

**REPUBLIC OF THE PHILIPPINES
FOURTH JUDICIAL REGION
MUNICIPAL TRIAL COURT IN CITIES
TRECE MARTIRES CITY**

**GRJ JARO READYMIX CORP.,
As represented by JOYRISH S. PANTI,
Plaintiff,**

-versus-

**CIVIL CASE NO. 747
FOR: SUM OF MONEY**

**MIRASOL M. MEDINA, doing business
Under MIRASOL M. MEDINA CONSTRUCTION
AND TRADING,**

Defendant,

x- - - - - x

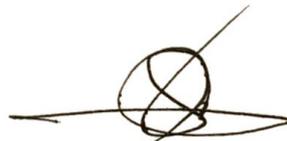
SUMMONS BY PUBLICATION

TO: MIRASOL M. MEDINA
Doing business under
MIRASOL M. MEDINA CONSTRUCTION AND TRADING
No.322 Magtabak , Talon, Amadeo, Cavite
- and / or -
The Lake District Aguinaldo Highway,
Maharlika West, Tagaytay City, Cavite

In the order dated October 10, 2023, this Court granted the Summons issue, to be effected upon defendant Mirasol M. Medina, by publication in a newspaper of general circulation in the Philippines once a week for three (3) consecutive weeks, pursuant to Section 14, Rule 14 of the 1997 Civil Procedure As Amended , at the expense of the plaintiff.

NOW THEREFORE, you are hereby required, within sixty (60) days after service of this summons upon you, to file with this Court and serve on the plaintiff your answer to the complaint, copy of which is attached, together with the annexes. You are hereby reminded of the provision in the IBP-OCA Memorandum on Policy Guidelines dated March 12, 2002 to observe restraint in filing a motion to dismiss and instead allege the grounds thereof as defenses in the answer. If you fail to answer within the time fixed, the plaintiff will take judgment by default and may be granted the relief applied for in the complaint.

Trece Martires City, November 13, 2023.



JORGE C. MOLOD
Clerk of Court IV

REPUBLIC OF THE PHILIPPINES
REGIONAL TRIAL COURT
FOURTH JUDICIAL REGION
Branch _____
Trece Martires City, Cavite

RECEIVED
JAN 28 2019

GRJ JARO READYMIX CORP. ,
as represented by JOYRISH S.
PANTI,
Plaintiff,

9500123


-versus-

CIVIL CASE NO. Tmcv-006-19
FOR: SUM OF MONEY

MIRASOL M. MEDINA, doing
business under MIRASOL M.
MEDINA CONSTRUCTION AND
TRADING,
Defendant.

CIVIL CASE NO. 747
FOR. SUM OF MONEY

X-----X

COMPLAINT

PLAINTIFF, by undersigned counsel, and unto this Honorable Court,
most respectfully states and pleads that:

THE PARTIES

1. PLAINTIFF GRJ JARO READYMIX CORP. is a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines and with principal office address at Barangay Hugo Perez, Trece Martires City, Cavite. Plaintiff can be served with summons and other court processes of this Honorable Court at the address of its counsel at Palad Jaro Palad Law Offices, Unit 2-D LCVM (Lucila) Buildig, Km. 31. Aguinaldo Highway cor. Margarita Street, Pasong Tala, Barangay Zone IV, Dasmariñas City, Cavite.

2. Plaintiff is duly represented by JOYRISH S. PANTI, Executive Assistant to the General Manager of the corporation.

A copy of the Secretary's Certificate authorizing her to represent plaintiff is attached and made an integral part hereof as **ANNEX "A"**.

3. Defendant is of legal age, Filipino, and with last known addresses at No. 322 Magtabak, Talon Amadeo, Cavite, and The Lake

①

District, Aguinaldo Highway, Maharlika West, Tagaytay City, Cavite , where she may be served with summons and other judicial processes of this Honorable Court.

PLAINTIFF'S CAUSE OF ACTION

4. Plaintiff is a corporation engaged in the retail and wholesale trading of goods, wares, and merchandise of any kind such as ready mix cements, and importing and exporting goods. On the other hand, defendant is a sole proprietor doing business under the name Mirasol M. Medina Construction and Trading.

A copy of Certificate of Incorporation is hereto attached and made integral part hereof as **ANNEX "B"**. Also, a copy of defendant's Certificate of Registration is hereto attached and made integral part hereof as **ANNEX "C"**.

5. Sometime in March 2017, defendant became a regular customer or client of plaintiff by purchasing various ready mix cements from the latter. The plaintiff made several deliveries of these materials particularly on 21 March 2017, 23 March 2017, 04 April 2017, 07 April 2017, 08 April 2017, 17 April 2017, and 18 April 2017 which were received by the defendant in good orders and condition as evidenced by Statement of Accounts Nos. 2371, 2370, 2435, 2436, 2395, 2494, and 2489.

The particulars of the deliveries are herein below as follows:

DATE	TS NOS.	AMOUNT
21 March 2017	12925	
21 March 2017	12926	
21 March 2017	12927	
21 March 2017	12929	
21 March 2017	12931	
21 March 2017	12932	
21 March 2017	12933	
21 March 2017	12934	
21 March 2017	12940	
21 March 2017	12941	Php185,000.00

23 March 2017	12998	
23 March 2017	12999	
23 March 2017	13004	Php48,100.00
04 April 2017	13466	
04 April 2017	13467	
04 April 2017	13373	
04 April 2017	13479	
04 April 2017	13481	
04 April 2017	13482	Php111,000.00
07 April 2017	13602	
07 April 2017	13603	
07 April 2017	13605	
07 April 2017	13606	
07 April 2017	13596	
07 April 2017	13599	
07 April 2017	13573	Php125,800.00
08 April 2017	13639	
08 April 2017	13645	
08 April 2017	13650	Php58,500.00
17 April 2017	13901	
17 April 2017	13909	
17 April 2017	13912	Php66,300.00
18 April 2017	13956	
18 April 2017	13957	
18 April 2017	13958	
18 April 2017	13959	

18 April 2017	13960	
18 April 2017	13961	
18 April 2017	13962	
18 April 2017	13963	
18 April 2017	13964	
18 April 2017	13965	
18 April 2017	13966	
18 April 2017	13967	
18 April 2017	13968	
18 April 2017	13969	<u>Php266,000.00</u>
TOTAL		Php860,700.00

Copies of the said Statement of Accounts are hereto attached and made integral part hereof as **ANNEXES "D", "E", "F", "G", "H", "I" and "J"**.

6. The records of the plaintiff show that seven times from the period of 23 March 2017 until 18 April 2017, plaintiff continuously supplied or delivered to defendant various ready mix cements. The defendant has incurred an outstanding balance in the amount of **Eight Hundred Sixty Thousand and Seven Hundred Pesos (Php860,700.00)**, as evidenced by the Statement of Account for the month of 31 March 2018.

A copy of the Statement of Account is hereto attached and made integral part hereof as **ANNEXES "K" to "K-3"**.

7. As payment of defendant's unpaid obligation amounting to Php860,700.00 for the delivered various ready mix cements, she issued PNB Check No. 0000185867 on 30 May 2017 in the amount of Php236,800.00, and on 30 November 2017, RobinsonsBank Check No. 0011488563 in the amount of Php438,957.00 which was replaced by another RobinsonsBank Check No. 0011488564 on 15 December 2017 in the same amount of Php438,957.00. These three (3) checks when presented for payment on their respective due dates, the same were dishonored for the reason "Account Closed" and "DAIF".

Copies of the PNB Check and RobinsonsBank Checks are hereto attached and made integral part hereof as **ANNEXES "L", "M" and "N"**.

8. For failure of defendant to pay her unpaid obligation and to make good of her checks, the plaintiff sent her several demand letters, particularly on 12 October 2017, 17 November 2017, and 12 May 2018. Unfortunately, the first and the second demand letters were refused receipt by plaintiff. The third demand letter was received by a certain Sam. Thus, the Accounting Staff of plaintiff Ronilo T. Allo prepared a *Sinumpaang Salaysay* on 25 June 2018 on this regard.

Copies of the said Demand Letters are hereto attached and made integral part hereof as **ANNEXES "O", "P", and "Q"**. Also, a copy of the said *Sinumpaang Salaysay* is hereto attached and made integral part hereof as **ANNEX "R"**.

9. However, instead of settling her unpaid obligation defendant was so adamant to settle her unpaid obligation with the plaintiff. This prompted plaintiff to refer the incident to its lawyer who sent demand letters/notices of dishonor on 05 July 2018, to defendant for her to pay the outstanding balance, and to make good the checks which she issued within ten (10) days from receipt thereof. Unfortunately, defendant remained adamant and continuously refused to pay her obligation with the plaintiff. Defendant did not make any effort to respond to the aforementioned demand letters nor to even bother to give the plaintiff the courtesy of reply or any communication whatsoever.

A copy of the said Demand Letter is hereto attached and made integral part hereof as **ANNEX "S"**.

10. As of 31 March 2018, the outstanding balance of the defendant is in the amount of **Eight Hundred Sixty Thousand and Seven Hundred Pesos (Php860,700.00)**. Thus, for that reason, herein defendant shall be made responsible for the actual damages incurred and should therefore be made to pay the same unto the plaintiff as and by way of actual damages.

11. To serve as an example to other entities who may have similar propensity and inclination as herein defendant and as a deterrent to her apparent bad faith in unreasonably refusing to pay her liabilities, defendant should be made to pay the amount of at least Fifty Thousand Pesos (Php50,000.00) as and by way of exemplary damages.

12. Further, as a direct consequence of defendant's unreasonable failure and/or deliberate refusal to heed plaintiff's claims as well as in obviously acting in bad faith in connection with the same, the latter were compelled to engage the services of counsel for a fee and to incur other litigation expenses to protect its interests.

13. Defendant should therefore be made to pay plaintiff's attorney's fees in the amount of Fifty Thousand Pesos (Php50,000.00).

P R A Y E R

WHEREFORE, premises considered, plaintiff most respectfully prays of this Honorable Court to render judgment in its favor as follows:

- a. A judgment ordering the defendant liable to pay the plaintiff the amount of **Eight Hundred Sixty Thousand and Seven Hundred Pesos (Php860,700.00)**, together with interest at legal rate;
- b. Exemplary damages in the amount of Php50,000.00;
- c. Attorney's fees equivalent to Php50,000.00; and
- d. costs of suit.

Other reliefs just and equitable are also prayed for.

Dasmariñas City, Cavite for Trece Martires City, Cavite, 23 January 2019.

PALAD JARO-PALAD LAW OFFICES

Counsel for the Plaintiff

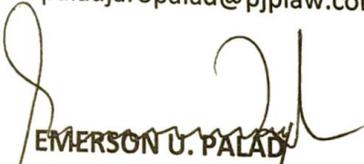
Unit 2-D LCVM (Lucila) Building
Km 31 General Emilio Aguinaldo Highway corner
Margarita Street, Pasong Tala, Barangay Zone IV,
Dasmariñas City, Cavite 4114

Telefax: (046) 416-5211;

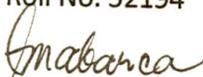
Mobile No.+639257120756

Email: paladjaropalad@pjplaw.com.ph

By:


EMERSON U. PALAD

PTR No. CD-2148488/1-03-19/Dasmariñas City
IBP Life Member Roll No. 013217/1-14-15/ Cavite
MCLE Compliance No. VI-0014096/10-23-2018
Roll No. 52194


LEYSAN M. ABARCA

PTR No. CD-2148490/1-03-19/Dasmariñas City
IBP Life Member Roll No. 011173/9-05-12/ Q.C.
MCLE Compliance No. VI-0014056/10-23-2018
Roll No. 47132

REPUBLIC OF THE PHILIPPINES
CITY OF DASMARINAS CAVITE

VERIFICATION/CERTIFICATION

I, **JOYRISH S. PANTI**, of legal age, Filipino, and with postal at Barangay Hugo Perez, Trece Martires City, Cavite, after having been sworn in accordance with law, do hereby depose and state, that:

1. I am the duly authorized representative of the Plaintiff in the above-entitled case.
2. I have caused the preparation of the foregoing Complaint.
3. I have read and understood the contents thereof, after which, the same were explained to me.
4. The allegations contained therein are true and correct of my own personal knowledge and belief and based on authentic documents.
5. I likewise certify under oath that: a) I have not commenced any other action or proceeding involving the same issues in the Supreme Court, the Court of Appeals or any other tribunal or agency; b) if I should thereafter learn that a similar action or proceeding has been filed or is pending before the Supreme Court, the Court of Appeals or any other tribunal or agency, I shall report that fact within five (5) days therefrom to this Honorable Court where this original pleading and sworn certification have been filed.

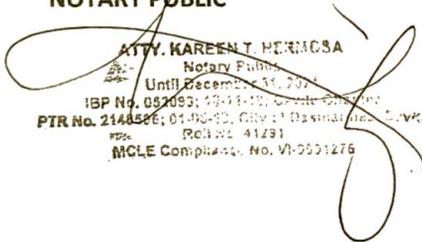
IN WITNESS WHEREOF, I have hereunto affixed my signature this 23 day of January 2019 at CITY OF DASMARINAS CAVITE


JOYRISH S. PANTI
Affiant

SUBSCRIBED AND SWORN to before me this 23 day of January 2019 at CITY OF DASMARINAS CAVITE with her proof of identity, affiant exhibited to me her Philhealth ID No. 18-0252432000-9.

Doc. No. 216
Page No. 44
Book No. III
Series of 2019.

NOTARY PUBLIC


ATTY. KAREN T. PERICASA
Notary Public
Until December 31, 2019
IBP No. 097093; 19-11-19; Cavite-Gen. Reg.
PTR No. 2148566; 01-02-05; City of Dasmariñas, Cavite
RCL No. 41291
MCLE Compliance No. VI-0001275

REPUBLIC OF THE PHILIPPINES)
PROVINCE OF CAVITE) S.S.

SECRETARY'S CERTIFICATE

I, **RHEA A. JARO-PALAD**, Filipino, of legal age, married, with business address at Km. 17 Aguinaldo Highway Imus, Cavite and duly elected Corporate Secretary of **GRJ JARO READYMIX CORP.**, a corporation duly organized under the laws of the Philippines with principal office address at Barangay Hugo Perez, Trece Martires City, Cavite, certify that at the Special Meeting of the Board of Directors of said corporation held on 14 January 2019, the following resolution were unanimously adopted:

"**RESOLVED**, as it is hereby resolved that the Corporation authorizes its Executive Assistant, **JOYRISH S. PANTI**, be as she is hereby authorize and granted blanket authority in behalf of the corporation, to file case, to participate in the preliminary investigation, pre-trial, trial and mediation proceedings of any case where the company is a party, with full power to do and perform in its behalf any and all things required therefor including but not limited to negotiations, conclusion and execution of any compromise agreement, amicable settlement or such other matter with respect to the said case against **MIRASOL M. MEDINA**."

This certificate is being issued for purposes of attesting to the truth of the foregoing and for any and all legal purposes it may serve.

IN WITNESS WHEREOF, I have hereunto affixed my signature this 3 JAN 2019 day of January 2019, at CITY OF DASMARIÑAS CAVITE

RHEA A. JARO-PALAD
Corporate Secretary

SUBSCRIBED AND SWORN to before me this 3 JAN 2019 day of CITY OF DASMARIÑAS CAVITE, affiant exhibited to me her TIN No.209-126-036 as competent evidence of her identity.

Doc. No. 215 ;
Page No. 43 ;
Book No. 111 ;
Series of 2019.

NOTARY PUBLIC
ATTY. KAREN T. HERMOSA
Notary Public
Until December 31, 2019
ISP No. 652093, 10-11-18 Cavite Chapter
PTR No. 2148596, 01-40-18, City of Dasmariñas, Cavite
Pc 11: 81291
MOLE COT. No. V. 0091276