



Republic of the Philippines
 Supreme Court
 Manila

CERTIFIED TRUE COPY

Wilfredo W. Lathan
 WILFREDO W. LATHAN
 Division Clerk of Court
 Third Division

FEB 01 2017

THIRD DIVISION

RODOLFO LAYGO and WILLIE LAYGO, **G.R. No. 188448**

Petitioners,

Present:

-versus-

VELASCO, JR., *J.*, Chairperson,
 BERSAMIN,
 REYES,
 JARDELEZA, and
 CAGUIOA, * *JJ.*

MUNICIPAL MAYOR OF SOLANO, NUEVA VIZCAYA,
 Respondent.

Promulgated:

January 11, 2017

X ----- *Wilfredo W. Lathan* ----- X

DECISION

JARDELEZA, J.:

This is a Petition for Review on *Certiorari*¹ under Rule 45 of the Revised Rules of Court from the Decision² dated December 16, 2008 of the Court of Appeals (CA) in CA-G.R. SP No. 103922 and its Resolution³ dated June 19, 2009.

Facts

In July 2005, Aniza Bandrang (Bandrang) sent two letter-complaints⁴ to then Municipal Mayor Santiago O. Dickson (Mayor Dickson) and the *Sangguniang Bayan* of Solano, Nueva Vizcaya, informing them of the illegal sublease she entered into with petitioners Rodolfo Laygo and Willie Laygo over Public Market Stalls No. 77-A, 77-B, 78-A, and 78-B, which petitioners leased from the Municipal Government. Bandrang claimed that petitioners told her to vacate the stalls, which they subsequently subleased to another. Bandrang expressed her willingness to testify against petitioners if

* Designated as Fifth Member of the Third Division per Special Order No. 2417 dated January 4, 2017.

¹ *Rollo*, pp. 3-9.

² Penned by Associate Justice Vicente S.E. Veloso, and concurred in by Associate Justices Rebecca De Guia-Salvador and Ricardo R. Rosario of the Tenth Division, *id.* at 14-25.

³ *Id.* at 27.

⁴ Records, pp. 5-6.

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need be, and appealed that she be given priority in the future to lease the stalls she vacated.⁵

In August 2005, the *Sangguniang Bayan* endorsed the letter of Bandrang and a copy of Resolution No. 183-2004⁶ to Mayor Dickson for appropriate action. The *Sanggunian* informed Mayor Dickson that the matter falls under the jurisdiction of his office since it (*Sanggunian*) has already passed and approved Resolution No. 183-2004, which authorized Mayor Dickson to enforce the provision against subleasing of stalls in the public market.⁷

Mayor Dickson, in response, informed the *Sanggunian* that the stalls were constructed under a Build-Operate-Transfer (BOT) scheme, which meant that the petitioners had the right to keep their stalls until the BOT agreement was satisfied. He then asked the *Sanggunian* if provisions were made to sanction lessees under the BOT scheme similar to the provision against subleasing (Item No. 9) in the contract of lease.⁸

Thereafter, Bandrang wrote another letter to the *Sanggunian*, praying and recommending to Mayor Dickson, by way of a resolution, the cancellation of the lease contract between the Municipality and petitioners for violating the provision on subleasing. She suggested that after which, the stalls can be bid upon anew and leased to the successful bidder. She made the suggestion because Mayor Dickson did not act on her concerns even after the *Sanggunian* referred them to him.⁹

The *Sanggunian* once again referred the letter of Bandrang, together with a copy of Resolution No. 183-2004, to Mayor Dickson for appropriate action. The *Sanggunian* opined that they no longer need to make any recommendation to Mayor Dickson because Resolution No. 183-2004 already empowered and authorized him to cancel the lease contracts pursuant to its pertinent provisions.¹⁰

Mayor Dickson, however, did not act on the letter of Bandrang and on the referrals of the *Sanggunian*. Thus, Bandrang filed a Petition for *Mandamus*¹¹ against him before the Regional Trial Court of Bayombong,

⁵ *Id.*

⁶ Records, pp. 8-9. Entitled "Resolution Authorizing the Hon. Mayor Santiago O. Dickson to Enforce the No. 11 Provision of the Contract of Lease of Market Stalls Between the Municipal Government and the Stall Holders at the Solano Public Market Who Violated the No. 9 Provision of Said Contract Without Prejudice to the Collection of the Unpaid Rentals of the Violators."

⁷ *Id.* at 7.

⁸ *Id.* at 135.

⁹ *Id.* at 10.

¹⁰ *Id.* at 11; Item No. 9 of the Lease Contract allegedly stipulates that "[t]here shall absolutely be no subleasing of the leased premises or any part thereof," while Item No. 11 allegedly states that "[i]f any back rental remains unpaid for more than fifteen (15) days or if any violation be made of any of the stipulations of this lease by the LESSEE, the LESSOR may declare this lease terminated and, thereafter, reenter the leased premises and repossess the same, and expel the LESSEE or others claiming under him/her from the leased premises. x x x" *Id.* at 8.

¹¹ *Id.* at 1-4.

Nueva Vizcaya (RTC). Subsequently, she amended her petition to implead petitioners.¹² Bandrang alleged that despite already being aware of the violations of the lease contracts of petitioners with the Municipality, Mayor Dickson still refused to enforce the provisions of the lease contracts against subleasing. Bandrang concluded that Mayor Dickson's inaction can only be construed as an unlawful neglect in the performance and enforcement of his public duty as the Chief Executive of Solano, Nueva Vizcaya. Thus, she sought an order directing Mayor Dickson to immediately cancel the lease between the Municipal Government and petitioners over Public Market Stall Nos. 77-A, 77-B, 78-A, and 78-B, and to lease the vacated stalls to interested persons.¹³

In his Answer with Special and Affirmative Defenses,¹⁴ Mayor Dickson claimed that under the principle of *pari delicto*, Bandrang had no right to seek remedy with the court as she was guilty herself in leasing the market stalls. Mayor Dickson insisted that he acted in accordance with law by referring the matter to the *Sanggunian* for appropriate action. He also argued that Bandrang had no cause of action against him and that she was not a real-party-in-interest. He likewise asserted that the subject of the *mandamus* was not proper as it entailed an act which was purely discretionary on his part.¹⁵

In his Pre-Trial Brief,¹⁶ Mayor Dickson elaborated that Bandrang had no cause of action because the stalls were on a BOT scheme covered by an ordinance. During the hearing, Mayor Dickson presented a copy of the resolution of the *Sanggunian* indicating that there was a directive to all stall owners in the public market of Solano, Nueva Vizcaya to build their own stalls after a fire gutted the public market.¹⁷

On the other hand, petitioners denied that they were the lessees of Stalls 77 A and B and 78 A and B. They clarified that Clarita Laygo (Clarita), their mother, was the lessee of the stalls by virtue of a BOT scheme of the Municipality. At the time they entered into a contract of lease with Bandrang, it was agreed that the contract was subject to the consent of the other heirs of Clarita. The consent, however, was never given; hence, there was no subleasing to speak of. Even on the assumption that there was, petitioners maintained that the prohibition on subleasing would not apply because the contract between the Municipality and Clarita was one under a BOT scheme. Resolution No. 183-2004 only covered stall holders who violated their lease contracts with the Municipal Government. Since their contract with the Municipal Government was not a lease contract but a BOT agreement, Resolution No. 183-2004 would neither apply to them, nor be

¹² *Id.* at 44-48, 56.

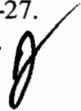
¹³ *Id.* at 45-47.

¹⁴ *Id.* at 15-17.

¹⁵ *Id.* at 15-16.

¹⁶ *Id.* at 26-27.

¹⁷ *Id.* at 32.



enforced against them.¹⁸ Further, even granting *arguendo* that the prohibition would apply, petitioners claimed that there was no more ground for the revocation of the lease because the subleasing claimed by Bandrang had ended and the subsequent receipt by the Municipality of payments ratified the contract with petitioners.¹⁹

Meanwhile, on July 23, 2007, the RTC issued an Order directing the substitution of then incumbent mayor Hon. Philip A. Dacayo (Mayor Dacayo) as respondent in place of Mayor Dickson.²⁰

Bandrang filed a Motion for Summary Judgment²¹ on January 8, 2008 arguing that no genuine factual issues existed to necessitate trial. Bandrang reiterated the violation of petitioners against subletting in their lease contracts with the Municipal Government. She stated that the will of the *Sanggunian* to enforce the policy against subleasing was bolstered by the fact that it passed two more resolutions, Resolution No. 017-2006 and Resolution No. 135-2007, reiterating the implementation of Resolution No. 183-2004.²² She also alleged for the first time that after the filing of the case, another violation besides the prohibition on subletting surfaced: the non-payment of stall rental fees. She pointed out that petitioners admitted this violation when they exhibited during a hearing the receipt of payment of rentals in arrears for over 17 months. Bandrang quoted Section 7B.06 (a) of Municipal Ordinance No. 164, Series of 1994, which stated that failure to pay the rental fee for three consecutive months shall cause automatic cancellation of the contract of lease of space or stall. She then concluded that this section left Mayor Dickson with no choice but to comply.²³

RTC Ruling

In its Resolution dated January 28, 2008, the RTC granted the petition. Thus:

“WHEREFORE, in view of all the foregoing, let a Writ of Mandamus to issue ordering the Municipal Mayor of Solano to implement Nos. 9 and 11 of the provisions of the Contract of lease of stall between the Municipal Government of Solano and private respondents Rodolfo and Willie Laygo.

The Municipal Mayor of Solano, Hon. Philip A. Dacayo, is hereby ordered as it is his duty to enforce [*Sangguniang Bayan*] Resolution Nos. 183-2004 and [135]-2007 immediately and without further delay.

¹⁸ *Id.* at 73-75.

¹⁹ *Id.* at 74-75.

²⁰ *Rollo*, p. 17.

²¹ Records, pp. 122-125.

²² *Id.* at 124.

²³ *Id.* at 124-125.

SO ORDERED.”²⁴

The RTC held that the contract between petitioners and the Municipal Government was a lease contract, as evidenced by a certification signed by Mayor Epifanio LD. Galima (Mayor Galima) dated September 17, 2006.²⁵ The RTC brushed aside the non-presentation of the written contract of lease, noting that public policy and public interest must prevail. The RTC also held that even on the assumption that there was a BOT agreement between petitioners and the Municipal Government, petitioners had already been compensated for it, as evidenced by certifications of the Municipal Government dated August 28, 2006 and September 17, 2006.²⁶

As regards the non-payment of stall rentals, the RTC ruled that petitioners deemed to have admitted the allegation when they exhibited to the court the receipt of payment of rentals in arrears.²⁷

The RTC, thus, concluded that petitioners clearly violated the terms and conditions of the lease contract, which gave rise to the enactment of Resolution No. 183-2004. Since Mayor Dickson failed in his duty to enforce the resolution and delayed its implementation without valid reason, *mandamus* is a proper remedy.²⁸

Petitioners appealed to the CA, while then incumbent Mayor Dacayo filed a manifestation expressing his willingness to implement Resolutions No. 183-2004 and 135-2007.²⁹

Court of Appeals Ruling

On December 16, 2008, the CA rendered the now assailed Decision³⁰ dismissing the appeal and sustaining the resolution of the RTC.

The CA affirmed the finding of the RTC that the contract between petitioners and the Municipal Government is a lease contract and, thus, Resolution No. 183-2004 applies to them.³¹

On the issue of whether *mandamus* is proper, the CA also affirmed the ruling of the RTC stating that although *mandamus* is properly availed of to compel a ministerial duty, it is also available to compel action in matters involving judgment and discretion but not to direct an action in a particular

²⁴ *Rollo*, p. 15. As cited in the CA Decision.

²⁵ *Id.* at 18.

²⁶ *Id.*

²⁷ *Rollo*, pp. 19-20.

²⁸ *Id.* at 19.

²⁹ *Id.* at 20.

³⁰ *Supra* note 2. The dispositive portion reads:

WHEREFORE, the instant appeal is **DISMISSED**. The assailed Resolution dated January 28, 2008 is hereby **AFFIRMED**.

SO ORDERED.

³¹ *Rollo*, pp. 22-24.



way, to wit:

x x x However, **mandamus is available to compel action, when refused, in matters involving judgment and discretion**, though not to direct the exercise of judgment or discretion in a particular way or the retraction or reversal of an action already taken in the exercise of either.

In the case at bar, the *Sangguniang Bayan* of Solano (“Sanggunian”) **delegated** to Mayor Dickson and subsequently to incumbent Mayor Dacayo, **the power to cancel the lease contracts of those market stallholders who violated their contracts with the Municipality**. Inferred from this power is the power of the Mayor to determine who among the market stallholders violated their lease contracts with the Municipality. Such power connotes an exercise of discretion.

When then Mayor Dickson refused to exercise this discretion, even after the *Sanggunian* assured him that the subject resolution empowered him to have the lease contracts of the Laygos cancelled, said act of refusal became proper subject of mandamus, as it involved a duty expected of him to be performed. So with the incumbent Mayor, the Hon. Philip Dacayo, as was ordered by the Court below.³²

Willie Laygo filed a Motion for Reconsideration dated January 20, 2009, which was denied by the CA in a Resolution³³ dated June 19, 2009.

Hence, this petition, which raised the following questions:

1. May the *Sangguniang Bayan* Resolution No. 183-2004 be applied against petitioners despite the absence of a contract of lease between them and the Municipal Government of Solano, Nueva Vizcaya?
2. May the *Sangguniang Bayan* Resolution No. 183-2004 be enforced by anybody else, except Mayor Dickson?

Petitioners reiterate their position that Resolution No. 183-2004 cannot be enforced against them because there was no contract of lease between them and the Municipal Government and therefore, there cannot be any occasion for petitioner to violate any provision.

Moreover, petitioners argue that the resolution can only be enforced by Mayor Dickson because it specified Mayor Dickson and no other. Consequently, since Mayor Dickson is no longer in office, he cannot now

³² *Id.* at 23. Emphasis in the original, citation omitted.

³³ *Supra* note 3.

enforce Resolution No. 183-2004.³⁴

The Municipal Government, through the Provincial Legal Officer of Nueva Vizcaya, stated in its Comment³⁵ that the policy against subleasing was bolstered by the enactment of the *Sanggunian* of another resolution, Resolution No. 135-2007, with the same purpose, but authorizing then Mayor Dacayo to implement the No. 9 and No. 11 provisions in the contract of lease.³⁶

Our Ruling

We grant the petition.

There is preponderant evidence that the contract between petitioners and the Municipal Government is one of lease.

The type of contract existing between petitioners and the Municipal Government is disputed. The Municipal Government asserts that it is one of lease, while petitioners insist that it is a BOT agreement. Both parties, however, failed to present the contracts which they purport to have. It is likewise uncertain whether the contract would fall under the coverage of the Statute of Frauds and would, thus, be only proven through written evidence. In spite of these, we find that the Municipal Government was able to prove its claim, through secondary evidence, that its contract with petitioners was one of lease.

We have no reason to doubt the certifications of the former mayor of Solano, Mayor Galima, and the Municipal Planning and Development Office (MPDO)³⁷ which show that the contract of the Municipal Government with petitioners' mother, Clarita, was converted into a BOT agreement for a time in 1992 due to the fire that razed the public market. These certifications were presented and offered in evidence by petitioners themselves. They prove that Clarita was allowed to construct her stalls that were destroyed using her own funds, and with the payment of the lease rentals being suspended until she recovers the cost she spent on the construction. The construction was, in fact, supervised by the MPDO for a period of three months. The stalls were eventually constructed completely and awarded to Clarita. She thereafter re-occupied the stalls under a lease contract with the Municipal Government. In fact, in his Notice dated August 21, 2007, the Municipal Treasurer of Solano reminded petitioners of their delinquent stall rentals from May 2006 to July 2007.³⁸ As correctly posited by the Municipal Government, if the stalls were

³⁴ *Rollo*, pp. 6-7.

³⁵ *Id.* at 29-37.

³⁶ *Id.* at 33-34.

³⁷ *Records*, pp. 136-137.

³⁸ *Id.* at 126.

under a BOT scheme, the Municipal Treasurer could not have assessed petitioners of any delinquency.³⁹

Also, petitioners themselves raised, for the sake of argument, that even if the contract may be conceded as one of lease, the municipality is nonetheless estopped from canceling the lease contract because it subsequently accepted payment of rentals until the time of the filing of the case.⁴⁰

In the same vein, the *Sangguniang Bayan* Resolution No. 183-2004, which quoted Items No. 9 and 11 of the lease contract on the absolute prohibition against subleasing and the possible termination of the contract in view of back rentals or any violation of the stipulations in the contract, is presumed to have been regularly issued. It deserves weight and our respect, absent a showing of grave abuse of discretion on the part of the members of the *Sanggunian*.

Mandamus, however, is not proper.

Mandamus is a command issuing from a court of competent jurisdiction, in the name of the state or the sovereign, directed to some inferior court, tribunal, or board, or to some corporation or person requiring the performance of a particular duty therein specified, which duty results from the official station of the party to whom the writ is directed or from operation of law.⁴¹ As a rule, mandamus will not lie in the absence of any of the following grounds: [a] that the court, officer, board, or person against whom the action is taken unlawfully neglected the performance of an act which the law specifically enjoins as a duty resulting from office, trust, or station; or [b] that such court, officer, board, or person has unlawfully excluded petitioner/relator from the use and enjoyment of a right or office to which he is entitled.⁴² Neither will the extraordinary remedy of *mandamus* lie to compel the performance of duties that are discretionary in nature.⁴³ In *Roble Arrastre, Inc. v. Villaflor*,⁴⁴ we explained the difference between the exercise of ministerial and discretionary powers, to wit:

“Discretion,” when applied to public functionaries, means a power or right conferred upon them by law or acting officially, under certain circumstances, uncontrolled by the judgment or conscience of others. A purely ministerial act or duty in contradiction to a discretionary act is one which an officer or tribunal performs in a given state

³⁹ *Rollo*, p. 35.

⁴⁰ Records, pp. 74-75.

⁴¹ *Abaga v. Panes*, G.R. No. 147044, August 24, 2007, 531 SCRA 56, 61-62, citing *Professional Regulation Commission v. De Guzman*, G.R. No. 144681, June 21, 2004, 432 SCRA 505, 518.

⁴² *Star Special Watchman and Detective Agency, Inc. v. Puerto Princesa City*, G.R. No. 181792, April 21, 2014, 722 SCRA 66, 81.

⁴³ *Special People, Inc. Foundation v. Canda*, G.R. No. 160932, January 14, 2013, 688 SCRA 403, 424.

⁴⁴ G.R. No. 128509, August 22, 2006, 499 SCRA 434.

of facts, in a prescribed manner, in obedience to the mandate of a legal authority, without regard to or the exercise of his own judgment upon the propriety or impropriety of the act done. If the law imposes a duty upon a public officer and gives him the right to decide how or when the duty shall be performed, such duty is discretionary and not ministerial. The duty is ministerial only when the discharge of the same requires neither the exercise of official discretion or judgment.⁴⁵ (Citation omitted.)

Applying the foregoing distinction, we find that the Petition for *Mandamus* must fail because the acts sought to be done are discretionary in nature.

The petition sought an order to direct Mayor Dickson to cancel the lease contract of petitioners with the Municipal Government and to lease the vacated market stalls to interested persons. We have already settled in the early case of *Aprueba v. Ganzon*⁴⁶ that the privilege of operating a market stall under license is always subject to the police power of the city government and may be refused or granted for reasons of public policy and sound public administration.⁴⁷ Being a delegated police power falling under the general welfare clause of Section 16 of the Local Government Code, the grant or revocation of the privilege is, therefore, discretionary in nature.⁴⁸

Moreover, Resolution No. 183-2004, or even its subsequent equivalent, Resolution No. 135-2007, merely authorizes the mayor “to enforce the No. 11 provision of the contract of lease of market stalls between the Municipal Government and the stallholders at the Solano [P]ublic Market who violated the No. 9 provision of said contract x x x.”⁴⁹ Item No. 11 provides that “[i]f any back rental remains unpaid for more than [15] days or if any violation be made of any of the stipulations of this lease by the LESSEE, the LESSOR **may declare** this lease terminated and, thereafter, reenter the leased premises and repossess the same, and expel the LESSEE or others claiming under him/her from the leased premises.”⁵⁰ Clearly, Item No. 11 does not give the mayor a mandate to *motu proprio* or automatically terminate or cancel the lease with a lessee who is delinquent in the payment of rentals or who is in violation of any of the provisions of the contract. This is apparent from the permissive word “may” used in the provision. It does not specifically enjoin the mayor to cancel the lease as a matter of “duty.” Where the words of a statute are clear, plain, and free from ambiguity, it

⁴⁵ *Id.* at 451.

⁴⁶ G.R. No. L-20867, September 3, 1966, 18 SCRA 8.

⁴⁷ *Id.* at 11-12.

⁴⁸ See *Roble Arrastre, Inc. v. Villaflor*, *supra* note 44 at 449-450 and *Rimando v. Naguilian Emission Testing Center, Inc.*, G.R. No. 198860, July 23, 2012, 677 SCRA 343.

⁴⁹ *Rollo*, p. 31. Emphasis omitted.

⁵⁰ *Id.* Emphasis supplied.

must be given its literal meaning and applied without attempted interpretation.⁵¹

We do not discount, however, our ruling in previous cases where we cited exceptions to the rule that only a ministerial duty can be compelled by a writ of *mandamus*. In *Republic v. Capulong*,⁵² we held that as a general rule, a writ of *mandamus* will not issue to control or review the exercise of discretion of a public officer since it is his judgment that is to be exercised and not that of the court.⁵³ Courts will not interfere to modify, control or inquire into the exercise of this discretion unless it be alleged and proven that there has been an abuse or an excess of authority on the part of the officer concerned.⁵⁴

In *Angchango, Jr. v. Ombudsman*,⁵⁵ we also held that in the performance of an official duty or act involving discretion, the corresponding official can only be directed by *mandamus* to act, but not to act one way or the other. However, this rule admits of exceptions such as in cases where there is gross abuse of discretion, manifest injustice, or palpable excess of authority.⁵⁶ These exceptions do not apply in this case.

Firstly, while Mayor Dickson may be compelled to act on the directive provided in Resolution No. 135-2007, he may not be compelled to do so in a certain way, as what was prayed for by Bandrang in seeking the cancellation of the contract and to re-lease the vacated market stalls to interested persons. It was enough that Mayor Dickson be reminded of his authority to cancel the contract under Item No. 11, but whether or not his decision would be for or against Bandrang would be for Mayor Dickson alone to decide. Not even the Court can substitute its own judgment over what he had chosen.

As it was, Mayor Dickson did act on the matter before him. He exercised his discretion by choosing not to cancel the contract on the ground of *pari delicto*, explaining that Bandrang, as the sub-lessee herself, was in violation of the same policy on subleasing. The complaint does not allege that in deciding this way, Mayor Dickson committed grave abuse of discretion, manifest injustice, or palpable excess of authority. Neither did Bandrang present proof that Mayor Dickson acted arbitrarily, wantonly, fraudulently, and against the interest of the public when he chose not to cancel the lease contract of petitioners.⁵⁷

⁵¹ *Philippine Amusement and Gaming Corporation v. Philippine Gaming Jurisdiction, Incorporated*, G.R. No. 177333, April 24, 2009, 586 SCRA 658, 664.

⁵² G.R. No. 93359, July 12, 1991, 199 SCRA 134.

⁵³ *Id.* at 149, citing *Magtibay v. Garcia*, G.R. No. L-28971, January 28, 1983, 120 SCRA 370.

⁵⁴ *Id.*, citing *Calvo v. De Gutierrez*, 4 Phil. 203 (1905).

⁵⁵ G.R. No. 122728, February 13, 1997, 268 SCRA 301.

⁵⁶ *Id.* at 306.

⁵⁷ See *Republic v. Capulong*, *supra*.

Further, aside from the imperative duty of the respondent in a petition for *mandamus* to perform that which is demanded of him, it is essential that, on the one hand, the person petitioning for it has a clear legal right to the claim that is sought.⁵⁸ To be given due course, a petition for *mandamus* must have been instituted by a party aggrieved by the alleged inaction of any tribunal, corporation, board or person which unlawfully excludes said party from the enjoyment of a legal right. The petitioner in every case must therefore be an aggrieved party, in the sense that he possesses a clear right to be enforced and a direct interest in the duty or act to be performed. The Court will exercise its power of judicial review only if the case is brought before it by a party who has the legal standing to raise the constitutional or legal question. "Legal standing" means a personal and substantial interest in the case such that the party has sustained or will sustain direct injury as a result of the government act that is being challenged.⁵⁹ Does Bandrang have such legal standing to institute the petition? We answer in the negative.

Following our ruling in the early case of *Almario v. City Mayor, et al.*,⁶⁰ where we ruled that the petitioner seeking to compel the city mayor to eject occupants of stalls in the public market had no *locus standi* to file the petition for *mandamus*, we also arrive here with the same conclusion. Similarly with *Almario*, Bandrang is not an applicant for any stall in the public market which is the subject of the controversy. She is neither a representative of any such applicant, stall holder, or any association of persons who are deprived of their right to occupy a stall in said market. As we have deduced in *Almario*:

x x x Verily, he is not the real party in interest who has the capacity, right or personality to institute the present action. As this Court has well said in an analogous case, "the petitioner does not have any special or individual interest in the subject matter of the action which would enable us to say that he is entitled to the writ as a matter of right. His interest is only that a *citizen at large coupled* with the fact that in his capacity a[s] president of the Association of Engineers it is his duty to safeguard the interests of the members of his association."⁶¹ (Italics in the original, citation omitted.)

WHEREFORE, in view of the foregoing, the petition is **GRANTED**. The Decision dated December 16, 2008 and Resolution dated June 19, 2009 of the Court of Appeals in CA-G.R. SP No. 103922, and the Resolution dated January 28, 2008 of the Regional Trial Court of Bayombong, Nueva Vizcaya are **REVERSED** and **SET ASIDE**. The Petition for *Mandamus* against Mayor Santiago O. Dickson is **DISMISSED**.

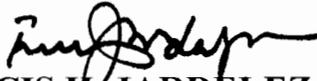
⁵⁸ *Olama v. Philippine National Bank*, G.R. No. 169213, June 22, 2006, 492 SCRA 343, 351.

⁵⁹ *Id.* at 353.

⁶⁰ G.R. No. L-21565, January 31, 1966, 16 SCRA 151.

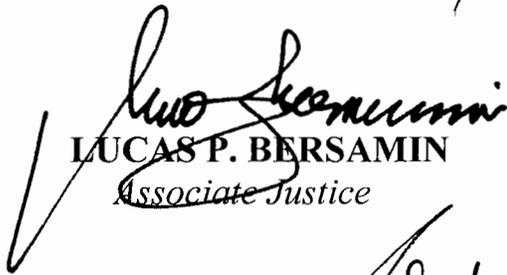
⁶¹ *Id.* at 153.

SO ORDERED.

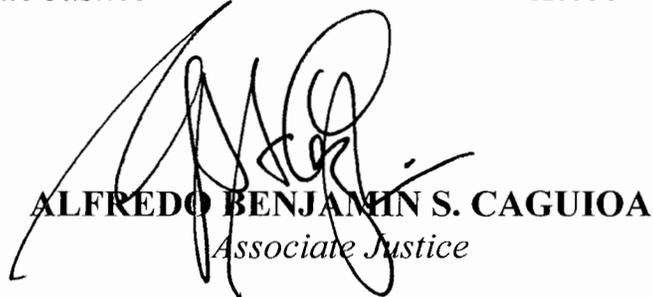

FRANCIS H. JARDELEZA
Associate Justice

WE CONCUR:


PRESBITERO J. VELASCO, JR.
Associate Justice
Chairperson


LUCAS P. BERSAMIN
Associate Justice


BIENVENIDO L. REYES
Associate Justice


ALFREDO BENJAMIN S. CAGUIOA
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.


PRESBITERO J. VELASCO, JR.
Associate Justice
Chairperson, Third Division

CERTIFICATION

Pursuant to Section 13, Article VIII of the Constitution, and the Division Chairperson's attestation, it is hereby certified 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.



MARIA LOURDES P. A. SERENO
Chief Justice

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WILFREDO V. LAPITAN
Division Clerk of Court
Third Division

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