Republic of the Philippines
Supreme Court
Manila

SECOND DIVISION

MANIS SHIPPING PTE. LTD., *Petitioner,*	**G.R. No. 259868**
- versus -	Present: LEONEN, *S.A.J.*, Chairperson, LAZARO-JAVIER,
CENTURY PEAK CORPORATION, *Respondent.*	LOPEZ, M. LOPEZ, J., and KHO, JR., *JJ.*
	Promulgated: NOV 13 2023

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D E C I S I O N

KHO, JR., *J.*:

Before the Court is a Petition for Review on *Certiorari*[1] under Rule 45 of the Rules of Court filed by petitioner Manis Shipping Pte. Ltd. (Manis), assailing the Decision[2] dated August 26, 2021 and the Resolution[3] dated March 10, 2022 of the Court of Appeals (CA) in CA-GR. SP No. 168181, which set aside the Decision dated September 28, 2020 of the Regional Trial Court (RTC) of Makati City, Branch 137 and the Resolution dated February 5, 2021 of the RTC, Branch 147.[4] The CA ruling, in essence, dismissed the Petition for Recognition and Enforcement of a Foreign Arbitral Award (Petition for Recognition) filed by Manis.

The Facts

This case stemmed from the aforementioned Petition for Recognition filed by Manis, a foreign corporation organized and existing under the laws

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1 *Rollo*, pp. 61–110.

2 *Id.* at 18–42. Penned by Associate Justice Edwin D. Sorongon, with Associate Justices Perpetua Susana T. Atal-Paño and Carlito B. Calpatura concurring.

3 *Id.* at 44–50.

4 Copy of the RTCs' Decision and Resolution were not attached to the *rollo*; *see id.* at 18–19, 22–23, 26, 75 and 77. The RTC Decision was penned by Presiding Judge Ethel V. Mercado-Gutay (*see id.* at 75) while the RTC Resolution was penned by Presiding Judge Amifaith S. Reyes (*see id.* at 77). The Resolution was rendered by a different judge owing to the Motion for Voluntary Inhibition filed by Century Peak Corporation against Judge Ethel V. Mercado-Gutay, who granted the said motion in an Order dated December 29, 2020 (*see id.* at 26 and 75–77).

of Singapore,[5] seeking to enforce an arbitral award rendered by Sir David Steel[6] against respondent Century Peak Corporation (Century),[7] a domestic corporation engaged in the business of mining.[8]

Sometime in 2015, RGL Holdings Company Ltd. (RGL) purchased 55,000 wet metric tons of nickel ore from Century amounting to USD 1,595,000.00.[9] Per their contract, RGL and Century agreed, in transporting the nickel ore from Dinagat Islands, Philippines to Liayungang, China, for RGL to book and provide the vessel and that the basis of delivery would be "*FREE on Board (F.O.B.) Mother vessel, stowed and trimmed at the loading port of the Philippines*."[10] Accordingly, RGL engaged the services of M/V Alam Manis, a vessel owned by Manis, through a voyage charter party dated June 12, 2015 with Yukdat Marine Co., Limited (Yukdat).[11] Yukdat, in turn, held a time charter party dated June 9, 2015 over the said vessel with the owner Manis.[12]

After the loading of the nickel ore was completed on July 12, 2015, a bill of lading, B/L No. PSI150730, was prepared by Manis's shipping agent, Philhua Shipping, Inc., which indicated that Century was the shipper of the nickel ore.[13] Notably, said bill of lading stated that it was "[t]o be used with charter parties." Additionally, the same was not signed by any representative from Century. The vessel then departed Dinagat Islands on the evening of even date.[14] Five days later, however, the vessel was in severe distress allegedly due to the liquefaction of the nickel ore cargo, causing the crew to abandon it.[15] The vessel ran aground on July 18, 2015,[16] a few kilometers from the coast of Candon, Ilocos Sur.[17] After the vessel was salvaged, the cargo was discharged back to Century.[18]

Allegedly pursuant to the voyage charter between RGL and Yukdat, incorporated by reference in the bill of lading,[19] Manis instituted arbitration

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5 *Id.* at 19 and 65.

6 Copy of Arbitral Award not attached to the *rollo*; *see id.* at 20–21, 483–493, and 494–501.

7 Copy of Petition for Recognition not attached to the *rollo*; *see id.* at 21 and 61.

8 *Id.* at 19 and 65.

9 *Id.* at 19 and 448–459 (*See* Article 8.1 [d]; *id.* at 450).

10 *Id.* at 19, 448–459 (*See* Articles 6 & 11.2 [d]; *id.* at 449 & 453) and 494–501 (*See* paragraph 5; *id.* at 495,). "Free on board" or "F.O.B." is a mercantile contract term wherein the seller shall deliver and load the goods at the seller's point at his expense or free of charge to the buyer, but the duty to pay freight charges from the seller's point to the point of destination is on the buyer (*FEATI Bank & Trust Co. v. Court of Appeals*, G.R. No. L-47011, September 30, 1981; *see also Behn, Meyer & Co. (Ltd.) v. Yangco*, G.R. No. 13203, September 18, 1918). In other words, the seller's delivery is complete and the risk of loss passes to the buyer when the goods pass the transporter's rail, and the buyer is responsible for all costs of carriage (*see* BLACK'S LAW DICTIONARY, 9th ed., p. 765).

11 *Id.* at 460–465.

12 *Id.* at 19, 23, 67–68, and 502–504.

13 *Id.* at 20 and 473–476.

14 *Id.* at 20 and 24.

15 *Id.* at 20, 24, 67, and 494–501 (*See* paragraphs 15–17; *id.* at 497).

16 *Id.* at 20, 24, and 67.

17 *Id.* at 494–501 (*See* paragraph 20, which identified the location as "17° 09.6' N; 120° 23.82' E."; *id.* at 498).

18 *Id.* at 24.

19 *Id.* at 23 and 68.

proceedings in London, United Kingdom in 2017 against Century to claim losses and costs for the shipping and damage sustained by its vessel, amounting to USD 7,228,063.61.[20] On June 17, 2019, the lone arbitrator, Sir David Steel, issued the Foreign Arbitral Award subject of the Petition for Recognition, directing Century to pay Manis USD 7,167,974.10, recoverable costs in the sum of USD 57,088.98, and costs of the award amounting to GBP 5,750.00, all with interest at 4.5% per annum until date of payment, or reimbursement of the costs of the award.[21]

In view thereof, Manis filed the said Petition for Recognition[22] on January 29, 2020.

The RTC Proceedings

Noting that Manis only attached photocopies of the arbitration agreement and arbitral award to its Petition for Recognition, the RTC issued an Order[23] on February 7, 2020 which required it to submit authentic copies thereof[24] pursuant to Rule 13.5[25] of the Special Rules of Court on Alternative Dispute Resolution[26] (Special ADR Rules). In compliance, Manis submitted an original copy of the Foreign Arbitral Award and a printout of the e-mail dated July 14, 2017 with a copy of the voyage charter party allegedly containing the arbitral agreement.[27]

In a Decision[28] dated September 28, 2020, the RTC, Branch 137 gave recognition to the Foreign Arbitral Award and accordingly, directed the issuance of a writ of execution to enforce the same.[29]

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20 *Id.* at 20, 24, and 67.
21 *Id.* at 20–21, 24, and 71–72.
22 *Id.* at 21, 25, and 72.
23 Order of RTC not attached to the *rollo*; *see id.* at 21, 25, and 512.
24 *Id.* at 21 and 25.
25 Rule 13.5. *Contents of petition.* — The petition shall state the following:

a. The addresses of the parties to arbitration;

b. In the absence of any indication in the award, the country where the arbitral award was made and whether such country is a signatory to the New York Convention; and

c. The relief sought.

Apart from other submissions, the petition shall have attached to it the following:

a. An authentic copy of the arbitration agreement; and

b. An authentic copy of the arbitral award.

If the foreign arbitral award or agreement to arbitrate or submission is not made in English, the petitioner shall *also* attach to the petition a translation of these documents into English. The translation shall be certified by an official or sworn translator or by a diplomatic or consular agent.

26 A.M. No. 07-11-08-SC (September 1, 2009).
27 *Rollo*, pp. 21, 25, and 72–74. *See also rollo*, pp. 513–519.
28 Copy of RTC Decision not attached to the *rollo*; *see id* at 18, 22, 26, and 75. Rendered by Presiding Judge Ethel V. Mercado-Gutay (*see id.* at 75).
29 *Rollo*, pp. 22 and 26

Century moved to reconsider the Decision, arguing that the Petition for Recognition had several procedural infirmities and that its delayed participation in the case was due to a conflation of illness and resignation of its personnel who handled the summons with two COVID-related office lockdowns.[30] This was, however, denied in a Resolution[31] dated February 5, 2021 rendered by the RTC, Branch 147. Undeterred, Century filed a Rule 65 petition for *certiorari* before the CA.[32]

The CA Ruling

In a Decision[33] dated August 26, 2021, the CA granted the petition for *certiorari*, and accordingly, set aside the RTC ruling. Finding that the RTCs gravely abused its discretion when it found the Petition for Recognition sufficient in form and substance,[34] the CA ruled that the RTC, Branch 137 should not have given due course to the Petition for Recognition because Manis failed to provide an authentic or original copy of the arbitration agreement, which is a jurisdictional requirement under Rule 13.5 of the Special ADR Rules.[35] It found Manis's claim that the e-mail printout should be accepted because the sole arbitrator found it to be in order, erroneous, noting that it would not have been necessary for both the New York Convention[36] and the rules to even require the submission of authentic copies if that was the case.[37] The CA further held that the e-mail printout was not properly authenticated following the Rules on Electronic Evidence.[38]

Manis moved for reconsideration but the same was denied in a Resolution[39] dated March 10, 2022; hence, this petition.

The Issue Before the Court

The core issue for the Court's resolution is whether the CA correctly ruled that the RTC gravely abused its discretion in granting Manis's Petition

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30 *Id.* at 22–23, 26, and 98.

31 Copy of RTC Resolution not attached to the *rollo*; *see id.* at 18–19, 23, and 77. Rendered by Presiding Judge Amifaith S. Reyes (*see id.* at 77). The Resolution was rendered by a different judge owing to the Motion for Voluntary Inhibition filed by Century against Judge Ethel V. Mercado-Gutay, who granted the said motion in an Order dated December 29, 2020 (*see id.* at 26 and 75–77).

32 *Rollo*, pp. 18, 28–29, 77.

33 *Id.* at 18–42. Penned by Associate Justice Edwin D. Sorongon, with Associate Justices Perpetua Susana T. Atal-Paño and Carlito B. Calpatura concurring.

34 *Id.* at 41.

35 *Id.* at 30–31 and 35–36. *Citing* the cases *Lombard-Knight v. Rainstorm Pictures, Inc.* [2014], EWCA Civ 356, March 27, 2014 (Court of Appeal – Civil Division, England & Wales, United Kingdom) and *Altain Khuder LLC v. IMC Mining, Inc.* [2011], VSC 1, January 28, 2011 (Supreme Court of Victoria at Melbourne – Commercial and Equity Division, Australia).

36 UNITED NATIONS CONVENTION ON THE RECOGNITION AND ENFORCEMENT OF FOREIGN ARBITRAL AWARDS (New York, June 10, 1958). The Philippines had acceded to the New York Convention on July 6, 1967.

37 *Rollo*, p. 36.

38 *Id.* at 36–37.

39 *Id.* at 44–50. Penned by Associate Justice Edwin D. Sorongon, with Associate Justices Perpetua Susana T. Atal-Paño and Carlito B. Calpatura concurring.

for Recognition.

In its petition, Manis argues that the CA, in finding grave abuse on the part of the RTCs, failed to apply the principle, policy, and rule favoring arbitration and the recognition and enforcement of arbitral awards.[40] It asserts that the jurisdiction of the RTCs was established when Century was provided a copy of the Petition for Recognition and notice of hearing, as these are the only jurisdictional requirements under Rule 1.9[41] of the Special ADR Rules.[42] It maintains that the rejection by the CA of the email printout with a copy of the voyage charter party showing the arbitral agreement is a hollow formalism that is unwarranted under the New York Convention, and that in any case, it still submitted a judicial affidavit executed by one Mr. Harry Hirst with the e-mail printout to prove the arbitral agreement.[43] Manis submits that the e-mail printout of the voyage charter party is acceptable when taken together with the judicial affidavit, claiming that charter parties in electronic form are customary, acceptable, and compliant with international standards and norms of the shipping industry.[44] It further alleges that Century's arguments impliedly admit the existence of the arbitration agreement and thus, there is no reason for the CA to adopt a strict interpretation of Philippine law and rules on arbitration if the evidence would only be superfluous.[45] Finally, Manis opines that if ever the RTCs did commit an error, such error was not certainly a grave abuse of its discretion.[46]

Century, in its Comment/Opposition[47] dated December 22, 2022, counterargues that it never agreed to submit itself to arbitration in any respect for any of Manis's claims, inasmuch as there is no contract between it and Manis to begin with.[48] It insists that it was RGL that entered into the voyage charter party over the vessel,[49] and emphasizes that it has already performed

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40 *Id.* at 81–84.

41 The provision reads:

> **Rule 1.9.** *No summons.* – In cases covered by the Special ADR Rules, a court acquires authority to act on the petition or motion upon proof of jurisdictional facts, i.e., that the respondent was furnished a copy of the petition and the notice of hearing.
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> (A) *Proof of service.* – A proof of service of the petition and notice of hearing upon respondent shall be made in writing by the server and shall set forth the manner, place and date of service.
>
> (B) *Burden of proof.* – The burden of showing that a copy of the petition and the notice of hearing were served on the respondent rests on the petitioner.
>
> The technical rules on service of summons do not apply to the proceedings under the Special ADR Rules. In instances where the respondent, whether a natural or a juridical person, was not personally served with a copy of the petition and notice of hearing in the proceedings contemplated in the first paragraph of Rule 1.3(B), or the motion in proceedings contemplated in the second paragraph of Rule 1.3(B), the method of service resorted to must be such as to reasonably ensure receipt thereof by the respondent to satisfy the requirement of due process.

42 *Rollo*, pp. 84–87.

43 Copy of the judicial affidavit of Mr. Harry Hirst not attached to the *rollo*; *see id.* at 86–87 and 92.

44 *Rollo*, pp. 92–93.

45 *Id.* at 93–96.

46 *Id.* at 104–105.

47 *Id.* at 386–447.

48 *Id.* at 386, 388, 392, 394, 396, 419, 420–424, and 429–433.

49 *Id.* at 387, 388, 392, 393, and 430.

and discharged its obligations upon completion of the loading of the nickel ore on Manis's vessel.[50] It likewise underscored that the bill of lading should not be construed as a contract of carriage, but merely a receipt of goods and an instrument by which it can draw payment from RGL through the letter of credit.[51] Century further contends that due process was not observed when Manis initiated and secured the Foreign Arbitral Award, as well as when Manis sought to have the same recognized and enforced here, since proper notices were not sent to it, so much so that it only found out about the proceedings after an adverse decision had already been rendered against it.[52] It moreover reiterated its previous argument that the Petition for Recognition should not have been given due course, as the alleged e-mail purportedly containing the arbitration agreement is neither an original nor an authenticated copy thereof.[53] Lastly, Century claims that Manis has already been paid by its underwriters for the damages to its vessel according to its submission to the arbitrator,[54] which thereby renders any arbitral award in Manis's name tantamount to unjust enrichment as it will have collected on the same claim twice.[55] In all, Century pleads the Court to refuse the recognition and enforcement of the Foreign Arbitral Award.[56]

Manis reiterated its arguments in its Reply[57] dated August 22, 2023.

The Court's Ruling

The petition is denied.

I.

At the outset, the Court notes that the petition is not in conformity with the requirement under Section 4, Rule 45 of the Rules of Court that it should be accompanied by ***such material portions of the record that would support it***. The provision states:

> Section 4. *Contents of petition.* — The petition shall be filed in eighteen (18) copies, with the original copy intended for the court being indicated as such by the petitioner and shall (a) state the full name of the appealing party as the petitioner and the adverse party as respondent, without impleading the lower courts or judges thereof either as petitioners or respondents; (b) indicate the material dates showing when notice of the judgment or final order or resolution subject thereof was received, when a motion for new trial or reconsideration, if any, was filed and when notice of the denial thereof was received; (c) set forth concisely a statement of the

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50 *Id.* at 391.
51 *Id.* at 390 and 434–438.
52 *Id.* at 386, 409–410, 414–416, 419, and 438–439.
53 *Id.* at 399–402 and 403–407.
54 *Id.* at 393 and 394.
55 *Id.* at 387, 394, and 426–429.
56 *Id.* at 419, 440, and 442.
57 *Id.* at 532–555.

> matters involved, and the reasons or arguments relied on for the allowance of the petition; (d) be accompanied by a clearly legible duplicate original, or a certified true copy of the judgment or final order or resolution certified by the clerk of court of the court *a quo* and the requisite number of plain copies thereof, **and such material portions of the record as would support the petition**; and (e) contain a sworn certification against forum shopping as provided in the last paragraph of section 2, Rule 42. (Emphasis supplied)

Quite clearly, Section 4(d) uses the conjunctive word "***and***," which signifies that the requirements stated therein are inclusive and cumulative, not alternative.[58] While the petition is accompanied by the assailed CA Decision and Resolution,[59] it is significant that Manis did not include therein or attach thereto clearly legible duplicate copies of the RTC Decision granting recognition to the Foreign Arbitral Award, as well as the Foreign Arbitral Award itself, along with the relevant annexes of the Petition for Recognition as filed with the RTC such as the judicial affidavit of Mr. Harry Hirst, which Manis continuously refer to in support of its case.[60] These, to the Court, are all material **portions** of the record **that should be attached** to or accompany the petition, or else contained in the petition, as these are determinative of Manis's ultimate cause of action. These material portions of the record should not just—as in the case at bar—be merely referred to in the footnotes as having been submitted or attached to pleadings filed in the courts *a quo*. The Court only had access to copies of some of these documents when Century filed its Comment.

As held in *Kumar v. People of the Philippines*,[61] through Justice Marvic M.V.F. Leonen, one of the basic procedural standards which a petitioner must satisfy if one's Rule 45 petition is to be entertained is "that all matters that Section 4 specifies are indicated, stated, or otherwise contained in it"; and failure to strictly comply with the requirements for a Rule 45 petition authorizes the Court to deny outright or deny due course to the same, which may be done without the need for any further action. The Court once more stresses, similar to its emphatic declaration in *Kumar*, that "[t]he stringent requirements for Rule 45 petitions to prosper and the immense discretion vested in the Court are in keeping with the basic nature of a Rule 45 petition as an 'appeal by certiorari[.]'"[62]

II.

Even if the Court chooses to be liberal and sidesteps the stringent requirements under Rule 45, the petition still fails.

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58 *Manansala v. Marlow Navigation Phils., Inc.*, 817 Phil. 84, 107 (2017) [Per J. Leonen, Third Division].
59 *Rollo*, p. 66.
60 *See id.* at pp. 67, 71, and 85–87.
61 874 Phil. 214, 224 (2020) [Third Division].
62 *Id.*

The Court agrees with the CA that the RTCs should not have given due course to the Petition for Recognition for failure of Manis to provide **an authentic or original copy of the arbitral agreement**. The Court finds that this requirement is not only mentioned under Rule 13.5 of the Special ADR Rules, as follows:

> Rule 13.5. *Contents of petition.* — The petition shall state the following:
>
> a. The addresses of the parties to arbitration;
> b. In the absence of any indication in the award, the country where the arbitral award was made and whether such country is a signatory to the New York Convention; and
> c. The relief sought.
>
> Apart from other submissions, the petition shall have attached to it the following:
>
> a. An authentic copy of the arbitration agreement; and
> b. An authentic copy of the arbitral award.
>
> If the foreign arbitral award or agreement to arbitrate or submission is not made in English, the petitioner shall also attach to the petition a translation of these documents into English. The translation shall be certified by an official or sworn translator or by a diplomatic or consular agent.

The foregoing is also stated in Article IV of the New York Convention, which reads:

> Article IV
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> 1. To obtain the recognition and enforcement mentioned in the preceding article, the party applying for recognition and enforcement shall, at the time of the application, supply:
>
> (a) The duly authenticated original award or a duly certified copy thereof;
> (b) The original agreement referred to in article II or a duly certified copy thereof.
>
> 2. If the said award or agreement is not made in an official language of the country in which the award is relied upon, the party applying for recognition and enforcement of the award shall produce a translation of these documents into such language. The translation shall be certified by an official or sworn translator or by a diplomatic or consular agent.[63]

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[63] Article II of the New York Convention as referred to in this provision states:

> **Article II**
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> 1. Each Contracting State shall recognize an agreement in writing under which the parties undertake to submit to arbitration all or any differences which have arisen or which may arise between them in respect of a defined legal relationship, whether contractual or not, concerning a subject matter capable of settlement by arbitration.
>
> 2. The term "agreement in writing" shall include an arbitral clause in a contract or an arbitration agreement, signed by the parties or contained in an exchange of letters or telegrams.

As well as in Section 42 of the Alternative Dispute Resolution Act of 2004,[64] which similarly provides:

> Section 42. *Application of the New York Convention.* — The New York Convention shall govern the recognition and enforcement of arbitral awards covered by the said Convention.
>
> The recognition and enforcement of such arbitral awards shall be filed with Regional Trial Court in accordance with the rules of procedure to be promulgated by the Supreme Court. Said procedural rules shall provide that the party relying on the award or applying for its enforcement shall file with the court the original or authenticated copy of the award and the arbitration agreement. If the award or agreement is not made in any of the official languages, the party shall supply a duly certified translation thereof into any of such languages.
>
> The applicant shall establish that the country in which foreign arbitration award was made is a party to the New York Convention.
>
> If the application for rejection or suspension of enforcement of an award has been made, the regional trial court may, if it considers it proper, vacate its decision and may also, on the application of the party claiming recognition or enforcement of the award, order the party to provide appropriate security.

It is observed that all three provisions, as aforecited, uniformly require that the party seeking to enforce a foreign arbitral award **must provide or supply authentic or original copies of *both* the arbitral award and the arbitral agreement**. Compliance with the same is therefore not mere hollow formalism as Manis submits, because the arbitral award and the arbitral agreement are central to, and determinative of, its cause of action. Thus, the requirement to attach or include ***both*** in a petition for recognition and enforcement of a foreign arbitral award **is jurisdictional**. This is further bolstered by the consistent use of the word "***shall***" in all three provisions, which underscore their mandatory character. In this regard, note should be further taken that Rule 1.2[65] of the Special ADR Rules classifies all proceedings under the Special ADR Rules as ***special proceedings***, and jurisprudence instructs that in special proceedings, compliance with jurisdictional requirements is strictly mandatory as it is the operative fact which vests courts with the power and authority to validly take cognizance of and decide a case.[66]

> 3. The court of a Contracting State, when seized of an action in a matter in respect of which the parties have made an agreement within the meaning of this article, shall, at the request of one of the parties, refer the parties to arbitration, unless it finds that the said agreement is null and void, inoperative or incapable of being performed.

[64] REPUBLIC ACT NO. 9285, entitled "*An Act to Institutionalize the Use of an Alternative Dispute Resolution System in the Philippines and to Establish the Office for Alternative Dispute Resolution, and for other purposes*," approved on April 2, 2004.

[65] The provision declares:

> **Rule 1.2.** *Nature of the proceedings.* — All proceedings under the Special ADR Rules are special proceedings.

[66] *Denila v. Republic of the Philippines*, 877 Phil. 380, 399 (2020) [Per J. Gesmundo, Third Division].

Here, the Court finds that the submission of the email printout of the voyage charter party containing the arbitral agreement is insufficient compliance with Rule 13.5 of the Special ADR Rules. Hence, the finding of the CA that the email printout is not authenticated, stands. While Rule 22.1[67] of the Special ADR Rules provides that the Rules of Evidence shall be liberally construed to achieve the objectives of the Special ADR Rules, authentication of the e-mail printout is still necessary because as pointed out by the CA, Century assails its authenticity and genuineness.[68] Thus, the printout and its contents should be duly identified and authenticated pursuant to Sections 1 and 2, Rule 5 of the Rules on Electronic Evidence,[69] lest an injustice result from a blind adoption of its contents. Relative thereto, the Court is at a loss why, despite its significance to Manis's cause in this case, the purported judicial affidavit of Mr. Harry Hirst was not attached to the petition for review as filed with the Court. The Court is thus without basis to determine whether the CA erred in ruling that the e-mail printout is not authenticated.

It is likewise important to mention at this point that Manis itself declared that the arbitral agreement incorporated by reference in the bill of lading refers to the voyage charter party dated June 12, 2015 between Yukdat and RGL.[70] This makes the authentication and validation of the e-mail highly important because the bill of lading itself does not expressly refer to any specific charter party, other than the said document itself stating that it is "to be used with charter parties," which it then obscurely identifies in the subsequent conditions of carriage as just "the Charter Party, dated as overleaf."[71] More, and as already noted above, the bill of lading, and even the conditions of carriage attached to it, are unsigned by any duly authorized

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67 The provision states:

> **Rule 22.1.** *Applicability of the Rules of Court.* — The provisions of the Rules of Court that are applicable to the proceedings enumerated in Rule 1.1 of these Special ADR Rules have either been included and incorporated in these Special ADR Rules or specifically referred to herein.
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> In connection with the above proceedings, the Rules of Evidence shall be liberally construed to achieve the objectives of the Special ADR Rules.

68 *Rollo*, p. 46.

69 A.M. No. 01-7-01-SC (August 1, 2001). The provisions state:

> **Rule 5**
> **AUTHENTICATION OF ELECTRONIC DOCUMENTS**
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> **Section 1.** *Burden of proving authenticity.* – The person seeking to introduce an electronic document in any legal proceeding has the burden of proving its authenticity in the manner provided in this Rule.
>
> **Section 2.** *Manner of authentication.* – Before any private electronic document offered as authentic is received in evidence, its authenticity must be proved by any of the following means:
>
> (a) by evidence that it had been digitally signed by the person purported to have signed the same;
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> (b) by evidence that other appropriate security procedures or devices as may be authorized by the Supreme Court or by law for authentication of electronic documents were applied to the document; or
>
> (c) by other evidence showing its integrity and reliability to the satisfaction of the judge.

70 *Rollo*, pp. 67–68.

71 *See id.* at 473–476.

representative from Century. Century, therefore, is within reason to reject the arbitration clause, as it was not clearly established by the documents on record that Manis had, in fact, an agreement with Century for either of the courts *a quo* to make a plausible connection that the arbitral agreement in the voyage charter between Yukdat and RGL should be the same arbitral agreement binding and controlling between Manis and Century. It should also be stated that Manis has itself not submitted to this Court any document attesting to its claim that Yukdat assigned its rights against RGL, which thereby capacitates it to sue on the basis of the bill of lading. To reiterate, the arbitral agreement on hand, as appearing in the e-mail printout, is the arbitral agreement between Yukdat and RGL, and nothing therein explicitly states that a similar agreement exists between Century and Manis. This arbitral agreement between Yukdat and RGL is what Mr. Harry Hirst identified and authenticated in his judicial affidavit, assuming the same is accepted as sufficient to authenticate the e-mail printout. It is thus irrelevant for Manis to argue that Century did not deny the existence of the arbitration agreement, because the arbitration agreement actually presented in court did not in fact involve either Manis or Century, and no other submission was made by Manis to show the original or authentic copy of any actual arbitral agreement between them.

Considering that Manis failed to comply with the jurisdictional requirement to include or supply an authentic or original copy of the arbitral agreement between it and Century to its Petition for Recognition under Rule 13.5 of the Special ADR Rules, then perforce the RTCs did not properly acquire jurisdiction over the Petition for Recognition and should have dismissed the case. The dismissal, of course, shall be without prejudice to Manis re-filing its Petition for Recognition, this time accompanied by the proper documents as required by the rules. Further, as the case is dismissible due to a jurisdictional defect, the other procedural issues, i.e., relative to whether Century was properly served or furnished the court summons[72] or whether the RTC, Branch 147 erred in failing to discuss in its Resolution dated February 5, 2021 the merits of the issues raised by Century in its motion for reconsideration[73] need no longer be delved into.

ACCORDINGLY, the Petition for Review on *Certiorari* dated May 16, 2022 filed by Manis Shipping Pte. Ltd. is **DENIED**. The Decision dated August 26, 2021 and the Resolution dated March 10, 2022 of the Court of Appeals in CA-G.R. SP No. 168181 are hereby **AFFIRMED**. This pronouncement is **WITHOUT PREJUDICE** to Manis Shipping Pte. Ltd. re-filing a petition for recognition and enforcement of a foreign arbitral award before the proper Regional Trial Court.

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72 *Id.* at 38.
73 *Id.* at 40.

SO ORDERED.

ANTONIO T. KHO, JR.
Associate Justice

WE CONCUR:

MARVIC M.V.F. LEONEN
Senior Associate Justice
Division Chairperson

AMY C. LAZARO-JAVIER
Associate Justice

MARIO V. LOPEZ
Associate Justice

JHOSEP Y. LOPEZ
Associate Justice

ATTESTATION

I attest that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.

MARVIC M.V.F. LEONEN
Senior Associate Justice
Chairperson, Second Division

CERTIFICATION

Pursuant to the Article VIII, Section 13 of the Constitution, and the Division Chairperson's Attestation, I certify that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.

ALEXANDER G. GESMUNDO
Chief Justice