

**REPUBLIC OF THE PHILIPPINES
REGIONAL TRIAL COURT
FOURTH JUDICIAL REGION
BRANCH 163
Coron, Palawan**

**BCT TRADING AND
CONSTRUCTION and
428 HI-TECH GROUP, INC.,
Plaintiffs,**

-versus-

**Civil Case No. CRN-1084
For: INJUNCTION and
DAMAGES**

**ROBERTO B. MAGALLANES,
JOSE B. MAGALLANES JR.
ET.AL.,
Defendants.**

X-----X

COMMENT/OPPOSITION

(To: Motion for Reconsideration filed July 12, 2023)

DEFENDANTS, by way of the undersigned counsel and unto this Honorable Court, most respectfully aver:

1. The honorable court gave Defendants Ten (10) days or until the 27th of July 2023 to file this Comment/Opposition.
2. With due respect, Plaintiffs have not presented any new facts, nor raised any other point that would justify a reversal of the Resolution of this honorable court denying the Plaintiffs' application for a Writ of Preliminary Injunction. In sum, their Motion for Reconsideration is a mere rehash of what they stated in their Position Paper.

**This Honorable Court
correctly ruled that Plaintiffs
are mere contractors to the
Coron Bay Development**

Project. They have no legal personality in so far as the contract between the Memorandum of Agreement of the Provincial Government of Palawan with the Philippine Reclamation Authority.

3. Plaintiffs' reliance on the pronouncements of the Supreme Court in the cases of *Kilosbayan vs. Guingona* and *Aurbach, et. al. vs. Sanitary Wares Manufacturing Corporation* is misplaced. Plaintiffs' partnership agreement with the Provincial Government of Palawan is governed by their CJVA. There is no need to interpret or define the relationship that existed between them as they are explicitly provided in the said CJVA.
4. As a matter of fact, the CJVA provides for the mechanism or procedure for dispute resolution in case any controversy arises between the parties therein. Section 8 specifies about rescission and suspension of the project. Section 9 talks about Liability and Section 10 provides for the remedy in dispute resolution.
5. Clearly, there are other available remedies for the Plaintiffs within the said CJVA, than to ask for an Injunction against defendants Magallanes herein, who have nothing to do with either the Memorandum of Agreement of the Provincial Government of Palawan and the Philippine Reclamation Authority, nor the CJVA between the Provincial Government of Palawan and the Plaintiffs.
6. Thus, Plaintiffs cannot validly claim that "there is no other ordinary, speedy and adequate remedy that exists to prevent the infliction of irreparable injury".

Plaintiffs' assumption that PRA recognized them as "joint venturers" with the Provincial Government of Palawan is based on mere conjectures.

7. Plaintiffs' reliance on some indirect proofs that they enumerated under Section 2.01, subsections (a)(b)(c) and (d) is clearly

misplaced as there was no categorical acceptance nor acknowledgment on the part of the PRA that Plaintiffs have become parties to the MOA of the PRA with the Provincial Government of Palawan.

8. What was very evident on the communications of the PRA to the Provincial Government of Palawan was the constant reminder that mandatory requirements are lacking in compliance, particularly the Area Clearance, which by admission of the Plaintiffs, was never produced.
9. More importantly, whatever contractual relationship that the Provincial Government of Palawan had with the PRA ended when the latter issued PRA Board Resolution No. 5541, Series of 2022, forfeiting the reclamation.
10. To reiterate, the Provincial Government of Palawan has lost any of its rights under the MOA of 2009 in view of the said total forfeiture, and the Plaintiffs as their joint venture partners suffer the same fate. As such, Plaintiffs do not have a clear and unmistakable right, as the same has become doubtful and under dispute in view of the total forfeiture. And enforcing said doubtful and disputable right against herein Defendants Magallanes brothers, made it even more untenable and invalid.

**The Honorable Court
correctly ruled that “Plaintiffs
have no right in esse to be
granted an Injunctive Writ.”**

11. As such, it is wrong on the part of the Plaintiffs to claim that they have “unmistakable right which Magallanes Brothers have trampled upon”.
12. Despite glaring evidence, Plaintiffs still could not accept that fact that it was not Magallanes Brothers who implemented the mitigation measures. Defendants Magallanes brothers could not have done so in their own capacity. It was, as admitted by PRA and the DENR, a joint effort and unanimous action on the part of the inter-agency task force created for that specific purpose – to rectify the severe environmental damage that Plaintiffs have done in Coron Bay.

13. Also, it is **NOT** true, as falsely alleged by Plaintiffs in Section 3.04.2 of their Motion for Reconsideration, that *“there is no legally constituted IATF, and the government officials attending the meetings convened by the Magallanes brothers or SAGIP CORON are not acting under any legal mandate from their respective offices. This is most likely the reason why these government offices have not performed or participated in any of the actions committed last 27 February 2023. Although their presence there while defendant Magallanes brothers committed their unlawful activities may be considered as gross negligence on their part”*.

No less than the Office of the President directed the concerned government agencies to coordinate with Sagip Coron regarding the “Rehabilitation of Coron Palawan” relating to environmental degradation due to illegal reclamation and massive quarrying.

14. The Letters from the Office of the President addressed to the Secretary of the DENR, Secretary of the DILG, and the Mayor of Coron, Palawan clearly stated the mandate coming from the Office of the President himself. Thus, Plaintiffs’ claim is utterly baseless.
15. It is also absurd for the Plaintiffs to allege that the presence of the concerned government agencies last February 27, 2023, does not amount to participation and performance of the planned mitigation measures, but mere act of negligence. It does not need a lot of rationalization to conclude that the mitigation measures implemented last February 27, 2023 was a unanimous act amongst the inter-agency task force consisting of the Defendants Magallanes brothers herein and the nominal defendants, concerned government agencies.
16. As government officials, the nominal defendants who attended the February 27, 2023, implementation of mitigation measures, enjoy the presumption of regularity in the performance of their

duties. And to accuse them of gross negligence by being there is senseless, and callous denunciation on the part of the Plaintiffs.

**The FORFEITURE ORDER
issued by the PRA is valid
and binding.**

17. Unless PRA Board Resolution No. 5541, Series of 2022, “forfeiting the entire reclaimed land (with a total area of about 22 hectares) due to unauthorized reclamation” is declared null and void, or revoked, the same is valid and binding as against anyone.
18. Plaintiffs could not just self-servingly claim that they are not bound by the Forfeiture Order since they have not been formally informed thereof. If they are questioning the validity of the Forfeiture Order, then this is not the proper action. Plaintiffs do not have the right to sue Defendants Magallanes brothers simply because the former could not accept the effects of the Forfeiture Order, and misguidedly aiming their wrath on innocent parties.

**The Provincial Government of
Palawan, as claimed by the
Plaintiffs to be their joint
venture partner, should have
informed the Plaintiffs of the
Forfeiture Order.**

19. Section 4.3 (e) of the said CJVA states that, among the common obligations of the parties therein is to “Communicate to the other party any information that may affect the Project or its timely implementation and completion.”
20. Clearly, the Provincial Government of Palawan has been fully aware of the Forfeiture Order as the same has been mentioned in Provincial Resolution No. 17440 Series of 2022. And for Plaintiffs to claim that they have not been duly informed is simply unbelievable.
21. Unmistakably, there is no cogent or persuasive reason for the honorable court to reverse its Resolution denying the Plaintiffs’ application for a Writ of Preliminary Injunction.

PRAYER

WHEREFORE, in view of the foregoing, Defendants Magallanes brothers, by way if the undersigned counsel, most respectfully pray that the Motion for Reconsideration filed by the Plaintiffs be **DENIED for utter lack of merit.**

Relief and other remedies available under the circumstances are likewise prayed for.

Respectfully submitted this 26th day of July 2023. Makati City for Coron, Palawan.

SAN DIEGO LAW OFFICE

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By:



ATTY. SHEILLA F. SAN DIEGO

IBP OR # 304915 Makati Chapter 01-26-2023

PTR OR# 9692042 / 03-24-2023

Roll No. 44130

MCLE Nos. VII-0026952 April 14, 2025

Copy Furnished:

Alampay & Tamase Law office

Legal Counsel for
BCT Trading & Construction
428 Hi-Tech Group

PRA

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MWSS Building,, Katipunan Road,
Balara, Quezon City, 1119 Metro Manila

DENR & DPWH

Office of the Solicitor General

134 Amorsolo Street, Legazpi Village
Makati City 1229

LGU-Coron Palawan

Municipal Government of Coron Palawan
Office of the Mayor
Municipal Hall, Coron Palawan

MANIFESTATION and EXPLANATION

Service of the foregoing Comment/Opposition upon the Plaintiffs and Co-Defendants, and thru their legal counsel was done via electronic mail and private courier instead of personal service in view of the considerable distance and lack of material time to effect personal service.


Atty. Sheilla F. San Diego

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Cut-Off	: 04:30 PM	Total Sales	: 122.32
Actual Wt (Kg.)	: 0.00	12% VAT	: 14.68
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 Area Dest. : METRO MANILA
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 Cut-Off : 04:30 PM
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 VAT-Exempt : 0.00
 VAT Zero-Rated : 0.00
 10AM Pickup Fee : 0.00
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 12% VAT : 9.64
 Amount Due : 90.00
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SAN DIEGO, ATTY SHEILLA

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MUNICIPAL, GOVERNMENT OF CORON PALAWAN

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 VAT-Exempt : 0.00
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 Total Sales : 122.32
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 Amount Due : 137.00
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Signature of Associate

SAN DIEGO, ATTY SHEILLA

Signature of Shipper

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CONSIGNEE**OFFICE, OF THE SOLICITOR GENERAL**

And or/ care of : /
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 12% VAT : 9.64
 Amount Due : 90.00
 Discount : 0.00
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JUN PAULO PANTILIO

Signature of Associate

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Signature of Shipper

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 MATANGANG BALARA QUEZON CITY NATIONAL
 CAPITAL REGION (NCR)
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VATable(Freight) : 80.36
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