



Republic of the Philippines
House of Representatives Electoral Tribunal
Electoral Tribunal Building
Commonwealth Avenue, Quezon City

NOTICE

Sirs/ Mesdames:

Please take notice that in HRET Case No. 13-029 (EP), *Faysah RPM Dumarpa vs. Ansaruddin A. Adiong (First District, Lanao del Sur)*, the Tribunal issued Resolution No. 14-099 dated May 29, 2014, which reads as follows:

On March 18, 2014, protestee filed a *Motion to Dismiss for Failure of the Protestant to Pay the Required Cash Deposit* dated March 17, 2014, raising as justification, protestant's failure to pay the cash deposit on or before March 14, 2014, as required in the February 21, 2014 *Order* of the Tribunal, wherein she was warned "that should she fail to pay the (required deposit) on the prescribed dates, the instant election protest shall be dismissed."

Relative to the aforesaid motion, noteworthy are the following circumstances:

1. In the *Order* issued on January 10, 2014, both parties were directed to augment their respective cash deposits in the amount of Three Million Eight Hundred Twenty-Two Thousand Two Hundred Five Pesos and 34/100 (Php3,822,205.34) and Five Hundred Twenty Thousand Seven Hundred Forty-Eight Pesos and 92/100 (Php520,748.92) within a non-extendible period of ten (10) days from notice;
2. Six (6) days from receipt thereof, or on January 23, 2013, protestant filed an *Urgent Motion (To Allow the Protestant to Augment Her Cash Deposit in an Installment Basis)* of even date, explaining that the required amount of cash deposit is quite huge and that her current financial problem is further aggravated by the fact that the then recent calamity in Mindanao makes it more difficult to pool her available resources, and that as a manifestation of her goodwill and unwavering vigilance to pursue the instant case, she had already deposited with the HRET Cash Management Service, on the same date, the initial payment of Five Hundred Thousand Pesos (Php500,000.00);

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3. Said partial payment by protestant of Five Hundred Thousand Pesos (Php500,000.00) and by protestee of Five Hundred Twenty Thousand Seven Hundred Forty-Eight Pesos and 92/100 (Php520,748.92) were noted, while the former's *Urgent Motion (To Allow the Protestant to Augment Her Cash Deposit in an Installment Basis)* was granted. Protestant was allowed to pay her balance in two installments: One Million Six Hundred Sixty-One Thousand One Hundred Two Pesos and 67/100 (Php1,661,102.67) not later than February 14, 2014, and the remaining half not later than March 4, 2014. She was further warned that should she fail to pay the said amount on the prescribed dates, the instant election protest will be dismissed;

4. On February 14, 2014, protestant merely paid Six Hundred Thousand Pesos (Php600,000.00) instead of the required One Million Six Hundred Sixty-One Thousand One Hundred Two Pesos and 67/100 (Php1,661,102.67). The difference of One Million Sixty-One Thousand One Hundred Two Pesos and 67/100 (Php1,061,102.67) was paid on February 19, 2014. In her *Manifestation and Compliance* dated February 20, 2014, filed on even date, protestant avers that the slight delay in paying the required amount is caused primarily by some unavoidable circumstances such as but not limited to her current economic predicament, and seeks the kind indulgence of the Tribunal to note and consider such manifestation as she firmly believes that the search for truth in the courts of law is inexpensive and fair; and

5. In the *Order* dated February 21, 2014, protestant's payment of Six Hundred Thousand Pesos (Php600,000.00) on February 14, 2014, and One Million Sixty-One Thousand One Hundred Two Pesos and 67/100 (Php1,061,102.67) on February 19, 2014, as well as her *Manifestation and Compliance* dated February 20, 2014, filed on even date, were noted. Although said payment was belatedly made, the same was considered sufficient partial compliance with the January 29, 2014 *Order*. However, protestant was reminded that she is obliged to fully pay the required amount of additional cash deposit on the prescribed period to avoid unnecessary delay in the disposition of the instant case, that the remaining balance is due for payment not later than March 14, 2014, and that there are repercussions provided in the 2011 HRET Rules in case of failure to pay the additional cash deposit within the prescribed period.

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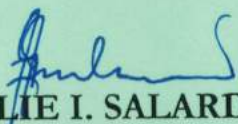
Records show that to date, protestant still has not paid the One Million Six Hundred Sixty-One Thousand One Hundred Two Pesos and 67/100 (Php1,661,102.67) due for payment not later than March 14, 2014.

Rule 33 of the 2011 HRET Rules reads:

“Rule 33. Effect of Failure to Make Cash Deposit.- If a party fails to make the cash deposits or additional deposits, herein provided within the prescribed time limit, the Tribunal may dismiss the protest, xxxx, or take such action as it may deem equitable under the circumstances.”

WHEREFORE, the Tribunal **NOTES** protestee’s *Motion to Dismiss for Failure of the Protestant to Pay the Required Cash Deposit* dated March 17, 2014, filed on March 18, 2014.

The instant protest is hereby **DISMISSED** for failure of protestant to pay the additional cash deposit within the prescribed time pursuant to Rule 33 of the 2011 HRET Rules.


GIRLIE I. SALARDA
Secretary of the Tribunal

Copy furnished:

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