside the WTO Special Treatment why then did the Philippines requested for the grant of Special Treatment from 1995 to 2005, had the Special Treatment extended up to June 30, 2012, and vigorously appeal to the WTO for another extension of the Special Treatment up to the year 2017 despite the clear expiration thereof on June 30, 2012.

35. It is observed that with the entry of the Philippines to the WTO in 1995, the country in compliance with its obligations to the WTO enacted Republic Act 8178, which removed quantitative restrictions on agricultural products and tariffed the same. Rice was not included therein since the Philippines was granted a Special Treatment for rice at the time of its enactment and the Philippines has to respect the same. Clearly, The Philippines adheres to and respects its WTO commitments and obligations. One of these WTO obligations and commitments is not to impose quantitative restrictions such as requiring an import permit in the importation of rice after the expiration of the Special Treatment for rice granted to the Philippines, and another is to subject rice importations to the tariffication.

36. The effect and legal consequence of the expiration of the WTO Special Treatment is that the member country, the Philippines, is no longer allowed to impose, maintain, resort or revert to quantitative import restrictions, variable import prices, discretionary import licensing, non-tariff measures maintained through state-trading enterprises, voluntary export restraints, and similar border measures other than ordinary customs duties. This is in accordance with Paragraph 2 Article 4 Annex 5 of the WTO Agreement on Agriculture.

37. In sum, the Rice Shipments were legally imported, despite the absence of an import permit the NFA. This is supported not only by the provisions of the WTO-GATT, but even by the provisions of the Constitution which treats the WTO-GATT as part of the laws of the Philippines and in the same footing as local legislation. This conclusion is well-settled by the Supreme Court in the interpretation and application of the Constitution vis-à-vis treaties which the Philippines has entered into force.

xxxx.

39. The Plaintiff as owner of the Rice Shipment has a clear legal right to the injunctive relief given the expiration of the WTO Special Treatment for rice in June 30, 2012. Thus, the continued insistence of the BOC -District Collector that an import permit is still required, coupled by his refusal to release the Rice Shipments which has already arrived, is clearly in violation of Plaintiff's right and is contrary to law.

40. The refusal of the BOC-District Collector to release the Rice Shipments will certainly do injustice to the Plaintiff.

41. If unrestrained, Plaintiff's rights will not only be violated. Worse, the judgment of this Honorable Court will be rendered ineffectual, in view of the sizeable and debilitating losses that Plaintiff will suffer and continue to suffer.

42. Plaintiff has already suffered grave damages because the Rice Shipments were not released. Moreover, the damages that the Plaintiff will suffer will increase over time, such that the loss to the Plaintiff, in terms of profits and expenses, and in terms of the adverse impact this will make upon his reputation, will increase as time passes.

43. Therefore, the continued refusal of the BOC-District Collector to release the Rice Shipments will irreparably magnify the damages and losses already incurred by the Plaintiff.

44. The threat of seizure and detention of the Rice Shipments by the BOC-District Collector is imminent and real. Despite the absence of seizure and detention orders, the BOC-District Collector already refuses to release the Rice Shipments to the Plaintiff because of the unfounded claim that import permits from the NFA are needed for rice importation. The BOC-District Collector will continue to unreasonably refuse the release of the Rice Shipments despite the absence of any seizure and detention orders if

this Honorable Court will not step in and issue the injunctive reliefs prayed for in this Complaint.

45. Meanwhile, the threat of seizure and detention by the BOC-District Collector is material and substantial. Plaintiff's capital investment is substantial, such that the loss that Plaintiff will bear will severely cripple, if not his entire business. Rice is perishable and deteriorates. Prolonged exposure to the elements and improper storage while pending detention and seizure will result to the total deterioration of the Rice Shipments. Because of this, there is more reason for this Honorable Court to grant the injunctive reliefs prayed for in this Complaint.

46. Verily, the threatened seizure and detention of the Rice Shipments, if not enjoined by this Honorable Court, will render moot any judgment of this Honorable Court with respect to the Rice Shipments. By then, the Rice Shipments would have already been disposed of by the BOC-District Collector. Ultimately, the Plaintiff will be left with nothing but losses.

47. At this point, it is important to stress that the Plaintiff stands to suffer not just ordinary losses, but also grave and irreparable injury.

48. First, a substantial amount of Plaintiff's capital has been spent on the Rice Shipments. Thus, if the Plaintiff does not recover the said capital, this will tremendously impact on his finances. Plaintiff will have to close shop.

49. Second, Plaintiff's good business reputation cannot be matched by any monetary consideration. Plaintiff's delay in delivering the Rice Shipments to their respective buyers tarnished its name, but the failure to deliver the said Rice shipments totally will destroy a reputation that the Plaintiff worked so hard to build. The injury to the Plaintiff's good name can certainly not be replaced by any monetary consideration no matter how substantial it may be.

xxx.

51. Plaintiff has no other plain, speedy and adequate remedy in law to prevent irreparable injury, if the acts of the BOC-District Collector are left unrestrained. On the other hand, the issuance of the restraining order or injunctive relief prayed for will not, in any way, prejudice the BOC or the District Collector, in view of the bond which Plaintiff is willing to post.

52. It is stressed that Plaintiff will be paying the taxes due to the Rice Shipments and the government will not be damaged or prejudiced with the issuance of the injunctive reliefs."

As required by the rules, the application for preliminary injunction was set for summary hearing on December 10, 2013.

Plaintiff himself testified and was duly cross-examined by the defense counsel, Atty. Edward James A. Dy Buco. Thereafter, plaintiff through counsel submitted his formal offer of documentary exhibits in support of his prayer for preliminary mandatory injunction consisting of the following:

- Exhibit "A" and sub-markings - Non-negotiable Waybills;
- Exhibit "B" and sub-markings - Starcraft Sales Orders;
- Exhibit "C" and sub-markings - Starcraft Sales Orders;
- Exhibit "D" and sub-markings - Agreement;
- Exhibit "E" and sub-markings - BDO Bank deposit slips;
- Exhibit "F" - News Article of the Business Mirror;
- Exhibit "G" Judicial Affidavit of Joseph N. Ngo;
- Exhibit "H" - Hold Order dated November 5, 2013; and
- Exhibit "I" - Print Out of Committee Daily Bulletin.



Defendant through counsel, in his "Comment/Opposition To Formal Offer of Exhibits", of the Plaintiff raised the following grounds:

- Exhibit "A" and sub-markings - the consignee for the rice shipments in the said exhibits is not the plaintiff but another entity;
- Exhibit "B" and sub-markings - they are immaterial and irrelevant to the present case and to the prayer for a temporary restraining order/preliminary injunction as their subject matters involved private commercial matters that do not relate to the issue of whether or not an import permit is required for rice importations;
- Exhibit "F" and "I" - that said documents are only computer printouts and have not been duly authenticated in accordance with law, and that the contents of said exhibits do not support the purposes for which they are being offered;
- Exhibit "G" - there is no truth to the purpose for which it is being offered, as Plaintiff is not entitled to the temporary restraining order/preliminary injunction being prayed for;
- Exhibit "H" - the truth being that the rice shipments of Starcraft International Trading Corporation were put on hold or alert for having no import permit.

## RULING

There are generally two kinds of preliminary injunction: (1) a prohibitory injunction which commands a party to refrain from doing a particular act; and (2) a mandatory injunction which commands the performance of some positive act to correct a wrong in the past. (*De Guzman v. Vda. De Fernandez*, G.R. No. 164529, June 19, 2007).

XXX.

To be entitled to the injunctive writ, the applicant must show that there exists a right to be protected which is directly threatened by an act sought to be enjoined. Furthermore, there must be a showing that the invasion of the right is material and substantial and that there is an urgent and paramount necessity for the writ to prevent serious damage. The applicant's right must be clear and unmistakable. In the absence of a clear legal right, the issuance of the writ constitutes grave abuse of discretion. Where the applicant's right or title is doubtful or disputed, injunction is not proper. The possibility of irreparable damage without proof of an actual existing right is not a ground for injunction. (*SUPRA*).

A clear and positive right especially calling for judicial protection must be shown. Injunction is not a remedy to protect or enforce contingent, abstract, or future rights; it will not issue to protect a right not in esse and which may never arise, or to restrain an act which does not give rise to a cause of action. There must exist an actual right. There must be a patent showing by the applicant that there exists a right to be protected and that the acts against which the writ is to be directed are violative of said right. (*SUPRA*).

In the case at bar, Plaintiff prays for a preliminary mandatory injunction against the acts of herein defendants in holding the release of the "167 x 20 Containers under House Bill of lading Nos. MCPU 561501576; MCPU 561530836; MCPU MCC372735; MCPU MCC372738; MCPU MCC381399; MCPU MCC372721; APLU074794947; APLU074794965; APLU074805528, because of the reason that **"the issue on the necessity of procuring import permit for rice importation remains unresolved."** (Exh. "H").

Sifting through the records as well as the TSN taken during the summary hearing held on December 10, 2013, the issue in the instant case is **NOT** the non-payment of tariff and custom duties. As disclosed by Atty. Dy Buco (*counsel for the defendant*) **the only impediment for them to release the container vans containing rice is that: - there is no import permit as requested by the NFA, to wit:**

"Court: In any event, what is the present position of the Bureau of Custom now, will it continue to refuse or?"

Atty. Dy Buco: Yes Your Honor because we issued a hold order and there is a continuing request from the National Food Authority to hold the shipment after ... (interrupted).

Court: But you acknowledge Atty. Dy Buco that the right of the NFA to issue permit already expired based on the records?

Atty. Dy Buco: Well based on the records as shown by the plaintiff in his complaint Your Honor. We have also read it in the paper Your Honor that it has expired but there was no ... (interrupted).

Court: No extension of their right to -

Atty. Dy Buco: That is what is stated in the papers Your Honor.; But there is no exact legal opinion on that Your Honor. We are waiting actually for a legal opinion from our Manila office Your Honor.

Atty. Taglucop: Anyway, the government will not be prejudiced Your Honor because he interest of the Bureau of Customs Your Honor is only the payment of taxes Your Honor, duties and tariff Your Honor and we will be paying 50% I think of the amount Your Honor as duties to the Philippines.

Court: Do you confirm with the opinion of Atty. Taglucop, Atty. Dy Buco that the readiness of the plaintiff the customs duties?

Atty. Taglucop: As a matter of fact we have already paid for, well ...

Court: The nine (9) bills of lading are already paid?

Atty. Taglucop: Yes, Your Honor.

Court: According to the plaintiff through counsel they are ready for the incoming six (6) bills of lading.

Atty. Dy Buco: Well Your Honor, the stand of our office is that for as long as there is no import permit as requested by the NFA, we have to hold the shipments Your Honor." (Underlining supplied, TSN, December 10, 2013).

Moreover, the dispositive portion of the HOLD ORDER (*Exhibit "H"*) dated November 5, 2013, states that:

"WHEREFORE, while the issue on the necessity of procuring import permit for rice importation remains unresolved you are hereby ordered to seize and hold the release of the above-named shipments, until such time that you are direct otherwise." (Underlining supplied)

Given the foregoing facts, and in the honest opinion of the Court, the vital issue to resolve in determining whether the elements necessary for the grant of preliminary mandatory injunction is: **"WHETHER OR NOT THE NFA AFTER THE EXPIRATION OF THE WTO SPECIAL TREATMENT ON QUANTITATIVE RESTRICTIONS ON JUNE 30, 2012 HAS STILL THE AUTHORITY TO INTERVENE ON THE RELEASE OF IMPORTED RICE FROM THE CUSTODY OF THE BUREAU OF CUSTOMS"**

Since the determination on *whether or not the NFA can still exercise its authority to restrict the quantity of rice coming in the Philippines under the WTO Special Treatment after the expiration of said authority on June 30, 2012*, needs a full-blown trial, the Court pending said trial finds the need to grant the injunctive relief sought for, because plaintiff has sufficiently established in his favor the requisites of the preliminary mandatory injunction, i.e. "xxx (a) the invasion of right sought to be protected is material and substantial; (b) the right of the complainant is clear and unmistakable; and (c) there is an urgent and paramount necessity for the writ to prevent serious damage. (*Lim vs. CA, G.R. No. 134617, February 13, 2006*), as supported by the following:

1. Plaintiff's right of ownership of the imported rice because of:

- (a) the agreement between the Starcraft International Trading Corp. and plaintiff Joseph Mangupag Ngo (*Exhibit "D"*); and
- (b) his down-payment of the value of the goods, payment of cost of shipment and demurrage;

Q: Mr. Witness, you said in your affidavit that you are a businessman?

A: Yes Your Honor.

Q: And you are engaged in rice trading?

A: Yes Your Honor.

Q: How much did you pay for all these shipments?

A: As far as my knowledge Your Honor, as of yesterday we already paid 8,335,000.00 for the demurrage and the storage.

Q: No, no. What I mean is, how much did you pay the Starcraft for the item?

A: We already paid 21,300,000.00 Your Honor." (TSN dated December 10, 2013, page 10)

- 2. Tariffs and customs duties were already paid by the Plaintiff, which payment was not contested by defendants' counsel Atty. Dy Buco;
- 3. There is an urgent and paramount necessity for the writ to issue to prevent irreparable damage, because the goods subject matter of the instant case are perishable as acknowledged by counsel of the defendants, to wit:

"Q (Court) -

Atty. Dy Buco, do you confirm that kind of concern of the plaintiff that the rice may deteriorate in its value and marketability?

Atty. Dy Buco:

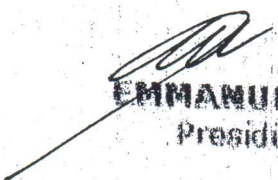
Yes Your honor, that is common knowledge Your Honor. (Underlying supplied, TSN, December 10, 2013, p. 9.)

**FOR REASONS STATED**, pending trial, let a Writ of Preliminary Mandatory Injunction issue, upon Plaintiff's posting a bond in the amount of P5,000,000.00 and upon payment of the required fees, **enjoining and restraining defendant, all those acting for and in their behalf, and all their agents and responsible officers, from:**

- a. Seizing, alerting, and/or holding Plaintiff's rice shipments (under House Bill of Lading Nos. MCPU 561501576; MCPU 561530836; MCPU MCC372735; MCPU MCC372738; MCPU MCC381399; MCPU MCC372721; APLU074794947; APLU074794965; APLU074805528) whose tariffs and customs duties are duly paid;
- b. Implementing any Alert Orders, Hold Orders, and issuances in relation to Plaintiff's rice shipments and/or refusing to lift any such orders or issuances;
- c. Doing any act that would prejudice Plaintiff while the propriety and validity of its actions as enumerated in the preceding paragraphs, are still at issue and subject to judicial determination.

**SO ORDERED.**

Davao City, Philippines, December 12, 2013.

  
**EMMANUEL C. CARPIO**  
Presiding Judge

Cc:

Atty. Anthony P. Banzall/Atty. Ferdinand Tagluco  
Atty. Edward James A. Dy Buco  
The Commissioner, SOC, Manila  
District Commander, ESS-CPD, OIC-CIIS, Davao  
Assessment Division, Chief, Cargo Control Division

Republic of the Philippines  
REGIONAL TRIAL COURT  
11<sup>th</sup> Judicial Region  
BRANCH 16  
DAVAO CITY

REPUBLIC OF THE PHILIPPINES  
REGIONAL TRIAL COURT  
11<sup>th</sup> JUDICIAL REGION  
BRANCH 16 DAVAO CITY  
FILED BY *[Signature]*  
DEC 16 2013

JOSEPH MANGUPAG NGO,  
Plaintiff,

CIVIL CASE NO. 35,354-2012

- Versus -

- For -

DISTRICT COLLECTOR OF THE  
BUREAU OF CUSTOMS - PORT OF  
DAVAO, IN HIS CAPACITY AS  
THE DISTRICT COLLECTOR FOR  
THE PORT OF DAVAO,

"PERMANENT INJUNCTION WITH  
PRAYER FOR A TEMPORARY  
RESTRAINING ORDER AND/OR  
PRELIMINARY INJUNCTION"

Defendant.

## ORDER

With the filing of the Plaintiff of an Injunction Bond in the amount of P5,000,000.00 under Official Receipt No. 2104574 and the required fees for the issuance of writ of injunction under Official Receipt No. 2104575, the Writ of Injunction is hereby issued.

SO ORDERED.

Dayao City, Philippines, December 13, 2013.

*[Signature]*  
EMMANUEL C. CARPIO  
Presiding Judge

Cc:

- Atty. Anthony P. Banzali/Atty. Ferdinand Taglucop
- Atty. Edward James A. Dy Buco

Republic of the Philippines  
**REGIONAL TRIAL COURT**  
11<sup>TH</sup> Judicial Region  
Branch 16  
Davao City

REPUBLIC OF THE PHILIPPINES  
REGIONAL TRIAL COURT  
11<sup>TH</sup> JUDICIAL REGION  
BRANCH 16, DAVAO CITY  
RECEIVED BY: [Signature]  
DATE: 12/10/13

**JOSEPH MANGUPAG NGO,**  
Plaintiff,

**CIVIL CASE NO. 35,354-13**

-versus-

**FOR: PERMANENT INJUNCTION,  
ETC.**

**DISTRICT COLLECTOR OF THE  
BUREAU OF CUSTOMS – PORT  
OF DAVAO, in his capacity as  
the District Collector for the  
Port of Davao,**  
Defendant.

X=====

**ORDER**

During the *summary hearing on the prayer for injunctive relief*, Atty. Ferdinand M. Taglu cop for the plaintiff and Atty. Edward James A. Dy Buco representing the defendant are present.

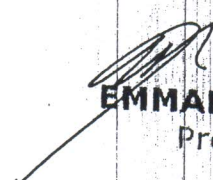
Atty. Taglu cop presented plaintiff who testified through his Judicial Affidavit and was duly cross-examined by Atty. Dy Buco.

After receiving the testimony of the plaintiff and the arguments/discussions of the contending lawyers, Atty. Taglu cop closes his evidence and, as prayed for, is given until this afternoon to formally offer exhibits in support of the prayer for injunctive relief.

Thereafter, the incident is submitted for resolution.

**SO ORDERED.**

Davao City, Philippines, December 10, 2013.

  
**EMMANUEL C. CARPIO**  
Presiding Judge

ECC/mndv  
Served on:  
-Atty. Anthony P. Banzall /  
Atty. Ferdinand M. Taglu cop  
-Atty. Edward James A. Dy Buco