



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF FINANCE
BUREAU OF CUSTOMS

March 21, 2017

CUSTOMS MEMORANDUM CIRCULAR
NO. 45-2017

To: All Deputy Commissioners
All Directors and Division Chiefs
All District/Port Collectors
And Others Concerned

Subject: FERRERO ASIA LIMITED (SINGAPORE BRANCH)

Attached is the letter dated March 14, 2017 of Sheriff IV Joseph Edwin C. Carreon, Branch 150 RTC National Capital Region endorsing the Order of Hon. Elmo M. Alameda **re: Composite Enterprises versus Ferrero Asia Limited (Singapore Branch)**, the dispositive portion of which read:

*"In view of the foregoing and in the absence of a restraining order and preliminary injunction from the Court of Appeals, the Sheriff is directed to proceed with reasonable celerity and promptness in implementing and enforcing the writ of preliminary mandatory injunction according to its mandate. The sheriff is directed to submit his report and return within thirty (30) days from receipt of this order. **Likewise, the Bureau of Customs is directed to assist the sheriff in implementing the writ by holding the shipment of Ferrero and its agents except if the shipments are consigned to plaintiff Composite.** Clearly, this directive is issued in order that the writ may not be rendered moot, nugatory, ineffectual and impossible to enforce due to the continued defiance of defendant and its agents to comply.*

SO ORDERED.

City of Makati, 10 March 2017."

For your information and guidance.

For record purposes, please confirm the dissemination of this circular throughout your offices within fifteen (15) days from receipt hereof.


NICANOR E. FAELDON
Commissioner



MAR 21 2017

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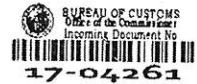
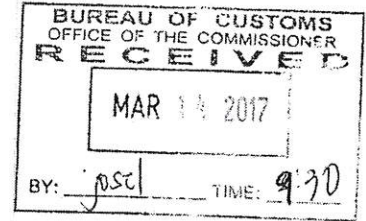
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Received by: VICKY RAYES

Date: 03-14-17

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REPUBLIC OF THE PHILIPPINES
NATIONAL CAPITAL JUDICIAL REGION
REGIONAL TRIAL COURT
CITY OF MAKATI
BRANCH 150



COMPOSITE ENTERPRISES CORPORATION,

Plaintiff,

- versus -

CIVIL CASE NO. 12-509

FERRERO ASIA LIMITED
(SINGAPORE BRANCH),

Defendant,

X ----- x


TO: THE COMMISSIONER
BUREAU OF CUSTOMS
City of Manila

GREETINGS:

In compliance with the **ORDER** of Hon. Elmo M. Alameda, Presiding Judge of this Court, dated March 10, 2017, copy hereto attached, may I respectfully request your assistance in implementing the **Writ of Preliminary Mandatory Injunction** dated December 7, 2016, by holding the Shipment of **Ferrero Asia Limited (Singapore Branch)** and its agents except if the shipments are consigned to plaintiff **Composite Enterprises Corporation**.

Your full cooperation and assistance will be greatly appreciated.

City of Makati, Philippines, March 14, 2017.


JOSEPH EDWIN C. CARREON
Sheriff IV

REPUBLIC OF THE PHILIPPINES
 NATIONAL CAPITAL JUDICIAL REGION
 REGIONAL TRIAL COURT
 CITY OF MAKATI
 BRANCH 150

COMPOSITE ENTERPRISES CORP.,
 Plaintiff,

-versus-

CIVIL CASE NO. 12-509

FERRERO ASIA LIMITED
 (SINGAPORE BRANCH),
 Defendant.

X-----X

ORDER

On November 29, 2016, the court granted plaintiff's application for an interim measure of protection including a writ of preliminary mandatory injunction to protect its vested rights pursuant to Section 28 of the ADR Act of 2004. Incorporated in the amended order is a directive enjoining defendant Ferrero Asia Ltd., its agents, representatives, successors in interest and all persons acting for and its behalf from committing acts in furtherance of or in the implementation or enforcement of the notice of non-renewal of the distributorship agreement conditioned upon posting of a bond in the amount of Php5, 000, 000.00 to the effect that plaintiff will pay defendant Ferrero all damages which it may sustain by reason of the injunctive writ if the court should finally decide that plaintiff is not entitled thereto. Finally, the court referred the parties for arbitration pursuant to the arbitration clause in the distributorship agreement conformably with the decision rendered by the Court of Appeals and the Supreme Court in CA GR SP No. 126176 and GR No. 218720, respectively. Upon plaintiff's posting and approval of its injunction bond, the Branch Clerk of Court issued a writ of preliminary mandatory injunction addressed to the sheriff to implement and enforce the order dated November 29, 2016.

On December 21, 2016, after hearing the manifestation and motion of plaintiff to determine defendant's compliance of the writ of preliminary mandatory injunction, the court directed the sheriff to furnish Benby Enterprises certified true copy of the Amended Order upon proper showing that Benby is now the exclusive distributor of Ferrero's products in the Philippines. Benby also continues to distribute Ferrero's products to supermarkets and outlets and circularize a letter to the supermarkets and outlets in response to the letter of plaintiff's counsel that it is not bound to comply with the plaintiff's letter to stop distributing Ferrero's products. Aside from Benby, the sheriff was also directed to furnish copies of the same documents to Atty. Angelo Patrick Advincula, Ferrero's resident agent in the Philippines.

In its comment, defendant states that plaintiff's manifestation and motion does not find support in the amended order dated November 29, 2016 and Order

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D. Valenciano
 JOSE A. ULFDANES VALENCO
 CLERK OF COURT VI

dated December 21, 2016. Defendant argues that the order of this court is wrong since Benby Enterprises is not a party to the case over which this court has not acquired jurisdiction.

On January 12, 2017, defendant filed a manifestation and motion asking the court to order the sheriff to retrieve copies of the papers/documents served to the Bureau of Customs, Office of the Commissioner, Office of the District Collector, Manila, i.e: Order dated December 21, 2016, writ of the preliminary mandatory injunction dated December 7, 2016, Order dated December 6, 2016 approving the bond and amended order dated November 29, 2016. Defendant argues that the Order dated December 21, 2016 did not authorize the sheriff to effect service of copies of said orders to said offices, hence, the sheriff should explain his actions.

On January 23, 2017, plaintiff filed its opposition to defendant's manifestation and motion dated January 12, 2017 stating that:

1. Defendant's motion is not the proper remedy to assail the service of the orders and writ of preliminary mandatory injunction on the Bureau of Customs;
2. Defendant has no personality to question the service of the orders and writ on the Bureau of Customs not being the Bureau Customs or a government office adjunct to said agency;
3. Service of the orders by the sheriff on the Bureau of Customs was proper and valid since the Bureau of Customs falls among those acting for and in behalf of the defendant.

Also on January 23, 2017, plaintiff filed a reply and opposition to defendant's comment and motion for reconsideration dated January 4, 2017 stating that:

1. Defendant is bound to deal with plaintiff and stop dealing with any other distributor because the amended order of this court is complete in restoring plaintiff as the exclusive distributor of defendant;
2. Defendant has a clear duty to transact with plaintiff for the reselling and distribution of all Ferrero products and can only perform this duty by stopping all its transactions with any distributor other than the plaintiff. Thus, even without any express directive from this court, the above obligations of the defendant to plaintiff exists and defendant is required by law to comply;
3. Since the amended order includes defendant's duty to transact solely with the plaintiff as exclusive distributor and stop dealing with any other distributor apart from the plaintiff's directive to the defendant to perform these acts does not amend, change or expand the amended order. On the contrary, the order fully enforces it to the letter and is within the jurisdiction of this court despite the pending petition for review before the Court of Appeals. This is clear under Rule 19.22 of the Special ADR Rules which provides that the appeal shall not stay the award, judgment, final order or resolution sought to be reviewed unless the Court of Appeals directs otherwise upon such terms as it may deem just;
4. Defendant has no basis to prevent or defeat the implementation of the amended order of this court on the claim that the distributorship

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DORIS A. C. OLEDORES VALERA
CLERK OF COURT

- agreement automatically expired on August 31, 2014. The expiration on August 31, 2014 was never raised at any time during the pendency of the petition. It is a mere allegation which was never established or proven by defendant since it never presented any documentary and testimonial evidence to support its opposition to the application for interim measure of protection;
5. Defendant's comment is a form of forum-shopping. Defendant availed of two separate judicial remedies before different courts. The instant comment is actually a motion for reconsideration of the amended order of this court despite the fact that it also filed a petition for review against the same amended order before the Court of Appeals;
 6. The instant comment before this court and the petition for review before the Court of Appeals are founded on the same transactions and the same essential facts and circumstances – they both assail the amended order of this court. In both pleadings, defendant similarly argued that there is nothing more to restore because the distribution agreement has already expired;
 7. The instant comment and the petition for review raised the identical issue of whether or not this court erred in granting the interim measure of protection in favour of plaintiff and in enjoining defendant from enforcing the notice of non-renewal.

Comment of plaintiff to defendant's motion for reconsideration:

1. Not being Benby Enterprises, defendant has no personality to question the service of the orders and writ to Benby;
2. The remedy available is provided under the Rules of Court and the motion for reconsideration is not the remedy provided therein;
3. Benby is an agent or at least the very person acting for and in behalf of defendant. Ferrero has not denied under oath before this court that Benby is not the one currently distributing its products and defiantly pointed out again that it is not enjoined in dealing with another distributor;
4. If indeed Benby is not distributing Ferrero's product and is not an agent then, Benby should have called the attention of this court upon receipt of the amended order and writ of preliminary injunction;
5. That Ferrero is taking the cudgels on behalf of Benby is a manifestation that there is a link between them, that of a principal and distributor agent;
6. Benby being Ferrero's agent, the service of the order and writ is proper. Benby's continued distribution of Ferrero's products is not only prejudicial to the plaintiff as exclusive distributor with exclusive right to resell and distribute the products under the distribution agreement but is a clear violation of the amended order and the writ of preliminary mandatory injunction and therefore should be enjoined by the court sheriff as held in Yu vs. Court of Appeals, 217 SCRA 328, 332.

On January 23, 2017, the court received plaintiff's Ex-Parte Omnibus Motion dated January 20, 2017. The motion asked the court to direct the Bureau of Customs to release all shipments of defendant's products to plaintiff alone and to direct the court sheriff to implement the amended order and writ of preliminary injunction against Benby Enterprises, Inc.'s warehouse.

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DINOSA C. TULEDANES VALENZUELA
CLERK OF COURT VI

On January 27, 2017, defendant filed a motion to expunge plaintiff's ex-parte motion dated January 20, 2017 stating that:

1. The ex-parte motion did not contain a notice of hearing;
2. The ex-parte motion involve contentious issues affecting the rights of the defendant;
3. The ex-parte motion involve issues which are pending before this court;
4. The amended order only enjoined defendant from committing acts in furtherance or in the implementation and enforcement of the notice of non-renewal of the distributorship agreement;
5. The amended order did not direct the defendant to communicate with the plaintiff as regards the distribution of its products in the Philippines or enjoin the defendant from distributing its products in the Philippines through another distributor or extend the term of the distribution agreement beyond August 31, 2014;
6. This court cannot extend the term for the expired distribution agreement;
7. The defendant objected to the sheriff's service of documents to the Bureau of Customs.

On January 27, 2017, defendant also filed a Manifestation stating that in causing the publication of an advertisement in the January 23, 2017 edition of the Philippine Daily Inquirer, plaintiff misrepresented the amended order dated November 29, 2016. According to defendant, there was misrepresentation because the amended order never said that the plaintiff remains the exclusive distributor of Ferrero products in the Philippines. Further, defendant states that plaintiff's misrepresentation has been fully explained in its comment by asserting that this court cannot extend an expired contract or force the parties to continue performing their obligations under an expired contract and presumably this court is aware which is why there is nothing to this effect in the amended order.

On February 6, 2017, defendant filed its reply to plaintiff's opposition to the manifestation and motion dated January 12, 2017 stating that:

1. Defendant has the personality to question the sheriff's unauthorized and suspicious service of the court documents on the Bureau of Customs;
2. The court did not direct the sheriff to serve those documents on the Bureau of Customs officers. Among others, the sheriff is required to strictly comply with the court orders to the letter;
3. This court has the power to control the conduct of its ministerial officers under Section 5 (d), Rule 135 of the Rules of Court;
4. The Bureau of Customs is not acting for and in behalf of the defendant;
5. The Bureau of Customs cannot be viewed as acting for and in behalf of the defendant simply because the goods of that private person cannot enter the Philippines without being inspected and assessed the appropriate tariffs.

On February 3, 2017, plaintiff filed its opposition to defendant's motion to expunge dated January 27, 2017 arguing that:

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D. Valenciano
DIOSE A. C. VALENCIANO
CLERK OF COURT V

1. The ex-parte omnibus motion is valid and can be acted upon by this court notwithstanding the rules on motions under the Rules of Court because the Supreme Court already recognized the validity of ex-parte motions in situations and under circumstances of emergency and where notice or the resulting delay might tend to defeat the objective of the motion;
2. To date, defendant continuous to ignore the amended order of this court dated November 29, 2017 including the writ of preliminary mandatory injunction;
3. The reliefs prayed for are in furtherance of the immediate implementation of the writ of preliminary mandatory injunction.

On February 6, 2017, defendant filed its rejoinder to plaintiff's reply and opposition dated January 23, 2017, stating that:

1. It has explained in its comment that only the dispositive portion of the amended order may be executed or enforced;
2. This court cannot further amend the amended order because the defendant has already appealed the amended order to the Court of Appeals by way of petition of review and as a result, this court has already lost jurisdiction over the case and can no longer amend, revise, change or expunge what it had enjoined the defendant from doing.

On the issue of forum-shopping, defendant argues that its comment is not a motion for reconsideration of the amended order because it did not ask the court to do anything and does not fall under the definition of a motion because it did not apply for any relief. It merely filed the comment in response to plaintiff's motion for determination of compliance. The most important factor in determining whether there is forum shopping is whether a final judgment in one case will amount to res judicata in another. This is not the case here. The motion for determination and the comment and the appeal pending before the Court of Appeals are completely different. On the December 21, 2016 order, the defendant has the personality to question the December 21, 2016 order because it is a party to this case while the December 21, 2016 order directs the service of the amended order and the writ on a non-party. Benby is not a party in this case and therefore it should not be served with much less bound by any orders or writs issued in this case. While defendant and Benby are parties to a contract, they have separate juridical personalities and deal with each other on an arms-length basis with neither acting for and in behalf of the other. Plaintiff has not presented any evidence to show otherwise that would establish that Benby is the agent of defendant or an entity acting in its behalf. Defendant filed the motion for reconsideration because this court prejudged the merits of plaintiff's motion for determination even before it had the opportunity to respond. The case of Yu vs. Court of Appeals is not applicable and is pointless to serve copy of the order to Benby because it did not enjoin defendant from dealing with other distributors. The amended order did not prohibit the defendant from dealing with other distributors or directed the defendant to deal exclusively with the plaintiff. The sheriff has no authority to disrupt those dealings. Benby being a stranger to this case is not bound by the court's decision.

On February 7, 2017, defendant filed its reply to plaintiff's opposition to its motion to expunge, stating that:

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DIOSEFA C. TULEDANES VALENCIA
CLERK OF COURT VI

1. Plaintiff misquoted the Supreme Court's decision in Amante and Sarmiento which dealt with motions requesting for extension of time to file pleadings;
2. The ex-parte motion involves contentious issues which plaintiff has not refuted. Plaintiff did not also refute that the ex-parte motion affects issues which are currently pending;
3. It is irrelevant whether or not the ex-parte motion is in furtherance of the immediate implementation of the writ, hence, it should have been set for hearing and served on the defendant;
4. Being a worthless piece of paper, this court has no authority to act upon.

In its Opposition Ad Cautelam to the plaintiff's ex-parte omnibus motion, defendant merely reiterated the same grounds which it already raised in its series of pleadings filed with this court by way of opposition to plaintiff's ex-parte motion in addition to its prayer to expunge said motion and or deny the same.

DISPOSITION

It is not disputed that the defendant on December 15, 2016 after receipt of the copy of the court's amended order dated November 29, 2016 filed a petition for review with prayer to stay the assailed amended order before the Court of Appeals under the Special Rules of Court for Alternative Dispute Resolution. Defendant presented the following issues:

1. Whether the legal arguments have to be proved;
2. Whether the respondent (Composite) has abandoned its right to apply for interim relief preparatory to an arbitration proceedings because of its inordinate delay to commence arbitration;
3. Whether respondent (Composite) has a right in esse;
4. Whether the injury to the respondent (Composite) is irreparable;
5. Whether the act sought to be enjoined had been rendered fait accompli by the expiration of the distribution agreement on August 1, 2012 pursuant to petitioner's notice of non-renewal of 7 February 2012;
6. Whether the parties can be compelled to enter into a contract thru an injunctive writ;
7. Whether the injunctive writ can restrain an act performed abroad.

To this day, despite the prayer of defendant for issuance of a temporary restraining order and writ of preliminary injunction directing this court or its representative to cease and desist from implementing the amended order dated November 29, 2016, no TRO or preliminary injunction was issued.

By reason of the pendency of defendant's petition with the Court of Appeals this court will not entertain or endeavour to rule on the same issues raised by defendant before this court assailing the validity and enforceability of the amended order and the justification for the issuance of the writ of preliminary mandatory injunction. Instead, the court will focus on the issue of the propriety of the court's order which directed the sheriff to furnish copies of the amended order and the writ of mandatory preliminary injunction to Benby Enterprises and the action of the sheriff in furnishing copies of the same documents to the Bureau of Customs without any court order.

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DIOSFA C. TOLEDANES VALENTE
CLERK OF COURT VI

For reference, the dispositive portion of the amended order dated November 29, 2016 reads:

"WHEREFORE, premises considered, the application of plaintiff for interim measure of protection including writ of preliminary mandatory injunction is granted to protect the vested rights of plaintiff pursuant to Section 28 of the ADR Act of 2004.

Consequently, defendant Ferrero Asia Limited (Singapore Branch), its agents, representatives, successors in interest and all persons acting for and its behalf are enjoined from committing acts in furtherance or in the implementation and enforcement of the notice of non-renewal of the distributorship agreement conditioned upon the posting of a bond in the amount of Php5, 000, 000.00 to the effect that plaintiff will pay defendant Ferrero all damages which it may sustain by reason of the injunctive writ if the court should finally decide that the plaintiff is not entitled thereto.

Conformably with the decision and resolution in CA GR SP No. 126176 and GR No. 218720 rendered by the Court of Appeals and the Supreme Court respectively, the parties are referred for arbitration pursuant to the arbitration clause in the distribution agreement."

As earlier mentioned, there is no restraining order or preliminary injunction issued by the Court of Appeals on the amended order dated November 29, 2016. As such, it is imperative that the writ of preliminary mandatory injunction issued by this court to preserve the status quo ante respecting the rights of the parties prior to the controversy should be implemented and enforced to prevent the same from being rendered moot, nugatory, ineffectual or impossible to enforce.

Moreover, even if an appeal was taken by defendant from the amended order of this court, the order for injunction is immediately executory and not stayed by the appeal. On appeal therefrom, the appellate court in its discretion may make an order suspending, modifying, restoring or granting the injunction xxx (Section 4, Rule 39 of the Rules of Court). In this case, no TRO or injunction was issued by the Court of Appeals.

Defendant insists that the dispositive portion of the order merely enjoins defendant Ferrero Asia Limited (Singapore Branch), its agents, representatives, successors in interest and all persons acting for and its behalf from committing acts in furtherance or in the implementation and enforcement of the notice of non-renewal of the distributorship agreement conditioned upon the posting of a bond in the amount of Php5, 000, 000.00 to the effect that plaintiff will pay defendant Ferrero all damages which it may sustain by reason of the injunctive writ if the court should finally decide that the plaintiff is not entitled thereto.

In this case however, defendant deliberately omitted the first paragraph of the dispositive portion of the amended order which reads:

"WHEREFORE, premises considered, the application of plaintiff for interim measure of protection including writ of preliminary mandatory injunction is granted to protect the vested rights of plaintiff pursuant to Section 28 of the ADR Act of 2004.

In the omnibus order, the court made an extensive and explicit discussion and settlement on the issue of plaintiff's entitlement to the writ by stating that "in this case, the status quo to be restored before the parties' dispute is referred for

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DOLores C. ALFONSO VALENZUELA
CLERK OF COURT V

arbitration is the situation in which the plaintiff was before defendant unilaterally and unjustifiably terminated the distributorship agreement. Obviously, plaintiff was the exclusive distributor of defendant's product in the Philippines before the agreement was terminated. Its rights or interest must be preserved and protected before and after the parties are referred for arbitration." Injury to the plaintiff is irreparable since there is no standard by which the amount of loss can be measured with reasonable accuracy, that is, not susceptible of mathematical computations. Its effect is to re-establish and maintain a pre-existing and continuing relationship between the parties, arbitrarily interrupted by Ferrero when the latter served to Composite a notice of non-renewal of the distributorship agreement. The preliminary mandatory injunction does not establish a new relationship while the case is under arbitration.

The clear import of the amended order is that the court did not only enjoin the defendant Ferrero Asia Limited (Singapore Branch), its agents, representatives, successors in interest and all persons acting for and its behalf from committing acts in furtherance or in the implementation and enforcement of the notice of non-renewal of the distributorship agreement but also restored the status quo for the parties to continue their oral contract where the plaintiff remains as the exclusive distributor of Ferrero's products in the Philippines.

As in the execution of judgment, the dispositive part of the omnibus order must find support from the order's ratio decidendi.

The order of the court which directed the sheriff to serve copies of the order and the writ to Benby Enterprises must stand. Obviously Benby is an agent of Ferrero in the Philippines, hence, covered by the writ. Though not originally impleaded as a respondent or a non-party to the case, Benby despite receipt of the writ continues to distribute Ferrero products in the Philippines, hence, its acts are involved in the proceedings and may be restrained. Moreover, being a separate and distinct juridical personality, Ferrero has no personality to represent Benby in this case unless the latter gives its conformity. The issue of lack of jurisdiction of this court over Benby is personal to the latter and may only be invoked by Benby and not the defendant.

Anent, the service by the sheriff of copies of the amended order and writ to the Bureau of Customs without order from this court, it cannot be stressed strongly enough that although the sheriff may be steeped in head knowledge regarding his ministerial duties, he is still imbued with dedication and commitment better associated with heart wisdom. Since the writ was placed in the hands of the sheriff, it is his mandated ministerial duty in the absence of any instruction to the contrary to proceed with reasonable celerity and promptness to implement the writ according to its mandate. He may exercise a reasonable discretion and must exercise the care which a reasonably prudent person would exercise under like conditions and circumstances endeavouring to satisfy the purposes of the writ. The service of the writ to the Bureau of Customs is not in any way connected or related to any forfeiture or seizure proceedings conducted by the Bureau of Customs or an interference with its proceedings. Rather, the service of the documents was made to implement and enforce the writ of preliminary mandatory injunction in order for the plaintiff to comply with the amended order and the writ issued by this court. The Bureau of Customs is the agency where the imported goods of defendant pass through before they are delivered to Benby, now the distributor of Ferrero's products in the Philippines.

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Diosfa C. Tuladanes
DIOSFA C. TULADANES VALENCIA
CLERK OF COURT VI

It is but proper that the Bureau of Customs be notified that the defendant is openly defying the amended order of this court by continuously delivering products to Benby using the Bureau. Verily, the open defiance of defendant is contrary to the amended order dated November 29, 2016. As mentioned, the order explicitly restored the contractual relations of the parties and placed the plaintiff once again as the exclusive distributor of defendant's products in the Philippines.

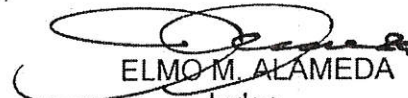
The court does not also find any misrepresentation made by the plaintiff in causing the publication of an advertisement in the January 23, 2017 edition of the Philippine Daily Inquirer. The amended order explicitly states that "in this case, the status quo to be restored before the parties' dispute is referred for arbitration is the situation in which the plaintiff was before defendant unilaterally and unjustifiably terminated the distributorship agreement. Obviously, plaintiff was the exclusive distributor of defendant's product in the Philippines before the agreement was terminated. Its rights or interest must be preserved and protected before and after the parties are referred for arbitration."

From the time the writ was issued, the sheriff has not sought any clarification from this court, hence, it can be safely concluded that the amended order is not ambiguous. The sheriff should be reminded that the purpose of the court in issuing the writ is to preserve the status quo by restraining the action of defendant Ferrero from continuously defying the amended order and the participation of Benby from continuously distributing Ferrero's products.

In view of the foregoing and in the absence of a restraining order and preliminary injunction from the Court of Appeals, the sheriff is directed to proceed with reasonable celerity and promptness in implementing and enforcing the writ of preliminary mandatory injunction according to its mandate. The sheriff is directed to submit his report and return within thirty (30) days from receipt of this order. Likewise, the Bureau of Customs is directed to assist the sheriff in implementing the writ by holding the shipment of Ferrero and its agents except if the shipments are consigned to plaintiff Composite. Clearly, this directive is issued in order that the writ may not be rendered moot, nugatory, ineffectual and impossible to enforce due to the continued defiance of defendant and its agents to comply.

SO ORDERED.

City of Makati, 10 March 2017.


ELMO M. ALAMEDA
Judge

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CLERK OF COURT IV

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REPUBLIC OF THE PHILIPPINES
REGIONAL TRIAL COURT
NATIONAL CAPITAL JUDICIAL REGION
CITY OF MAKATI
BRANCH 150

PAID
07 DEC 2016

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COMPOSITE ENTERPRISES CORPORATION,

Plaintiff,

- versus -

CIVIL CASE NO. 12-509

FERRERO ASIA LIMITED
(SINGAPORE BRANCH),

Defendant,

X-----X

WRIT OF PRELIMINARY MANDATORY INJUNCTION

TO: SHERIFF JOSEPH EDWIN C. CARREON
Branch Sheriff RTC Br. 150, Makati City

GREETINGS:

WHEREAS, after due notice and hearing, this Court issued an Order dated November 29, 2016, the dispositive portion of which reads as follows:

"WHEREFORE, premises considered, the application of plaintiff for an interim measure of protection including writ of preliminary mandatory injunction is granted to protect the vested rights of plaintiff pursuant to Section 28 of the ADR Act of 2004."

Consequently, defendant Ferrero Asia Limited, Singapore Branch, its agents, representatives, successors in interest and all persons acting for and in its behalf are enjoined from committing acts in furtherance of or in the implementation and enforcement of the NOTICE OF NON-RENEWAL of the DISTRIBUTORSHIP AGREEMENT conditioned upon the posting of a bond in the amount of FIVE MILLION PESOS (Php5,000,000.00) to the effect that plaintiff will pay defendant Ferrero all damages which it may sustain by reason of the injunctive writ if the court should finally decide that plaintiff is not entitled thereto.

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DIONISIA B. VALENCIA
CLERK OF COURT V

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Writ of Preliminary Mandatory Injunction
Civil Case No. 12-509
Page 2

Conformably with the decision and resolution in CA GR SP No. 126176 and GR No. 218720 rendered by the Court of Appeals and the Supreme Court respectively, the parties are referred for arbitration pursuant to the arbitration clause in the Distribution Agreement.

SO ORDERED."

WHEREAS, on December 6, 2016, this Court issued an order, approving the Injunction Bond, issued by Country Bankers Insurance Corporation in the amount of FIVE MILLION PESOS (Php5,000,000.00).

NOW THEREFORE, we command you to implement the Order dated November 29, 2016 RESTRAINING AND/OR ENJOINING the defendant Ferrero Asia Limited, Singapore Branch, its agents, representatives, successors in interest and all persons acting for and in its behalf from committing acts in furtherance of or in the implementation and enforcement of the NOTICE OF NON-RENEWAL of the DISTRIBUTORSHIP AGREEMENT.

Furnish this Court a return of this Writ with a report of the proceedings you have undertaken.

WITNESS, the Honorable Presiding Judge of this Court, HON. ELMO M. ALAMEDA, this 7th day of December 2016.

Diosfa

ATTY. DIOSFA TOLEDANES-VALENCIA
Branch Clerk of Court

/jec

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PICAZO BUYCO TAN FIDER & SANTOS
LAW OFFICES
RECORDED
DEC 07 2016
By: *Michelle*
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DIOSFA C. TOLEDANES VALENCIA
CLERK OF COURT V