



KATARUNGANG PAMBARANGAY

A H A N D B O O K



Katarungang Pambarangay: A Handbook

WRITERS

Maricel Vigo

Atty. Marlon Manuel, SALIGAN

TECHNICAL AND EDITORIAL TEAM

Atty. Marlon Manuel, SALIGAN

Divina Lopez, LGSP

Myn Garcia, LGSP

Vic Alfaro, LGSP

Edgar Catalan, LGSP

Raissa Jajurie, SALIGAN Mindanao

Raymond Salas, SALIGAN Mindanao

Pedrito Acosta, Region 12

Liza del Norte, IPHC

Allan Carpio, RCED

ILLUSTRATIONS AND COVER DESIGN

Arnold Beroya

ART DIRECTION AND LAYOUT

Alecks P. Pabico/Disenyong Magilas



KATARUNGANG PAMBARANGAY

A H A N D B O O K

Katarungang Pambarangay: A Handbook

Copyright © 2004 Philippines-Canada Local Government Support Program (LGSP)

All rights reserved

The Philippines- Canada Local Government Support Program (LGSP) encourages the use, translation, and adaptation and copying of this material for non-commercial use, with appropriate credit given to LGSP.

Although reasonable care has been taken in the preparation of this handbook, neither the publisher and/or contributor and/or writer can accept any liability for any consequence arising from the use thereof or from any information contained herein.

ISBN 971-92952-0-1

Printed and bound in Manila, Philippines

Published by:

Sentro ng Alternatibong Lingap Panligal (SALIGAN)

1/F Hoffner Bldg., Social Development Complex
Ateneo de Manila University, Loyola Heights, 1108
Quezon City, Philippines
☎ (632) 4266001 local 4858 or 4860

Philippines-Canada Local Government Support Program (LGSP)

Unit 1507 Jollibee Plaza
Emerald Avenue, 1600 Pasig City, Philippines
☎ (632) 637 3511-13
www.lgsp.org.ph

This project was undertaken with the financial support of the Government of Canada provided through the Canadian International Development Agency (CIDA).



**PHILIPPINES-CANADA
LOCAL GOVERNMENT
SUPPORT PROGRAM**

Programme de soutien aux
gouvernements locaux

A JOINT PROJECT OF



Department of the Interior
and Local Government (DILG)



National Economic and
Development Authority (NEDA)



Canadian International
Development Agency

IMPLEMENTED BY



Agriteam Canada
www.agriteam.ca



Federation of
Canadian Municipalities
Fédération canadienne
des municipalités

Federation of Canadian
Municipalities (FCM)
www.fcm.ca

CONTENTS

Foreword	vii
Acknowledgements	ix
Preface	xi
Definition of Terms	xiii
Introduction	1

PART 1: ACTUAL PROCESSES

Chapter 1 — Constitution of the <i>Lupon</i>	9
Chapter 2 — Mediation through the <i>Punong Barangay</i>	20
Chapter 3 — Conciliation through the <i>Pangkat Tagapagkasundo</i>	33
Chapter 4 — Arbitration	52
Chapter 5 — Indigenous Modes of Dispute Resolution	58

PART 2: BENEFITS, INCENTIVES AND AWARDS

Chapter 1 — Scholarships	69
Chapter 2 — Incentives and Awards	73

Annexes — *Katarungang Pambarangay* Forms

KP Form # 1	Notice to Constitute the <i>Lupon</i>
KP Form # 2	Appointment Letter
KP Form # 3	Notice of Appointment
KP Form # 4	List of Appointed <i>Lupon</i> Members
KP Form # 5	<i>Lupon</i> Member Oath Statement
KP Form # 6	Withdrawal of Appointment
KP Form # 7	Complainant's Form
KP Form # 8	Notice of Hearing
KP Form # 9	Summon for the Respondent
KP Form # 10	Notice for Constitution of <i>Pangkat</i>
KP Form # 11	Notice to Chosen <i>Pangkat</i> Member
KP Form # 12	Notice of Hearing (Conciliation Proceedings)
KP Form # 13	Subpoena Letter
KP Form # 14	Agreement for Arbitration

KP Form # 15	Arbitration Award
KP Form # 16	Amicable Settlement
KP Form # 17	Repudiation
KP Form # 18	Notice of Hearing for Complainant
KP Form # 19	Notice of Hearing for Respondent
KP Form # 20	Certification to File Action (from <i>Lupon</i> Secretary)
KP Form # 21	Certification to File Action (from <i>Pangkat</i> Secretary)
KP Form # 22	Certification to File Action
KP Form # 23	Certification to Bar Action
KP Form # 24	Certification to Bar Counterclaim
KP Form # 25	Motion for Execution
KP Form # 26	Notice of Hearing (Re: Motion for Execution)
KP Form # 27	Notice of Execution
KP Form # 28	Monthly Transmittal of Final Reports

FOREWORD

IT has always been a source of pride for us in the Department of the Interior and Local Government to bear witness to outstanding initiatives of partners in local governance. We are therefore pleased to acknowledge the latest publication of the Philippines-Canada Local Government Support Program (LGSP), *Katarungang Pambarangay: A Handbook*.

Republic Act 7160, otherwise known as the 1991 Local Government Code, gives barangays the mandate to enforce peace and order and provide support for the effective enforcement of human rights and justice. Decentralization has facilitated the recognition of the *Katarungang Pambarangay* or Barangay Justice System as an alternative venue for the resolution of disputes. The challenge facing local governments now is to maximize and harness the *katarungang pambarangay* as one of the most valuable mechanisms available in administering justice, advancing human rights protection and resolving and/or mediating conflict at the barangay level through non-adversarial means.

Katarungang Pambarangay: A Handbook provides local governments an easy-to-use tool with which to take up this challenge. It fills the need to increase the awareness and understanding of *katarungang pambarangay* and its value as an empowering and alternative tool for the resolution of community and family disputes at the barangay level. With the fast-evolving demand for access to justice, there is a need to utilize this mechanism more strategically and proactively as a way to promote peace at the grassroots. The *Punong Barangay* (Barangay Heads), members of the *Lupong Tagapamayapa* (Peace Council) and communities will



benefit greatly from this publication. Moreover, development workers, the academe and non-governmental and people's organizations will also find this handbook useful in their work on barangay justice.

This undertaking complements the efforts of the DILG to popularize and mainstream governance knowledge products through the Local Government Academy and the agency's regional learning centers.

The handbook provides a means for improved access to dispute resolutions and will go a long way towards enhancing knowledge on and strengthening barangay governance and justice. The DILG, therefore, congratulates the Philippines-Canada Local Government Support Program for its commitment and meaningful contributions to promoting excellence in barangay governance as an integral element of good, responsive and accountable local governance.

A handwritten signature in black ink, appearing to read 'Jose D. Lina Jr.', with a stylized, cursive script.

HON. JOSE D. LINA JR.

Secretary

Department of the Interior and Local Government

ACKNOWLEDGEMENTS

THE support, collaboration and creative contributions of the following individuals and institutions are invaluable and were essential to the completion of this publication:

The Philippines-Canada Local Government Support Program led by Alix Yule and Marion Maceda Villanueva for providing the necessary direction and support

The Sentro ng Alternatibong Lingap Panligal (SALIGAN), especially Atty. Marlon J. Manuel, for their partnership

Maricel Vigo for the overall writeup and excellent technical contribution

LGSP Area Managers Tess Gajo, Merlinda Hussein, Evelyn Jiz and LGSP Program Officers namely Vic Alfaro, Edgar Catalan, Abduljim Hassan and Cris Tagupa for their invaluable collaboration

LGSP Local Resource Partners Raissa Jajurie and Raymond Salas of SALIGAN Mindanao, Pedrito Acosta (Reg 12), Liza del Norte of Institute of Primary Health Care (IPHC), Allan Carpio of Resource Center for Empowerment and Development (RCED) for their technical contribution

Divina Luz Lopez for her overall project management and technical expertise in ensuring the quality of this publication

Myn Garcia for providing technical and creative direction, and overall supervision of the design, layout and production



Arnold Beroya for the illustrations and Alecks Pabico for layout and overall art direction

Raymond Oliveros, Janilo Rubiato and Tess Tajanlangit for the translation of the handbook to *Tagalog*, *Cebuano* and *Ilonggo*, respectively

Ria Adapon and Sef Carandang for overall coordination and editorial work

Gigi Barazon and the rest of the LGSP administrative staff for providing support.

PREFACE

KATARUNGANG Pambarangay: A Handbook is the latest publication of the Philippines-Canada Local Government Support Program (LGSP) as part of its mandate to mainstream effective and responsive barangay governance.

Republic Act 7160 or the Local Government Code of 1991 expanded the scope and powers of the *Katarungang Pambarangay* or the Barangay Justice System designed not merely to decongest the courts of cases but to address inequalities in access to justice, particularly experienced by marginalized communities. The barangays, being the basic political unit in the country, is in the most strategic position to facilitate resolution or mediation of community and family disputes, alongside its mandate to deliver basic services.

In empowering local government units in Western Visayas and Mindanao, LGSP has designed initiatives that strengthen barangay governance, including enhancing and mainstreaming the use of and access to the barangay justice system. The *Katarungang Pambarangay: A Handbook* was designed to provide a user-friendly, easy to read and simple tool to promote the knowledge of the *katarungang pambarangay* as an effective alternative mechanism for dispute resolution.

This handbook aims to increase the understanding of the *Punong Barangays* (barangay heads) and members of the *Lupong Tagapamayapa* (Barangay Peace Council) on the processes and procedures of the barangay justice system to enable them to maximize its use in their communities. It is also intended to provide a practical overview for the



members of the communities — paralegals, non-government and people's organizations — regarding the role and benefits of the *katarungang pambarangay* in their lives.

By doing so, LGSP hopes that it would somehow make a difference in people's lives by contributing to a better understanding and strategic administration of the barangay justice system. *Katarungang Pambarangay: A Handbook* is a modest contribution to creating greater awareness of an alternative to what can be an elitist and complex legal system, often characterized by an arduous legal process. This publication is a way to empower grassroots communities to exact their basic rights and provide them a viable way to do so.

The Philippines-Canada Local Government
Support Program

DEFINITION OF TERMS

Adjudication is the power of courts or quasi-judicial agencies to decide cases filed before them and falling within their jurisdiction.

Amicable Settlement is an agreement reached during mediation and conciliation proceedings.

Arbitration is a process wherein the third party from outside the judicial system is chosen by parties to hear and decide their dispute.

Arbitration Award is the decision reached by either the *lupon* chairperson or *pangkat*, as the case may be, upon prior agreement in writing by the parties to a dispute for the adjudicators to resolve it.

Attachment is a provisional remedy in the form of an order issued by a judge before whom the case is pending by which the property is taken into legal custody as security for satisfaction of a judgment obtained by the prevailing party, either at the commencement of the action or any time after the filing of the case before the final judgment

Complainant — plaintiff

Complaint is a concise statement of ultimate facts constituting the plaintiff's cause and causes of action.

Conciliation is a process wherein the *Pangkat* forgoes the power to decide or recommend but assist the parties to isolate issues and options to reach a settlement by consensus that jointly satisfies their needs



Delivery of Personal Property (Replevin) is provisional remedy by which a judge before whom an action is pending for the recovery of personal property issues an order for the delivery of such property to the movant or the party filing the petition upon filing of a bond to guarantee its return or to answer for the damages.

Execution is the process of exacting satisfaction for on or both of the parties through compulsory or coercive means. It entails the enforcement of the terms of the amicable settlement or arbitration award in so far as this may enjoin or command any of the parties to perform an act, give something or refrain from doing some act

Habeas Corpus is a judicial proceeding for the purpose of releasing a person who is illegally deprived of liberty or restoring rightful custody to the person who has been deprived of.

Incompetent means a person who is suffering the penalty of civil interdiction; or who is a hospitalized leper, prodigal, deaf and dumb who is unable to communicate; one who is of unsound mind, even though he has a lucid intervals and a person not being unsound mind but by reason of age, disease, weak mind, and other similar causes, cannot, without outside aid, take care of himself and manage his property, becoming thereby an easy prey for deceit and exploitation.

Jurisdiction is an authority to hear and decide a case and given by law and cannot be agreed by the parties

Katarungang Barangay (KP) is a system of justice administered at the barangay level for the purpose of amicable settling disputes through mediation, conciliation or abitration among the family or barangay without resorting to the courts.

Lupong Tagapamayapa (Lupon) is a body organized in every barangay composed of *Punong Barangay* as the chairperson and not less than ten (10) and more than twenty from which the members of every *Pangkat* shall be chosen.

Mediation is a process wherein the *Lupon* chairperson or Barangay Chairperson assists the disputing parties to reach a settlement by consensus that jointly satisfies their needs.

Minor is a person below eighteen (18) years of age.

Next of Kin is an individual who is a relative or a responsible friend with whom the minor or incompetent lives

Pangkat Tagapagkasundo (Pangkat) is a conciliation panel constituted from the *Lupon* membership for every dispute brought before the *Lupon* consisting of three (3) members after the *Punong Barangay* has failed in his mediation efforts.

Preliminary injunction is a provisional remedy in the form of an order issued by a judge before whom the case is pending at any stage before the final judgment requiring a person to refrain from a particular act.

Repudiation is an act of rejecting the validity or refusing to accept the terms and conditions of agreement on the ground of vitiation of consent by fraud, violence or intimidation.

Respondent — defendant

Statute of Limitations is the law which bars or does not allow the institution or filing of an action or case against another after the expiration of the period prescribe d for such action or offense

Support Pendente Lite is a provisional remedy in a



form of an order issued by a judge before whom the case is pending granting allowance, dwelling, clothing, education and medical attendance to the person entitled thereof.

Venue is the place where the case is to be heard and decided. This is not fixed by law except in criminal cases, and can be agreed upon by the parties.

INTRODUCTION

THE *Katarungang Pambarangay* or Barangay Justice System is a community-based dispute settlement mechanism that is administered by the basic political unit of the country, the *barangay*. As a community-based mechanism for dispute resolution, it covers disputes between members of the same community (generally, same city/municipality) and involves the *Punong Barangay* and other members of the communities (the *Lupon* members) as intermediaries (mediators, conciliators, and, sometimes, arbitrators).

The establishment and operation of the Barangay Justice System is mandated by Republic Act No. 7160 or the Local Government Code of 1991. Prior to this law, however, the establishment of the Barangay Justice System had been covered by Presidential Decree 1508 in 1978 and Batas Pambansa Blg. 337 or the 1983 Local Government Code.

When PD 1508 first decreed the setting up of the Barangay Justice System, the law had the following objectives:

- ▶ To promote the speedy administration of justice
- ▶ To minimize the indiscriminate filing of cases in courts
- ▶ To minimize the congestion of court dockets and thereby enhance the quality of justice dispensed by the courts
- ▶ To perpetuate and recognize the time-honored tradition of amicably settling disputes at the community level

These same objectives are stated in the *Katarungang Pambarangay* Rules that were promulgated by the Department of Justice on June 1, 1992, pursuant to the mandate of the Local Government Code. These rules serve as the implementing rules for the provisions of the Local Government Code on the establishment, administration, and operation of the Barangay Justice System.

Under the Barangay Justice System, the main strategy for settling disputes is to provide a venue for the disputing parties to search for a solution that is mutually acceptable. Hence, the primary role of the system is not to decide disputes and impose a solution on the parties but to assist the parties in discussing the possible amicable settlement of their disputes. The *Punong Barangay* and the community conciliators (*Lupon* members) do not act as judges or adjudicators of disputes but as facilitators for the disputing parties' discussion of possible solutions. For this reason, the personal appearance and participation of the disputing parties is necessary, while the non-appearance of the parties will have corresponding sanctions. Also because of the need for the disputing parties' personal participation in the conciliation proceedings, disputes involving non-

Simply put, the Barangay Justice System provides a friendly, inexpensive, and speedy forum for the settlement of disputes where the parties can freely explore options for amicably resolving their disputes without resorting to the courts.

natural persons like corporations are not subject to the conciliation proceedings of the Barangay Justice System.

The Barangay Justice System provides an alternative mode for dispute resolution to the costly and lengthy process of settling

disputes in regular courts. Instead of going through the very technical procedure of filing formal pleadings and presenting evidence in courts, the parties of a dispute are given the opportunity to try to talk to each other and resolve their disputes amicably. The technical processes and rules that are usually applied in court proceedings are not applied. Filing a case in court, or defending oneself against such a case,

would necessarily entail the services of lawyers. In the Barangay Justice System, however, the parties do not need to secure the services of lawyers. In fact, the law prohibits the participation of lawyers in the

conciliation proceedings. While cases that are tried in courts generally take years to be resolved, cases that go through the Barangay Justice System would generally take only a few weeks.

In some areas where the courts are inaccessible, both because of location and because of the prohibitive costs of litigation, the Barangay Justice System, with all its limitations, can be the only venue that the poor can avail of for the resolution of their disputes.

Simply put, the Barangay Justice System provides a friendly, inexpensive, and speedy forum for the settlement of disputes where the parties can freely explore options for amicably resolving their disputes without resorting to the courts.

On the issue of access to justice, the Barangay Justice System provides an accessible mechanism for resolving the justice issues of the poor.

In some areas where the courts are inaccessible, both because of location and because of the prohibitive costs of litigation, the Barangay Justice System, with all its limitations, can be the only venue that the poor can avail of for the resolution of their disputes.



The Barangay Justice System is also envisioned to complement the courts in administering justice. For cases that are covered by the Barangay Justice System, it is compulsory for the parties to go through the Barangay Justice System proceedings first before going to court. Failure to do so would mean the dismissal of the parties' claim or counterclaim. It is only when the Barangay Justice System has failed to resolve the dispute that the parties will be allowed to bring their case to court.

The Supreme Court issued Administrative Circular No. 14-93 on July 15, 1993 directing the courts to ensure compliance with the requirement of prior recourse to the Barangay Justice as a condition for filing a complaint in court for cases that are covered by the system.

With more disputing parties settling their disputes at the community level, it is expected that the filing of cases between members of the same community will be minimized. This, in turn, will help reduce the congestion of the courts' dockets and, hopefully, improve the efficiency and quality of the courts' dispensation of justice. The Barangay Justice system is, thus, both an alternative and complementary mode of resolution to the court system.

The Barangay Justice System maximizes the use of time-honored traditions and practices of communities in settling disputes between community members. Filipinos traditionally resort to the help of older members of the family, community elders, or tribe leaders in resolving disputes between members of the same family or community. This is the common practice that is recognized and formalized by the Barangay Justice System. In lieu of family members, community elders, or tribe leaders, the Barangay Justice System uses the *Punong Barangay* and the *Lupon* Members, who are appointed from the respected members of the

community. In recognition of traditional customary practices in some indigenous communities, the law on the Barangay Justice System provides that in communities that have distinct traditional practices of settling disputes, the customs and traditions of the indigenous cultural communities shall be applied. Thus, local systems of settling disputes through their councils of *datus* or elders are recognized and followed with the same force and effect as the procedure laid down in the law.

The Supreme Court issued Administrative Circular No. 14-93 on July 15, 1993 directing the courts to ensure compliance with the requirement of prior recourse to the Barangay Justice as a condition for filing a complaint in court for cases that are covered by the system.

The strength of the Barangay Justice System lies in the fact that it is based in the community itself, and is administered by community members using traditional practices in dispute resolution. With this set-up, the disputing parties are expected to be more comfortable in discussing their problems and in exploring solutions to the disputes. It is likewise expected that the community-based set-up of the Barangay Justice System will ensure that the parties will honor the amicable settlement that was agreed upon. Ultimately, the Barangay Justice System is envisioned to live up to its name. It is expected to ensure the dispensation of justice at the grassroots level.

The first part of the handbook discusses the actual processes of the *Katarungang Pambarangay* (KP). The second part deals with the benefits, incentives and awards of the system. The Annexes contains samples of all the KP forms that are used in the process, for reference.



This handbook has also been translated to three Philippine dialects, namely *Tagalog*, *Cebuano* and *Ilonggo*, to facilitate greater use and understanding of the system at the community level. Also, a handbook on the Barangay Justice System in ARMM is being developed, which takes a look at the existing indigenous/traditional mechanisms of dispensing justice in the Muslim and Moro cultures.

P A R T O N E



**ACTUAL
PRACTICES**

CONSTITUTION OF THE LUPON

ONE MORNING
IN BARANGAY
PAG-ASA...



GOOD MORNING, KAPITAN PEDRING.



HELLO. GOOD MORNING,
TOO. CONGRATULATIONS
TO THE NEW *PUNONG*
BARANGAY OF BAGONG
DIWA. WHAT CAN I DO
FOR YOU?



THANK YOU. ACTUALLY, I CAME
TO ASK SOME QUESTIONS
REGARDING THE ADMINISTRA-
TION OF THE BARANGAY
JUSTICE
SYSTEM IN
OUR
BARANGAY.



WELL, YOU HAVE COME
TO THE RIGHT
PERSON, SIT
DOWN AND
HAVE SOME
COFFEE.



YOU KNOW CELIA, BARANGAY JUSTICE OR
KATARUNGANG PAMBARANGAY IS ONE
IMPORTANT SYSTEM IN OUR BARANGAY TO
RESOLVE DISPUTES FAIRLY AND SPEEDILY.
THIS IS A SALIENT PART OF THE
BARANGAY'S FUNCTION TO PROMOTE
PEACE AND HARMONIOUS RELATIONSHIPS
AMONG COMMUNITY MEMBERS. THIS IS
ALSO IN RECOGNITION OF THE CAPACITY
OF THE BARANGAY AND ITS LEADERS TO
FACILITATE THE SETTLEMENT AND
RESOLUTION OF DISPUTES AT THEIR LEVEL.



I SEE. BUT IS IT ONLY THE *PUNONG BARANGAY* WHO HAS THE AUTHORITY TO CONSTITUTE THE *LUPON*?



YES, THE *PUNONG BARANGAY* CAN APPOINT THE *LUPON* MEMBERS. IT IS HIS/HER EXCLUSIVE PREROGATIVE — NO NEED FOR APPROVAL, / CONFIRMATION OR RATIFICATION OF THE *SANGGUNIANG BARANGAY*.



WHAT IF THE *PUNONG BARANGAY* FAILS TO ORGANIZE THE *LUPON*?

HE/SHE CAN BE CHARGED OF NEGLIGENCE OF DUTY AND BE SUBJECTED TO ADMINISTRATIVE SANCTIONS.

REALLY? WHEN AND HOW CAN I CONSTITUTE THE *LUPON*?

WITHIN FIFTEEN (15) DAYS FROM THE START OF OUR TERM AS *PUNONG BARANGAY*, WE SHOULD ISSUE A NOTICE TO CONSTITUTE THE *LUPON* AND PREPARE THE LIST OF THE NAMES OF PROPOSED *LUPON* MEMBERS.

HOW MANY PEOPLE SHOULD I INCLUDE IN THE LIST?

A MINIMUM OF TEN AND A MAXIMUM OF TWENTY PERSONS.



10-20 = LUPON





WHO ARE QUALIFIED TO BE MEMBERS OF THE LUPON?

ANYBODY WHO IS AN ACTUAL RESIDENT OR WORKING IN THE BARANGAY, OF LEGAL AGE AND POSSESSES THE FOLLOWING QUALITIES: INTEGRITY, IMPARTIALITY, INDEPENDENCE, FAIRNESS, REPUTATION FOR PROBITY, PATIENCE, RESOURCEFULNESS, OPEN-MINDEDNESS AND FLEXIBILITY, CAN BE A MEMBER OF THE LUPON.

QUALIFIED AS LUPON MEMBERS

- ▶ ACTUAL RESIDENTS/
WORKING IN THE
BARANGAY
- ▶ OF LEGAL AGE
- ▶ WITH THE FOLLOWING
QUALITIES:
 - ▷ INTEGRITY,
 - ▷ IMPARTIALITY,
 - ▷ INDEPENDENCE,
 - ▷ FAIRNESS,
 - ▷ REPUTATION FOR
PROBITY,
 - ▷ PATIENCE,
 - ▷ RESOURCEFULNESS,
 - ▷ OPEN-MINDEDNESS
 - ▷ FLEXIBILITY

DISQUALIFIED TO BE LUPON MEMBERS

- ▶ BELOW **18** YRS OF AGE
- ▶ INCOMPETENT
- ▶ CONVICTED OF A CRIME
CARRYING WITH IT
PENALTIES OF PERPETUAL
OR TEMPORARY
DISQUALIFICATION FROM
HOLDING PUBLIC OFFICE
- ▶ ELECTED GOVERNMENT
OFFICIAL
- ▶ MEMBER OF ARMED
FORCES WHO IS IN THE
ACTIVE SERVICE

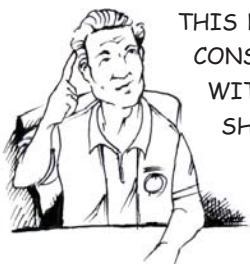


AFTER IDENTIFYING THE 10-20 MEMBERS OF MY LUPON, WHAT ARE THE NEXT STEPS?



YOUR SECRETARY, WHO IS ALSO THE CONCURRENT SECRETARY OF LUPON, SHALL PREPARE A NOTICE TO CONSTITUTE THE LUPON USING KP FORM 1.

AFTER THAT, WHERE SHALL WE PUT THE NOTICE?



THIS NOTICE SHALL BE POSTED IN THREE CONSPICUOUS OR STRATEGIC PLACES WITHIN THE BARANGAY. THE NOTICE SHALL CONTAIN AN INVITATION TO ALL BARANGAY MEMBERS TO ENDORSE OR OPPOSE THE PROPOSED APPOINTMENT OF ANY PERSON/S INCLUDED IN THE LIST. THE

RECOMMENDATION SHALL BE MADE WITHIN THE PERIOD OF POSTING FOR THREE WEEKS.

KP FORM # 1: NOTICE TO CONSTITUTE THE *LUPON*

Republic of the Philippines
Province of _____
CITY/MUNICIPALITY OF _____
Barangay _____
OFFICE OF THE PUNONG BARANGAY

_____, 20__

NOTICE TO CONSTITUTE THE *LUPON*

To All Barangay Members and All Other Persons Concerned:

In compliance with Section 1(a), Chapter 7, Title One, Book III, Local Government Code of 1991 (Republic Act No. 7160), of the Katarungang Pambarangay Law, notice is hereby given to constitute the *Lupon* Tagapamayapa of this Barangay. The persons I am considering for appointment are the following:

- | | |
|-----------|-----------|
| 1. _____ | 13. _____ |
| 2. _____ | 14. _____ |
| 3. _____ | 15. _____ |
| 4. _____ | 16. _____ |
| 5. _____ | 17. _____ |
| 6. _____ | 18. _____ |
| 7. _____ | 19. _____ |
| 8. _____ | 20. _____ |
| 9. _____ | 21. _____ |
| 10. _____ | 22. _____ |
| 11. _____ | 23. _____ |
| 12. _____ | 24. _____ |
| | 25. _____ |

They have been chosen on the basis of their suitability for the task of conciliation considering their integrity, impartiality, independence of mind, sense of fairness and reputation for probity in view of their age, social standing in the community, tact, patience, resourcefulness, flexibility, open mindedness and other relevant factors. The law provides that only those actually residing or working in the barangay who are not expressly disqualified by law are qualified to be appointed as *Lupon* members. All persons are hereby enjoined to immediately inform me and of their opposition to or endorsement of any or all the proposed members or recommend to me other persons not included in the list but not later than the _____ day of _____, 20__ (the last day for posting this notice).

Punong Barangay

IMPORTANT: This notice is required to be posted in three (3) conspicuous places in the barangay for at least three (3) weeks

WARNING: Tearing or defacing this notice shall be subject to punishment according to law.



YOU MEAN, ANY MEMBER OF MY
BARANGAY CAN PROTEST OR
RECOMMEND SOMEBODY FROM THE
BARANGAY?

YES, *KAPITANA*. AND TEN DAYS AFTER THE

LAST DAY OF POSTING, YOU
SHALL PUT IN WRITING
YOUR APPOINTMENT OF
YOUR *LUPON* MEMBERS

USING **KP FORM 2**, DULY SIGNED BY THE
PUNONG BARANGAY AND ATTESTED BY THE
BARANGAY SECRETARY.



KP FORM # 2: APPOINTMENT LETTER

Republic of the Philippines
Province of _____
CITY/MUNICIPALITY OF _____
Barangay _____
OFFICE OF THE PUNONG BARANGAY

_____, 20____
(Date)

APPOINTMENT

TO: _____

Pursuant to Chapter 7, Title One, Book III, Local Government Code of 1991 (Republic Act No. 7160), you are hereby appointed MEMBER of the Lupong Tagapamayapa of this Barangay effective upon taking your oath of office and until a new *Lupon* is constituted on the third year following your appointment.

Punong Barangay

ATTESTED:

Barangay Secretary



THE NEWLY APPOINTED *LUPON*
MEMBERS SHALL TAKE THEIR OATH
IMMEDIATELY BEFORE YOU AS
PUNONG BARANGAY USING **KP**
FORM 5.

KP FORM # 5: *LUPON* MEMBER OATH STATEMENT

Republic of the Philippines
Province of _____
CITY/MUNICIPALITY OF _____
Barangay _____
OFFICE OF THE PUNONG BARANGAY

OATH OF OFFICE

Pursuant to Chapter 7, Title One, Book II, Local Government Code of 1991 (Republic Act No. 7160), I _____, being duly qualified and having been duly appointed MEMBER of the *Lupong Tagapamayapa* of this Barangay, do hereby solemnly swear (or affirm) that I will faithfully and conscientiously discharge to the best of my ability, my duties and functions as such member and as member of the Pangkat ng Tagapagkasundo in which I may be chosen to serve; that I will bear true faith and allegiance to the Republic of the Philippines; that I will support and defend its Constitution and obey the laws, legal orders and decrees promulgated by its duly constituted authorities; and that I voluntarily impose upon myself this obligation without any mental reservation or purpose of evasion.

SO HELP ME GOD. (In case of affirmation the last sentence will be omitted.)

Member

SUBSCRIBED AND SWORN to (or AFFIRMED) before me this ____ day
of _____, 20 ____.

Punong Barangay



AFTER THEIR
OATH TO OFFICE,
WHAT WILL I
DO NEXT?

THE LIST OF APPOINTED
LUPON MEMBERS SHALL
BE POSTED IN THREE
STRATEGIC AND HIGHLY
VISIBLE PLACES IN
THE BARANGAY.



SIX STEPS TO CONSTITUTE THE *LUPON*

- STEP 1: Determining the actual number
of *Lupun* Members
- STEP 2: Preparing a notice to constitute the *Lupun*
- STEP 3: Posting the notice to constitute the *Lupun*
- STEP 4: Appointment of *Lupun* Members
- STEP 5: Oath taking of *Lupun* members
- STEP 6: Posting

WHAT IS THE TERM OF OFFICE OF EACH LUPON MEMBER?



UPON APPOINTMENT, EACH LUPON MEMBER SHALL SERVE FOR THREE (3) YEARS UNLESS TERMINATED BY DEATH, RESIGNATION, TRANSFER OF RESIDENCE OR PLACE OF WORK, OR WITHDRAWAL OF APPOINTMENT BY THE PUNONG BARANGAY. HOWEVER, THE WITHDRAWAL SHOULD BE CONCURRED WITH A MAJORITY OF ALL THE MEMBERS OF LUPON. (SEE KP FORM 6)

ARE THE LUPON MEMBERS ENTITLED TO SOME COMPENSATION? DO THEY HAVE BENEFITS DUE TO THEM?



THE LUPON MEMBERS SHALL SERVE WITHOUT ANY COMPENSATION. IF THE BARANGAY HAS ENOUGH FUNDS, WE CAN ALWAYS GIVE HONORARIA TO LUPON MEMBERS WHO HAVE PARTICIPATED IN THE RESOLUTION OF A PARTICULAR CASE. ON THE OTHER HAND, UNDER COMMISSION ON HIGHER EDUCATION (CHED) ORDER 62 SERIES OF 1997, TWO DAUGHTERS OR SONS OF A LUPON MEMBER ARE QUALIFIED TO BECOME A STATE SCHOLAR IN TERTIARY EDUCATION TO ANY STATE COLLEGES OR UNIVERSITIES.

KP FORM # 6: WITHDRAWAL OF APPOINTMENT

Republic of the Philippines
Province of _____
CITY/MUNICIPALITY OF _____
Barangay _____
OFFICE OF THE LUPONG TAGAPAMAYAPA

_____, 20____
(Date)

WITHDRAWAL OF APPOINTMENT

TO: _____

After due hearing and with the concurrence of a majority of all the Lupong Tagapamayapa members of this Barangay, your appointment as member thereof is hereby withdrawn effective upon receipt hereof, on the following ground/s:

☐ incapacity to discharge the duties of your office as shown by

☐ unsuitability by reason of _____
(Check whichever is applicable and detail or specify the act/s or omission/s constituting the ground/s for withdrawal.)

Punong Barangay/Lupon Chairman
CONFORME (Signatures):

- | | |
|----------|-----------|
| 1. _____ | 7. _____ |
| 2. _____ | 8. _____ |
| 3. _____ | 9. _____ |
| 4. _____ | 10. _____ |
| 5. _____ | 11. _____ |
| 6. _____ | |

Received this _____ day of _____, 19____.

Signature

NOTE:

The members of the Lupon conforming to the withdrawal must personally affix their signatures or thumb marks on the pertinent spaces above. The withdrawal must be conformed to by more than one-half of the total number of members of the Lupon including the Punong Barangay and the member concerned.





GOOD TO
HEAR!...
AT LEAST
THEIR
COMMIT-

MENT AND SERVICES ARE
MORE OR LESS COMPEN-
SATED. WHERE CAN WE
SOURCE OTHER FUNDS
FOR THE *LUPON*
OPERATIONS ASIDE
FROM *BARANGAY FUNDS*?

WE CAN ALWAYS ASK
THE MUNICIPAL
GOVERNMENT FOR SOME
ALLOCATION REGARDING
THE OPERATIONS OF
LUPON AND INCLUDE
IT IN ITS
ANNUAL
BUDGET.



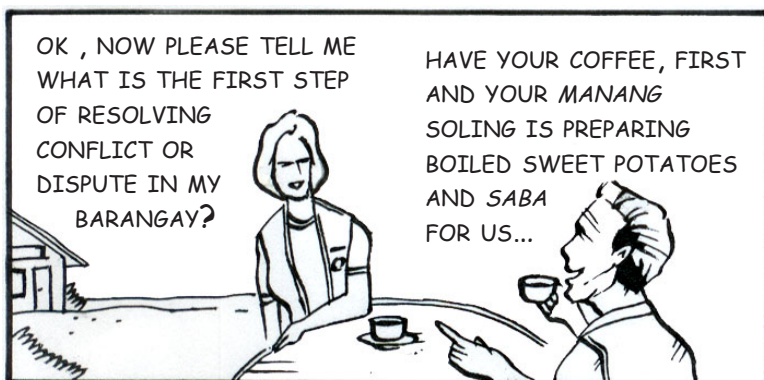
BACK TO MY ROLE AS A
CHAIRPERSON OF *LUPON*, ARE
THERE ANY SPECIFIC
FUNCTIONS RELATED TO
ADMINISTERING *BARANGAY*
JUSTICE?

INDEED, YOUR ROLE AS
CHAIRPERSON OF *LUPON* IS
VERY CRUCIAL. HOWEVER, WE
CAN DISCUSS IT AS WE GO
ALONG WITH THE DIFFERENT
WAYS OF RESOLVING
DISPUTES OR CONFLICTS IN
YOUR *BARANGAY*...

HOW CAN I INVOLVE MY
SANGGUNIANG
BARANGAY IN
BARANGAY JUSTICE
ADMINISTRATION?



WELL, THE *SANGGUNIANG*
BARANGAY HAS THE DUTY TO
PROVIDE THE ADMINIS-
TRATIVE NEEDS OF THE
LUPONG TAGAPAMAYAPA
AND THE *PANGKAT*
TAGAPAGKASUNDO BY
ALLOCATING FUNDS
FROM THE INTERNAL
REVENUE ALLOTMENT
FOR THE *KATARUNGANG*
PAMBARANGAY.



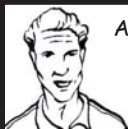
THIS *SABA* IS SO SWEET.



REALLY? THANKS FOR THE COMPLIMENTS! WHAT IS YOUR QUESTION AGAIN?



YES, *KAPITAN*. WHAT WOULD I DO IF THERE WILL BE CASES PRESENTED TO ME IN THE *BARANGAY*? HOW CAN I HELP IN RESOLVING IT?



AS *PUNONG BARANGAY*, YOU HAVE AN AUTHORITY OR POWER TO MEDIATE CASES OF THE RESIDENTS IN YOUR *BARANGAY*.

WHAT IF ONLY ONE OF THE INVOLVED PARTIES ARE FROM MY *BARANGAY*?



IN THIS CASE, THE DISPUTE WILL BE SETTLED IN THE *BARANGAY* WHERE THE RESPONDENTS OR ONE OF THE RESPONDENTS RESIDE AT THE CHOICE OF THE COMPLAINANT. IS THAT CLEAR TO YOU?



C H A P T E R T W O

MEDIATION THROUGH THE PUNONG BARANGAY

YES , NOW, WHAT IF ANY OF THE INVOLVED PARTIES IS INCOMPETENT OR A MINOR?



WELL, HE/SHE SHOULD BE REPRESENTED BY A LEGAL GUARDIAN OR NEXT OF KIN WHO IS NOT A LAWYER.

CAN I MEDIATE CASES INVOLVING COOPERATIVES OR PEOPLE'S ORGANIZATION OPERATING IN MY BARANGAY?

NO, I DON'T THINK SO. A JURIDICAL PERSON OR CORPORATION LIKE A COOPERATIVE CAN NOT FILE A COMPLAINT BECAUSE IT IS NOT A PARTY TO AMICABLE SETTLEMENT. ANY CASE INVOLVING COOPERATIVE OR PEOPLE'S ORGANIZATION CAN GO DIRECTLY TO COURT WITHOUT GOING THROUGH MEDIATION OR CONCILIATION.



SO WHAT ARE THE CASES UNDER THE KATARUNGANG PAMBARANGAY?

KATARUNGANG PAMBARANGAY



ALL DISPUTES, CIVIL AND CRIMINAL IN NATURE WHERE PARTIES ACTUALLY RESIDE IN THE SAME CITY OR MUNICIPALITY ARE SUBJECTED TO PROCEEDINGS OF AMICABLE SETTLEMENT. THERE ARE CASES THAT FALL UNDER OUR JURISDICTION.



CASES UNDER KATARUNGANG PAMBARANGAY

- ▶ UNLAWFUL USE OF MEANS OF PUBLICATION AND UNLAWFUL UTTERANCES (ART. 154);
 - ▶ ALARMS AND SCANDALS (ART. 155);
 - ▶ USING FALSE CERTIFICATES (ART. 175);
 - ▶ USING FICTITIOUS NAMES AND CONCEALING TRUE NAMES (ART. 178);
 - ▶ ILLEGAL USE OF UNIFORMS AND INSIGNIAS (ART. 179);
 - ▶ PHYSICAL INJURIES INFLICTED IN A TUMULTUOUS AFFRAY (ART. 252);
 - ▶ GIVING ASSISTANCE TO CONSUMMATED SUICIDE (ART. 253);
 - ▶ RESPONSIBILITY OF PARTICIPANTS IN A DUEL IF ONLY PHYSICAL INJURIES ARE INFLICTED OR NO PHYSICAL INJURIES HAVE BEEN INFLICTED (ART. 260);
 - ▶ LESS SERIOUS PHYSICAL INJURIES (ART. 265);
 - ▶ SLIGHT PHYSICAL INJURIES AND MALTREATMENT (ART. 266);
 - ▶ UNLAWFUL ARREST (ART. 269);
 - ▶ INDUCING A MINOR TO ABANDON HIS/HER HOME (ART. 271);
 - ▶ ABANDONMENT OF A PERSON IN DANGER AND ABANDONMENT OF ONE'S OWN VICTIM (ART. 275);
 - ▶ ABANDONING A MINOR (A CHILD UNDER SEVEN [7] YEARS OLD) (ART. 276);
 - ▶ ABANDONMENT OF A MINOR BY PERONS ENTRUSTED WITH HIS/HER CUSTODY; INDIFFERENCE OF PARENTS (ART. 277);
 - ▶ QUALIFIED TRESSPASS TO DWELLING (WITHOUT THE USE OF VIOLENCE AND INTIMIDATION). (ART. 280);
 - ▶ OTHER FORMS OF TRESSPASS (ART. 281);
 - ▶ LIGHT THREATS (ART. 283);
 - ▶ OTHER LIGHT THREATS (ART. 285);
 - ▶ GRAVE COERCION (ART. 286);
 - ▶ LIGHT COERCION (ART. 287);
 - ▶ OTHER SIMILAR COERCIONS (COMPULSORY PURCHASE OF MERCHANDISE AND PAYMENT OF WAGES BY MEANS OF TOKENS). (ART. 288);
23. FORMATION, MAINTENANCE AND PROHIBITION OF COMBINATION OF CAPITAL OR LABOR THROUGH VIOLENCE OR THREATS (ART. 289);

- ▶ DISCOVERING SECRETS THROUGH SEIZURE AND CORRESPONDENCE (ART. 290);
- ▶ REVEALING SECRETS WITH ABUSE OF AUTHORITY (ART. 291);
- ▶ THEFT (IF THE VALUE OF THE PROPERTY STOLEN DOES NOT EXCEED P50.00). (ART. 309);
- ▶ QUALIFIED THEFT (IF THE AMOUNT DOES NOT EXCEED P500). (ART. 310);
- ▶ OCCUPATION OF REAL PROPERTY OR USURPATION OF REAL RIGHTS IN PROPERTY (ART 312);
- ▶ ALTERING BOUNDARIES OR LANDMARKS (ART. 313);
- ▶ SWINDLING OR ESTAFA (IF THE AMOUNT DOES NOT EXCEED P200.00). (ART. 315);
- ▶ OTHER FORMS OF SWINDLING (ART. 316);
- ▶ SWINDLING A MINOR (ART. 317);
- ▶ OTHER DECEITS (ART. 318);
- ▶ REMOVAL, SALE OR PLEDGE OF MORTGAGED PROPERTY (ART. 319);
- ▶ SPECIAL CASES OF MALICIOUS MISCHIEF (IF THE VALUE OF THE DAMAGED PROPERTY DOES NOT EXCEED P1,000.00). (ART 328);
- ▶ OTHER MISCHIEFS (IF THE VALUE OF THE DAMAGED PROPERTY DOES NOT EXCEED P1,000.00). (ART. 329);
- ▶ SIMPLE SEDUCTION (ART. 338);
- ▶ ACTS OF LASCIVIOUSNESS WITH THE CONSENT OF THE OFFENDED PARTY (ART 339);
- ▶ THREATENING TO PUBLISH AND OFFER TO PREVENT SUCH PUBLICATION FOR COMPENSATION (ART. 356);
- ▶ PROHIBITING PUBLICATION OF ACTS REFERRED TO IN THE COURSE OF OFFICIAL PROCEEDINGS (ART. 357);
- ▶ INCRIMINATING INNOCENT PERSONS (ART. 363);
- ▶ INTRIGUING AGAINST HONOR (ART. 364);
- ▶ ISSUING CHECKS WITHOUT SUFFICIENT FUNDS (BP 22);
- ▶ FENCING OF STOLEN PROPERTIES IF THE PROPERTY INVOLVED IS NOT MORE THAN P50.00 (PD 1612).





MY GOODNESS! THAT'S A LOT! WHAT OTHER CASES ARE EXEMPTED IN KATARUNGANG PAMBARANGAY ASIDE FROM THAT OF A JURIDICAL PERSON OR CORPORATION?

- ▶ OFFENSES INVOLVING GOVERNMENT ENTITY;
- ▶ OFFENSES WITH MAXIMUM PENALTY OF 1 YEAR AND EXCEEDING FINE FIVE THOUSAND (P5,000.00);
- ▶ OFFENSES WITH NO PRIVATE PARTY;
- ▶ REAL PROPERTIES IN DIFFERENT CITIES OR MUNICIPALITIES, DISPUTES THAT NEED URGENT LEGAL ACTION, LABOR DISPUTES, LAND DISPUTES AND ACTION TO ANNUL A JUDGMENT UPON A COMPROMISE.

WHAT WILL BE THE FIRST STEP IN MEDIATING CASES?

OK. THE COMPLAINANT, WITH THE HELP OF YOUR SECRETARY, WILL FILL UP **KP FORM 7**. A MINIMAL FILING FEE IS BEING CHARGED AND PAID TO THE BARANGAY TREASURER.

IT IS ALSO VERY IMPORTANT TO NOTE THAT **NO INDIVIDUAL** CAN GO DIRECTLY TO COURT OR ANY GOVERNMENT OFFICE FOR ADJUDICATION OF HIS/HER DISPUTE WITH ANOTHER INDIVIDUAL ESPECIALLY IF THE MATTER IS WITHIN YOUR JURISDICTION.



KP FORM # 7: COMPLAINANT'S FORM

Republic of the Philippines
Province of _____
CITY/MUNICIPALITY OF _____
Barangay _____
OFFICE OF THE LUPONG TAGAPAMAYAPA

Complainant/s

Barangay Case No. _____
For: _____

— against —

Respondent/s

COMPLAINT

I/WE hereby complain against above named respondent/s for violating my/our rights and interests in the following manner:

THEREFORE, I/WE pray that the following relief/s be granted to me/us in accordance with law and/or equity:

Made this _____ day of _____, 19____.

Complainant/s

Received and filed this _____ day of _____, 19____.

Punong Barangay/Lupon Chairman



YOU MEAN, THE CONCERNED PARTIES MUST GO THROUGH THE KATARUNGANG PAMBARANGAY?

YES, EXCEPT WHEN THE PARTIES PERSONALLY CONFRONTED EACH OTHER AND SETTLE THEIR DISPUTE. BUT IF NOT, THEY SHOULD GO THROUGH THE CONCILIATORY PROCEEDINGS OR ELSE THE COURTS CAN SIMPLY **DISMISS FOR LACK OF CAUSE OF ACTION OR PREMATURITY.**



I SEE...ARE WE NOT ACTING LIKE A COURT AND THE LUPON AS JUDGES?

NO, WE ARE NOT. THE BASIC DISTINCTION IN OUR WORK AS LUPON IS THAT IT IS NOT A BARANGAY COURT AND LUPON MEMBERS ARE NOT JUDGES. IT IS A CONCILIATION BODY AND THE MEMBERS ARE CONCILIATORS. IN YOUR CASE, YOU ARE THE MEDIATOR.



OK, NOW AFTER THE COMPLAINANT HAS PAID THE FILING FEE, WHAT IS THE NEXT STEP?

WITHIN THREE (3) DAYS, YOU SHOULD ISSUE A NOTICE OF HEARING TO THE COMPLAINANT AND SUMMON THE RESPONDENT BOTH OF WHOM SHOULD APPEAR IN YOUR OFFICE.

KP FORM # 8: NOTICE OF HEARING

Republic of the Philippines
Province of _____
CITY/MUNICIPALITY OF _____
Barangay _____
OFFICE OF THE LUPONG TAGAPAMAYAPA

**NOTICE OF HEARING
(MEDIATION PROCEEDINGS)**

TO: _____

Complainant/s

You are hereby required to appear before me on the _____ day of _____,
19____ at _____ o'clock in the morning/afternoon for the hearing of your
complaint.

This _____ day of _____, 19____.

Punong Barangay/Lupon Chairman

Notified this _____ day of _____, 19____.

complainant/s



WHAT IF ANY OF THE PARTIES FAILED TO APPEAR?

IF THE **COMPLAINANT** CANNOT APPEAR BEFORE YOU **WITHOUT JUSTIFIABLE CAUSE**, HIS/HER COMPLAINT WILL BE DISMISSED AND EVENTUALLY HE/SHE CANNOT FILE A CASE IN COURT. HE CAN ALSO BE PUNISHED/REPRIMANDED FOR INDIRECT CONTEMPT. HOWEVER, IF THE **RESPONDENT CANNOT ALSO APPEAR WITHOUT JUSTIFIABLE CAUSE**, HIS/HER COUNTERCLAIM IF THERE IS ANY, WILL BE DISMISSED AND HE WILL BE BARRED FROM FILING IN COURT AND BE PUNISHED FOR INDIRECT CONTEMPT OF COURT.



KP FORM # 9: SUMMON FOR THE RESPONDENT

Republic of the Philippines
Province of _____
CITY/MUNICIPALITY OF _____
Barangay _____
OFFICE OF THE LUPONG TAGAPAMAYAPA

Complainant/s

Barangay Case No. _____
For: _____

— against —

Respondent/s

S U M M O N S

TO: _____

Respondents

You are hereby summoned to appear before me in person, together with your witnesses, on the _____ day of _____, 19____ at _____ o'clock in the morning/afternoon, then and there to answer to a complaint made before me, copy of which is attached hereto, for mediation/conciliation of your dispute with complainant/s.

You are hereby warned that if you refuse or willfully fail to appear in obedience to this summons, you may be barred from filing any counterclaim arising from said complaint.

FAIL NOT or else face punishment as for contempt of court.

This _____ day of _____, 19____.

Punong Barangay/Pangkat Chairman



WHAT IF BOTH OF THEM APPEAR? HOW WILL I
RESOLVE THEIR CASES?

**CORRECTION, YOU WILL NOT RESOLVE
THEIR CASE BUT YOU WILL HELP THEM RESOLVE
THEIR CASE. AS MEDIATOR, YOU WILL LISTEN
TO THEM CAREFULLY AND HELP THEM FIND THE**



SOLUTION WITHIN 15 DAYS. IF THE RESPONDENT DOES NOT APPEAR, THE CASE WILL BE REFERRED TO THE *PANGKAT TAPAGPAGKASUNDO*.

KP FORM # 9: BACK PAGE

OFFICER'S RETURN

I served this summons upon respondent _____ on the _____ day of _____, 19____, and upon respondent _____ on the day of _____, 19____.

by:

(Write name/s of respondent/s before mode by which he/they was/were served.)

Respondent/s

- | | |
|----------|---|
| _____ 1. | handing to him/them said summons in person, or |
| _____ 2. | handing to him/them said summons and he/they refused to receive it, or |
| _____ 3. | leaving said summons at his/their dwelling with _____ (name) a person of suitable age and discretion residing therein, or |
| _____ 4. | leaving said summons at his/their office/place of business with _____, (name) a competent person in charge thereof. |

Officer

Received by Respondent/s representative/s:

Signature

Date

Signature

Date



NOW, BEFORE I ASK FURTHER ON THE *PANGKAT*, AS THE *PUNONG BARANGAY*, WHAT WILL I DO IN HANDLING THEIR CASES PROPERLY?

BEFORE THE ACTUAL MEDIATION, IT IS NECESSARY FOR YOU TO KNOW THE PARTIES INVOLVED AND THEIR DIFFERENCES.



THEN, WHAT WILL I DO? IS THERE A SET OF RULES TO BE FOLLOWED?

IT IS VERY IMPORTANT TO EXPLAIN THE PROCESS AND OBJECTIVES OF THE MEDIATION AND THE RULES TO BE OBSERVED DURING THE MEDIATION.



IT IS BETTER IF YOU COULD START THE WHOLE PROCESS WITH A PRAYER... GIVE EACH PARTY TIME TO EXPLAIN THEIR SIDE WITHOUT INTERRUPTION FROM THE OTHER PARTY. ASK QUESTIONS AND INVOLVE BOTH PARTIES IN LOOKING FOR THE SOLUTION OF THEIR DISPUTES.



IT SEEMS TO BE SO EASY...



IT IS A VERY TEDIOUS PROCESS THAT NEEDS A GREAT DEAL OF RESPECT AND LISTENING.

REMEMBER YOU ARE NOT A JUDGE BUT A MEDIATOR...LET BOTH PARTIES FIND A SOLUTION TO THEIR DISPUTE.

SO IF THEY AGREED TO HAVE SETTLEMENT, SHOULD WE PUT INTO WRITING THE TERMS AND CONDITION OF THEIR SETTLEMENT?

YES, BUT IT SHOULD BE IN A LANGUAGE OR DIALECT KNOWN TO PARTIES.



KP FORM # 16: AMICABLE SETTLEMENT

Republic of the Philippines
Province of _____
CITY/MUNICIPALITY OF _____
Barangay _____
OFFICE OF THE LUPONG TAGAPAMAYAPA

Complainant/s

Barangay Case No. _____
For: _____

— against —

Respondent/s

AMICABLE SETTLEMENT

We, complainant/s and respondent/s in the above-captioned case, do hereby agree to settle our dispute as follows:

and bind ourselves to comply honestly and faithfully with the above terms of settlement.

Entered into this _____ day of _____, 19_____.

Complainant/s

Respondent/s

ATTESTATION

I hereby certify that the foregoing amicable settlement was entered into by the parties freely and voluntarily, after I had explained to them the nature and consequence of such settlement.

Punong Barangay/Pangkat Chairman



HOW CAN WE BE ENSURED THAT THE AGREEMENT WILL BE COMPLIED?

AFTER 10 DAYS, THE SETTLEMENT WILL BE EXECUTORY AND IT HAS THE FORCE AND EFFECT OF A DECISION OF A COURT.



WHAT IF ANY OF
DISPUTANT WAS FORCED
TO COME UP WITH THE
SETTLEMENT

THROUGH FRAUD,
THREAT OR
INTIMIDATION?



HOW CAN THE
RESPONDENT
COMPLY WITH
THE SETTLEMENT?

IN THAT CASE, ANY
PARTY CAN PROTEST THE
SETTLEMENT WITHIN
10 DAYS. FOR
AFTER 10 DAYS,
THE SETTLEMENT
WILL TAKE
EFFECT.

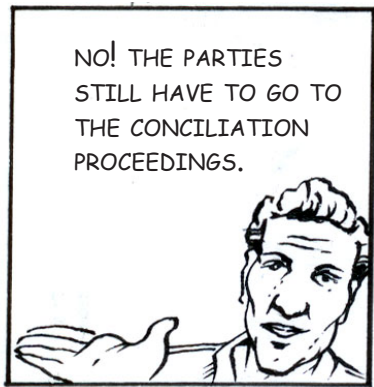
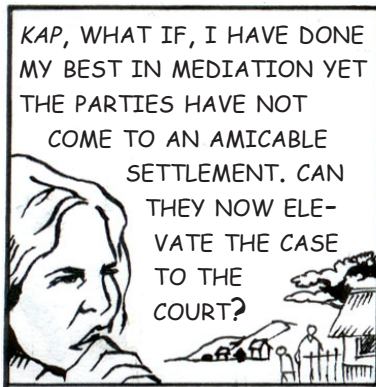


HE/SHE CAN
VOLUNTARY
COMPLY WITH
THE SETTLEMENT
WITHIN 5 DAYS.
HOWEVER, IF HE/SHE
FAILS, THEN, WE CAN
TAKE HIS/HER PROPERTY
AS PRESCRIBED BY LAW.
WE CAN DISCUSS THAT
FURTHER LATER.

WHAT IF MY MEDIATION
FAILS AND NO
SETTLEMENT IS EVER
REACHED? IS THERE ANY
WAY THAT THE PARTIES
CAN SETTLE THEIR
DISPUTES?

YES, OF COURSE. OUR
CULTURE PROVIDES
QUITE A NUMBER OF
WAYS OF RESOLVING
DISPUTES. ONE OF
THESE IS RESOLVING
THROUGH A GROUP OF
CONCILIATORS KNOWN
AND RESPECTED BY BOTH
PARTIES...IN THE CODE,
WE CALL THIS *PANGKAT
TAGAPAGKASUNDO*.

CONCILIATION THROUGH THE PANGKAT TAGAPAGSUNDO



BEFORE THAT, HOW DOES CONCILIATION DIFFER FROM MEDIATION?



MEDIATION AND CONCILIATION PROCESSES ARE THE SAME EXCEPT MEDIATION IS DONE BY THE PUNONG BARANGAY WHILE THE LATTER IS DONE BY THE PANGKAT HEADED BY A CHAIRPERSON. JUST LIKE MEDIATION,



CONCILIATION IS MERELY INTERVENING BETWEEN TWO OR MORE CONTENDING PARTIES IN ORDER TO PREVENT OR PUT AN END TO DISPUTE WITHOUT AN AGREEMENT TO ABIDE BY THE DECISION OF THE CONCILIATOR.



WHO CAN BE MEMBERS OF THE PANGKAT?

THE THREE MEMBERS SHALL COME FROM THE LUPON AND WILL BE CHOSEN BY BOTH PARTIES , THE COMPLAINANT AND THE RESPONDENT.



KP FORM # 10: NOTICE FOR CONSTITUTION OF PANGKAT

Republic of the Philippines
Province of _____
CITY/MUNICIPALITY OF _____
Barangay _____

OFFICE OF THE PUNONG BARANGAY

NOTICE FOR CONSTITUTION OF PANGKAT

TO: _____
Complainant/s Respondent/s

You are hereby required to appear before me on the _____ day of _____, 19____, at _____ o'clock in the morning/afternoon for the constitution of the Pangkat ng Tagapagkasundo which shall conciliate your dispute. Should you fail to agree on the Pangkat membership or to appear on the aforesaid date for the constitution of the Pangkat, I shall determine the membership thereof by drawing lots.

This _____ day of _____, 19____.

Punong Barangay

Notified this _____ day of _____, 19____.

TO: _____
Complainant/s Respondent/s

KP FORM # 11: NOTICE TO CHOSEN PANGKAT MEMBER

Republic of the Philippines
Province of _____
CITY/MUNICIPALITY OF _____
Barangay _____
OFFICE OF THE LUPONG TAGAPAMAYAPA

Complainant/s

Barangay Case No. _____
For: _____

— against —

Respondent/s

NOTICE TO CHOSEN PANGKAT MEMBER

(Date)

TO: _____

Notice is hereby given that you have been chosen member of the Pangkat ng Tagapagkasundo amicably conciliate the dispute between the par in the above-entitled case.

Punong Barangay/Lupon Secretary

Received this _____ day of _____, 19_____.

Pangkat Member

WHAT IF THE PARTIES FAIL TO AGREE ON THE
PANGKAT MEMBERSHIP?



YOU, AGAIN AS THE LUPON CHAIRPERSON
WILL DETERMINE THE 3 MEMBERS BY
DRAWING LOTS TO BE
DISTRIBUTED TO THE
MEMBERS OF PANGKAT.



AFTER THE *PANGKAT* MEMBERS HAVE BEEN CHOSEN, WHAT WILL THEY DO?

THEY SHALL ELECT FROM AMONG THEMSELVES A CHAIRPERSON AND A SECRETARY. THE *LUPON* SECRETARY SHALL GIVE/TURN OVER ALL RECORDS OF THE CASE TO THE *PANGKAT* SECRETARY FOR THE *PANGKAT* TO STUDY.



SIMILAR TO THE MEMBERSHIP OF *LUPON*, CAN WE ALSO DISQUALIFY UNFIT MEMBER/S OF THE *PANGKAT*?

RELATIONSHIP, BIAS, INTEREST OF OTHER SIMILAR GROUNDS DISCOVERED AFTER THE CONSTITUTION OF *PANGKAT* CAN BE GROUNDS FOR DISQUALIFICATION OF *PANGKAT* MEMBER. THE *PANGKAT* SHALL RESOLVE THE MATTER BY A MAJORITY VOTE. ITS DECISION ON THIS MATTER IS FINAL.

HOW DO WE FILL VACANCY OF *PANGKAT*?

IF THE *PANGKAT* DECIDES TO DISQUALIFY ANY OF ITS MEMBERS, THE PARTIES SHOULD AGREE ON A COMMON CHOICE FOR THE REPLACEMENT. IF THEY FAIL TO AGREE, THE *LUPON* CHAIRPERSON SHALL FILL THE RESULTING VACANCY BY DRAWING OF LOTS. IN CASE OF VACANCY DUE TO OTHER CAUSES, THE *PUNONG BARANGAY* OR THE *LUPON* CHAIRPERSON SHALL IN A SIMILAR MANNER, FILLS SUCH VACANCY SHOULD THE PARTY FAIL TO AGREE ON A COMMON CHOICE.





OH! THIS **IS** CLEARER TO ME NOW. BUT DURING THE FIRST MEETING, WHAT IS THE IMMEDIATE GOAL AND HOW DOES THE *PANGKAT* PROCEED WITH ITS TASKS?

THE *PANGKAT* SHALL MEET TO HEAR BOTH PARTIES, EXPLORE POSSIBILITIES FOR AMICABLE SETTLEMENT WITHIN 15 DAYS WHICH CAN BE EXTENDED FOR ANOTHER 15 DAYS IN A MERITORIOUS CASE AND ISSUE SUBPOENA OF WITNESSES WHENEVER NECESSARY.



KP FORM # 13: SUBPOENA LETTER

Republic of the Philippines Province of _____ CITY/MUNICIPALITY OF _____ Barangay _____ OFFICE OF THE LUPONG TAGAPAMAYAPA	
_____ _____ Complainant/s — against — _____ _____ Respondent/s	Barangay Case No. _____ For: _____ _____ _____
SUBPOENA	
TO: _____ _____ <div style="text-align: center;">Witnesses</div>	
You are hereby commanded to appear before me on the _____ day of _____, 19____, at _____ o'clock, then and there to testify in the hearing of the above-captioned case. This _____ day of _____, 19____.	
_____ Punong Barangay/Pangkat Chairman (Cross out whichever one is not applicable).	



WHAT IF ANY OF THE PARTY FAILS TO APPEAR BEFORE THE *PANGKAT*?



THE *PANGKAT* CHAIRPERSON SHALL SET A DATE FOR THE ABSENT PARTY OR PARTIES TO APPEAR BEFORE HIM TO EXPLAIN THE REASONS FOR HIS/THEIR FAILURE TO APPEAR AT THE HEARING.



WHAT IF IT WAS FOUND OUT THAT THEIR REASONS FOR NOT APPEARING BEFORE THE *PANGKAT* WAS UNREASONABLE?

GOOD QUESTION; IF THE *PANGKAT* CHAIRPERSON FINDS AFTER HEARING THAT THE FAILURE TO APPEAR OF THE COMPLAINANT IS WITHOUT JUSTIFIABLE REASON, HE/SHE SHALL:

1. DISMISS THE COMPLAIN
2. DIRECT THE ISSUANCE OF AND ATTEST TO THE CERTIFICATION TO BAR THE FILING OF ACTION IN COURT OR ANY GOVERNMENT OFFICES
3. APPLY WITH THE LOCAL TRIAL COURT FOR PUNISHMENT OF THE RECALCITRANT PARTY FOR THE INDIRECT CONTEMPT OF COURT.



FOR THE RESPONDENT, ON THE OTHER HAND, THE *PANGKAT* SHALL:

1. DISMISS THE RESPONDENTS COUNTERCLAIM



KP FORM # 18: NOTICE OF HEARING FOR COMPLAINANT

Republic of the Philippines
Province of _____
CITY/MUNICIPALITY OF _____
Barangay _____
OFFICE OF THE LUPONG TAGAPAMAYAPA

Complainant/s

Barangay Case No. _____
For: _____

— against —

Respondent/s

**NOTICE OF HEARING
(RE: FAILURE TO APPEAR)**

TO: _____
Complainant/s

You are hereby required to appear before me/the Pangkat on the _____ day of _____, 19____, at _____ o'clock in the morning/afternoon to explain why you failed to appear for mediation/conciliation scheduled on _____, 19____ and why your complaint should not be dismissed, a certificate to bar the filing of your action on court/government office should not be issued, and contempt proceedings should not be initiated in court for willful failure or refusal to appear before the Punong Barangay/Pangkat ng Tagapagkasundo.

This _____ day of _____, 19____.

Punong Barangay/Pangkat Chairman
(Cross out whichever is not applicable)

Notified this _____ day of _____, 19____.

Complainant/s

Respondent/s



KP FORM # 19: NOTICE OF HEARING FOR RESPONDENT

Republic of the Philippines
Province of _____
CITY/MUNICIPALITY OF _____
Barangay _____
OFFICE OF THE LUPONG TAGAPAMAYAPA

Complainant/s

Barangay Case No. _____
For: _____

— against —

Respondent/s

**NOTICE OF HEARING
(RE: FAILURE TO APPEAR)**

TO: _____
Respondent/s

You are hereby required to appear me/the Pangkat on the _____ day of _____, 19____, at _____ o'clock in the morning/afternoon to explain why you failed to appear for mediation/conciliation scheduled on _____, 19____ and why your counterclaim (if any) arising from the complaint should not be dismissed, a certificate to bar the filing of said counterclaim in court/government office should not be issued, and contempt proceedings should not be initiated in court for willful failure or refusal to appear before the Punong Barangay/Pangkat ng Tagapagkasundo.

This _____ day of _____, 19_____.

Punong Barangay/Pangkat Chairman
(Cross out whichever is not applicable)

Notified this _____ day of _____, 19_____.

Respondent/s: _____
Complainant/s: _____

2. DIRECT THE ISSUANCE OF AND ATTEST TO THE CERTIFICATION TO BAR THE FILING OF RESPONDENT COUNTERCLAIM IN COURT OR GOVERNMENT OFFICE.
3. TO BAR THE FILING OF RESPONDENT COUNTERCLAIM IN COURT OR GOVERNMENT OFFICE
4. TO FILE COMPLAINANT'S ACTION IN COURT OR ANY GOVERNMENT OFFICE AND FILL UP **KP FORM 20**

KP FORM # 20: CERTIFICATE TO FILE ACTION (FROM *LUPON* SECRETARY)

Republic of the Philippines
Province of _____
CITY/MUNICIPALITY OF _____
Barangay _____
OFFICE OF THE LUPONG TAGAPAMAYAPA

Complainant/s

Barangay Case No. _____
For: _____

— against —

Respondent/s

CERTIFICATION TO FILE ACTION

This is to certify that:

1. There has been a personal confrontation between the parties before the Punong Barangay/Pangkat ng Tagapagkasundo;
2. A settlement was reached;
3. The settlement has been repudiated in a statement sworn to before the Punong Barangay by _____ on ground of _____; and
4. Therefore, the corresponding complaint for the dispute may now be filed in court/government office.

This _____ day of _____, 19____.

Lupon Secretary

Attested:

Lupon Chairman



THE *PANGKAT* CHAIRPERSON SHALL APPLY, IN SIMILAR MANNER, FOR THE PUNISHMENT OF A WITNESS WHO WILLFULLY FAILS OR REFUSES TO APPEAR AS FOR INDIRECT CONTEMPT OF COURT.



KP FORM # 22: CERTIFICATION TO FILE ACTION

Republic of the Philippines
Province of _____
CITY/MUNICIPALITY OF _____
Barangay _____
OFFICE OF THE LUPONG TAGAPAMAYAPA

Complainant/s

Barangay Case No. _____
For: _____

— against —

Respondent/s

CERTIFICATION TO FILE ACTION

This is to certify that:

1. There was a personal confrontation between the parties before the Punong Barangay but mediation failed;
2. The Punong Barangay set the meeting of the parties for the constitution of the Pangkat;
3. The respondent willfully failed or refused to appear without justifiable reason at the conciliation proceedings before the Pangkat; and
4. Therefore, the corresponding complaint for the dispute may now be filed in court/government office.

Pangkat Secretary

Attested by:

Pangkat Chairman

WHAT HAPPENS NEXT
IF THE *PANGKAT* IS
SUCCESSFUL IN THE
CONCILIATION?



BUT YOU KNOW, *KAP*,
THERE COULD REALLY
BE CASES WHEREIN
THE SUPPOSED
SETTLEMENT WAS
AFFECTED ADVERSELY
BY FRAUD, VIOLENCE,
INTIMIDATION, ETC?

AN AMICABLE SETTLEMENT SHALL
BE PUT INTO WRITING IN A
LANGUAGE OR DIALECT KNOWN TO
THEM, AND ATTESTED TO BY THE
LUPON CHAIRMAN OR THE *PANGKAT*
CHAIRMAN. IT HAS THE FORCE AND
EFFECT OF A FINAL JUDGMENT OF
A COURT AFTER TEN (10) DAYS
FROM THE DATE OF AMICABLE
SETTLEMENT WAS MADE, UNLESS
A PROTEST OR REPUDIATION OF
THE SETTLEMENT IS MADE. THE
PANGKAT SECRETARY SHALL
PREPARE A TRANSMITTAL OF
SETTLEMENT TO THE APPROPRIATE
COURT AND FILLS UP A
TRANSMITTAL FORM.



ANY OF THE INVOLVED
PARTIES CAN REPUDIATE
THE SETTLEMENT WITHIN 10 DAYS
FROM THE DATE OF THE
SETTLEMENT BY FILING WITH THE
LUPON CHAIRPERSON OR *PANGKAT*
A STATEMENT TO THAT EFFECT
SWORN BEFORE HIM. FAILURE TO
REPUDIATE THE SETTLEMENT
WITHIN A TEN (10) DAY PERIOD
SHALL BE DEEMED A WAIVER OF
THE RIGHT TO CHALLENGE ON SAID
GROUNDS.



KP FORM # 28: MONTHLY TRANSMITTAL OF FINAL REPORTS

Republic of the Philippines
Province of _____
CITY/MUNICIPALITY OF _____
Barangay _____
OFFICE OF THE LUPONG TAGAPAMAYAPA

OFFICE OF THE BARANGAY CAPTAIN

_____, 20____
Date

MONTHLY TRANSMITTAL OF FINAL REPORTS

To: City/Municipal Judge

(City/Municipality)

Enclosed herewith are the final reports of settlement of disputes and arbitration awards made by the Barangay Captain/Pangkat Tagapagkasundo in the following cases:

Barangay Case No.	TITLE (Complainant, et al vs. Respondent, et al)
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

Lupon/Pangkat Secretary

Received this _____ day of _____, 20_____.

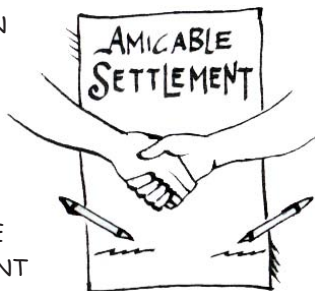
(Clerk of Court)

IMPORTANT: Lupon/Pangkat Secretary shall transmit not later than the first five days of each month the final reports for preceding month.



HOW CAN THE AMICABLE SETTLEMENT IN THE PANGKAT BE EXECUTED?

THE AMICABLE SETTLEMENT HAS THE FORCE AND EFFECT OF A FINAL JUDGMENT OF A COURT UPON THE EXPIRATION OF THE 10-DAY PERIOD OF REPUDIATION AND THIS MAY BE ENFORCED BY EXECUTION BY THE LUPON WITHIN 6 MONTHS FROM THE DATE OF SETTLEMENT. AFTER THE LAPSE OF SUCH TIME, THE SETTLEMENT MAY BE ENFORCED BY FILING A MOTION IN THE MUNICIPAL TRIAL COURT OF THE PLACE WHERE THE SETTLEMENT WAS MADE.



WHAT IF THERE WAS NO SETTLEMENT BETWEEN THE PARTIES, DESPITE ALL EFFORTS TO CONCILIATE?

A CERTIFICATION TO FILE ACTION, **FORM NO. 21** SHALL BE FILLED UP, ATTESTING THAT NO CONCILIATION OR SETTLEMENT HAS BEEN REACHED AS CERTIFIED BY THE PANGKAT SECRETARY AND SIGNED BY THE PANGKAT CHAIRMAN. THE CERTIFICATION TO FILE ACTION SHALL BE SUBMITTED TO THE CORRESPONDING COURT OR GOVERNMENT OFFICE FOR FILING OF AN APPROPRIATE CASE.



KP FORM # 21: CERTIFICATION TO FILE ACTION (FROM *PANGKAT SECRETARY*)

Republic of the Philippines Province of _____ CITY/MUNICIPALITY OF _____ Barangay _____ OFFICE OF THE LUPONG TAGAPAMAYAPA	
_____ _____ Complainant/s	Barangay Case No. _____ For: _____ _____ _____
— against —	
_____ _____ Respondent/s	
CERTIFICATION TO FILE ACTION	
This is to certify that:	
1. There has been a personal confrontation between the parties before the Punong Barangay but mediation failed;	
2. The Pangkat ng Tagapagkasundo was constituted but the personal confrontation before the Pangkat likewise did not result into a settlement; and	
3. Therefore, the corresponding complaint for the dispute may now be filed in court/government office.	
This _____ day of _____, 19____.	
_____ Pangkat Secretary	
Attested by:	
_____ Pangkat Chairman	

I WONDER HOW THE SETTLEMENT CAN BE ACTUALLY EXECUTED?



THE DISPUTANT MUST FIRST FILE A MOTION FOR EXECUTION WITH *PUNONG BARANGAY*.

THEN, THE *PUNONG BARANGAY* CONDUCTS HEARING ON THE DATE ASSIGNED BY THE MOVANT. DATE SHALL NOT BE LATER THAN 5 DAYS FROM THE FILING OF MOTION.

KP FORM # 25: MOTION FOR EXECUTION

Republic of the Philippines
Province of _____
CITY/MUNICIPALITY OF _____
Barangay _____
OFFICE OF THE LUPONG TAGAPAMAYAPA

Complainant/s

Barangay Case No. _____
For: _____

— against —

Respondent/s

MOTION FOR EXECUTION

Complainant/s/Respondent/s state as follows:

1. On _____ (Date) the parties in this case signed an amicable settlement/received the arbitration award rendered by the Lupon/Chairman/ Pangkat ng Tagapagkasundo;
 2. The period of ten (10) days from the above-stated date has expired without any of the parties filing a sworn statement of repudiation of the settlement before the Lupon Chairman a petition for nullification of the arbitration award in court; and
 3. The amicable settlement/arbitration award is now final and executory.
- WHEREFORE, Complainant/s/Respondent/s request that the corresponding writ of execution be issued by the Lupon Chairman in this case.

(Date)

Complainant/s/Respondent/s

DURING THE HEARING, THE *PUNONG BARANGAY* SHALL ASCERTAIN THE FACTS FOR THE NON-COMPLIANCE OF SETTLEMENT AND STRONGLY ENCOURAGE THE PARTY OBLIGED TO COMPLY WITH SETTLEMENT.

AFTER THE LAPSE OF FIVE (5) DAYS WITH NO VOLUNTARY COMPLIANCE, THE *PUNONG BARANGAY* SHALL ISSUE A NOTICE OF EXECUTION.



KP FORM # 27: NOTICE OF EXECUTION

Republic of the Philippines
Province of _____
CITY/MUNICIPALITY OF _____
Barangay _____
OFFICE OF THE LUPONG TAGAPAMAYAPA

Complainant/s

Barangay Case No. _____
For: _____

— against —

Respondent/s

NOTICE OF EXECUTION

WHEREAS, on _____(date), an amicable settlement was signed by the parties in the above-entitled case [or an arbitration award was rendered by the Punong Barangay/Pangkat ng Tagapagkasundo];
WHEREAS, the terms and conditions of the settlement, the dispositive portion of the award. read:

The said settlement/award is now final and executory;

WHEREAS, the party obliged _____ (name) has not complied voluntarily with the aforestated amicable settlement/arbitration award, within the period of five (5) days from the date of hearing on the motion for execution;
NOW, THEREFORE, in behalf of the Lupong Tagapamayapa and by virtue of the powers vested in me and the Lupon by the Katarungang Pambarangay Law and Rules, I shall cause to be realized from the goods and personal property of _____ (name of party obliged) the sum of _____ (state amount of settlement or award) upon in the said amicable settlement [or adjudged in the said arbitration award], unless voluntary compliance of said settlement or award shall have been made upon receipt hereof.
Signed this _____ day of _____, 19____.

Punong Barangay

Copy furnished:

Complainant/s

Respondent/s

WITHIN 6 MONTHS FROM THE DATE OF THE SETTLEMENT, THE LUPON THROUGH THE *PUNONG BARANGAY* EXECUTES THE SETTLEMENT.



BY THE WAY, THE ACTUAL EXECUTION MAY BE IN FORM OF MONEY. BUT IN CASE OF FAILURE TO COMPLY VOLUNTARILY WITH THE SETTLEMENT, THE *PUNONG BARANGAY* SHALL TAKE POSSESSION OF SUFFICIENT PERSONAL PROPERTY OF THE PARTY OBLIGED. THE PROPERTY CAN BE SOLD AND THE PROCEEDS APPLIED TO THE AMOUNT.



HOW CAN THE PROPERTY BE DELIVERED OR RESTITUTED?

IF PROPERTY IS LOCATED IN THE BARANGAY, THE *PUNONG BARANGAY* SHALL OUST FROM THE PROPERTY THE PERSON AGAINST WHOM THE AMICABLE SETTLEMENT OR ARBITRATION AWARD IS RENDERED AND PLACE THE PARTY ENTITLED IN POSSESSION. IF THE PROPERTY IS OUTSIDE THE BARANGAY, BUT WITHIN THE SAME CITY/ MUNICIPALITY, THE *PUNONG BARANGAY* SHALL AUTHORIZE OTHER *PUNONG BARANGAY* TO TAKE POSSESSION AND ACT IN ACCORDANCE WITH THE PRECEDING PARAGRAPH. CONVEYANCE OF LAND, DELIVERY OF DEEDS OR OTHER DOCUMENTS, OR PERFORMANCE OF ANY SPECIFIC ACT. THE *PUNONG BARANGAY* MAY DIRECT THE SECRETARY TO PERFORM THE ACT AT THE COST OF THE DISOBEDIENT PARTY. COSTS WILL BE CHARGED TO THE DISOBEDIENT PARTY.



HOW CAN THE SALE OF PERSONAL PROPERTIES HAPPEN?

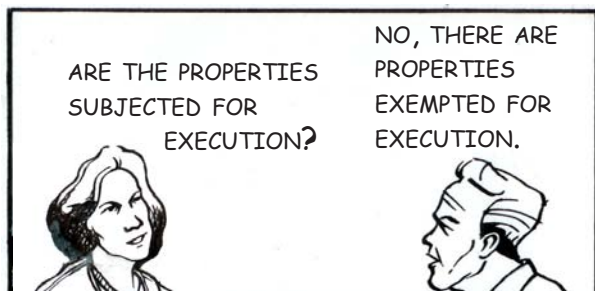


A NOTICE OF SALE SHALL BE POSTED IN 3 PUBLIC PLACES. FOR PERISHABLE GOODS IMMEDIATELY UPON TAKING POSSESSION, THE SALE SHOULD TAKE PLACE WITHIN 24 HOURS. FOR OTHER GOODS IMMEDIATELY UPON TAKING POSSESSION, THE GOODS MUST BE SOLD WITHIN 5 TO 10 DAYS.



THEN, A PUBLIC AUCTION OF GOODS SHOULD BE DONE BETWEEN 8 AM TO 5 PM AND THE OWNER MAY DIRECT THE ORDER OF THE SALES. THE *PUNONG BARANGAY*, SECRETARY OR ANY *LUPON* MEMBER MAY NOT TAKE PART IN THE SALE.

THE PREVAILING PARTY IS THEN PAID AN AMOUNT CORRESPONDING TO THE OBLIGATION. EXCESS PROCEEDS ARE RETURNED TO THE PARTY OBLIGED. IF THE PREVAILING PARTY IS A BUYER, S/HE SHALL ONLY PAY THE EXCESS OF THE OBLIGATION TO THE PARTY OBLIGED.



PROPERTIES EXEMPTED FROM EXECUTION

NOT ALL PROPERTIES MAY BE SOLD AT AN AUCTION. THE FOLLOWING ARE EXEMPT:

1. THE DEBTOR'S FAMILY HOME.
2. TOOLS AND IMPLEMENTS NECESSARILY USED BY HIM/HER IN HIS TRADE OR EMPLOYMENT.
3. 2 HORSES, OR 2 COWS OR 2 CARABAOS OR OTHER BEASTS OF BURDEN SUCH AS THE DEBTOR MAY SELECT AND ARE NECESSARILY USED BY HIM/HER IN HIS/HER ORDINARY OCCUPATION.
4. NECESSARY CLOTHING FOR DEBTOR AND FAMILY.
5. HOUSEHOLD FURNITURE AND UTENSILS NECESSARY FOR HOUSEKEEPING.
6. PROVISIONS FOR INDIVIDUAL OR FAMILY USE SUFFICIENT FOR FOUR MONTHS.
7. PROFESSIONAL LIBRARIES OF ATTORNEYS, JUDGES, PHYSICIANS, PHARMACISTS, DENTISTS, ENGINEERS, SURVEYORS, CLERGYMEN, TEACHERS AND OTHER PROFESSIONALS.
8. ONE FISHING BOAT, NET AND OTHER FISHING PARAPHERNALIA OF THE PARTY WHO IS A FISHERFOLK BY THE LAWFUL USE OF WHICH S/HE EARNS A LIVELIHOOD.
9. SO MUCH OF THE EARNINGS OF THE PARTY OBLIGED FOR HIS/HER PERSONAL SERVICES WITHIN THE MONTH PRECEDING THE LEVY AS ARE NECESSARY FOR HIS/HER FAMILY'S SUPPORT.
10. ALL MONEYS, BENEFITS, PRIVILEGES OR ANNUITIES, ACCRUING IN ANY MANNER OR GROWING OUT OF ANY LIFE INSURANCE NOT EXCEED P100,000.00
11. THE RIGHT TO RECEIVE LEGAL SUPPORT OR MONEY OR PROPERTY OBTAINED AS SUCH SUPPORT OR ANY PENSION OR GRATUITY FROM THE GOVERNMENT, AND
12. COPYRIGHTS AND OTHER PROPERTIES ESPECIALLY EXEMPTED BY LAW.



NOW, I HAVE EXPLAINED ALREADY TO YOU THE TWO WAYS OF RESOLVING CONFLICTS IN YOUR BARANGAY, FIRST, THROUGH **MEDIATION** THROUGH YOUR OFFICE AND SECOND, THROUGH **CONCILIATION** THROUGH THE *PANGKAT*. AT ANY LEVEL OF THESE TWO PROCESSES COMES ANOTHER WAY OF RESOLVING CASES UNDER YOUR JURISDICTION, THE PROCESS OF **ARBITRATION**.



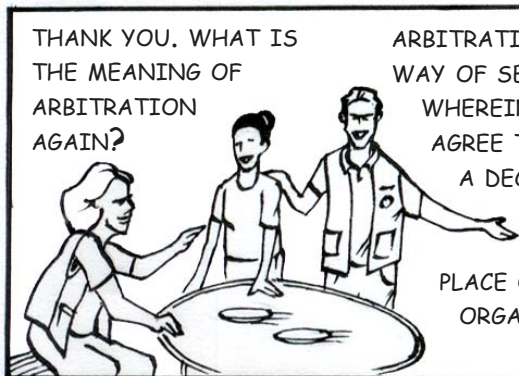
WHAT IS THIS ARBITRATION? I'M LEARNING A LOT OF EXCITING THINGS.

CELIA, PUBLIC SERVICE IS AT TIMES EXHAUSTING BUT CAN BE VERY REWARDING, TOO. WOULD YOU CARE FOR ANOTHER GLASS OF COFFEE? MY WIFE HAS PREPARED SOME *MERIENDA* OF SWEET POTATOES AND *SABA*.



THANK YOU. WHAT IS THE MEANING OF ARBITRATION AGAIN?

ARBITRATION IS ANOTHER WAY OF SETTLING DISPUTES WHEREIN THE PARTIES AGREE TO BE BOUND BY A DECISION OF A THIRD PERSON OR BODY IN PLACE OF A REGULARLY ORGANIZED TRIBUNAL.



C H A P T E R F O U R

ARBITRATION



WHEN WILL THIS ARBITRATION TAKE PLACE?

ARBITRATION CAN TAKE PLACE AT ANY STAGE OF THE PROCEEDINGS AS LONG AS BOTH PARTIES AGREE IN WRITING TO ABIDE BY THE ARBITRATION AWARD OF THE *LUPON* OR THE *PANGKAT*. IN OTHER WORDS, EITHER THE *LUPON* CHAIRPERSON OR *PUNONG BARANGAY* OR THE *PANGKAT* CHAIRPERSON CAN ACT AS AN ARBITRATOR.

IN MEDIATION OR CONCILIATION, THE *LUPON* CHAIRPERSON OR *PANGKAT* SIMPLY ASSISTS THE PARTIES IN DEFINING ISSUES AND EXPLORING SOLUTIONS TO DEVELOP A MUTUALLY ACCEPTED SETTLEMENT. IN ARBITRATION, THE *LUPON* CHAIRPERSON OR *PANGKAT* IS GIVEN THE POWER TO RENDER DECISIONS ON THE DISPUTE WITH A PRIOR AGREEMENT OF THE PARTIES TO BE BOUND BY IT. THE PARTIES SHALL PRESENT EVIDENCE AS TO THE FACTS AND MERITS OF THE CASE TO THE ARBITRATOR.



ON THE BASIS OF THESE FACTS, THE ARBITRATOR MAKES A DECISION, ON WHAT HE/SHE BELIEVES TO BE FAIR OR JUST. IN THIS CASE, THE ARBITRATOR MUST BE NEUTRAL AND IMPARTIAL IN MAKING THE DECISION WHICH MUST ALSO BE SUITABLE TO THE DISPUTING PARTIES.



SPECIFICALLY, WHAT ARE THE STEPS THAT TAKE PLACE IN ARBITRATION?

FIRST IS THE FILING OF THE COMPLAINT WITH THE OFFICE OF THE *PUNONG BARANGAY* AND PAYMENT OF THE



FILING FEE BY THE COMPLAINANT. BUT IF THE PARTIES AGREE TO SUBMIT THEMSELVES TO THE ARBITRATION PROCESS AT ANY STAGE OF MEDIATION AND CONCILIATION, THE CONDUCT OF AN ARBITRATION HEARING CAN TAKE PLACE IMMEDIATELY.



AFTER FILLING UP THIS AGREEMENT OF ARBITRATION, THE PARTIES ARE GIVEN FIVE (5) DAYS TO WITHDRAW FROM SUCH AN AGREEMENT BY FILLING UP A SWORN STATEMENT STATING HIS/HER REASONS THAT SUCH AGREEMENT WAS OBTAINED THROUGH FRAUD, VIOLENCE AND INTIMIDATION (IF THIS IS THE CASE).

IF THAT IS HOW ANY OF THE PARTY PERCEIVED THE CASE TO BE, THEN IT FOLLOWS THAT THERE IS NO USE TO PROCEED WITH THE CASE IN THE LUPON.



EXACTLY, AND YOU NEED TO FORWARD THE CASE TO COURT BY ISSUING A CERTIFICATE TO FILE ACTION AND LET THE COMPLAINANT BRING HIS/HER CASE TO THE COURT.



BUT WHAT IF THERE WILL BE NO REPUDIATION?



THEN YOU CAN PROCEED TO HEARING THEIR CASE. FIRST YOU NEED TO SET THE HEARING AND THE PARTIES SHOULD BE OFFICIALLY NOTIFIED OF THE HEARING THROUGH A NOTICE OF HEARING AND SUMMON.



KP FORM # 14: AGREEMENT FOR ARBITRATION



Republic of the Philippines
Province of _____
CITY/MUNICIPALITY OF _____
Barangay _____
OFFICE OF THE LUPONG TAGAPAMAYAPA

_____ Barangay Case No. _____
_____ For: _____
Complainant/s _____

— against —

Respondent/s

AGREEMENT FOR ARBITRATION

We hereby agree to submit our dispute for arbitration to the Punong Barangay/ Pangkat ng Tagapagkasundo (Please cross out whichever is not applicable) and bind ourselves to comply with the award that may be rendered thereon. We have made this agreement freely with a full understanding of its nature and consequences.

Entered into this _____ day of _____, 19____.

Complainant/s _____ Respondent/s _____

ATTESTATION

I hereby certify that the foregoing Agreement for Arbitration was entered into by the parties freely and voluntarily, after I had explained to them the nature and the consequences of such agreement.

Punong Barangay/Pangkat Chairman
(Cross out whichever one is not applicable.)



**WHAT IF ANY OF THE PARTIES FAIL TO APPEAR?
CAN WE APPLY THE SAME PROCEDURE IN
MEDIATION OR CONCILIATION FOR THE
UNREASONABLE NEGLECT OF THE COMPLAINANT
AND RESPONDENT?**

**YES, KAPITANA. IF THE COMPLAINANT'S ABSENCE WAS FOUND
TO BE WILLFUL AND NOT JUSTIFIED, THE COMPLAINT IS**



OUTRIGHTLY DISMISSED AND SHALL BE BARRED FROM FILING ACTION IN COURT. ON THE OTHER HAND, IF THE RESPONDENT'S ABSENCE IS FOUND TO BE ALSO WILLFUL AND UNJUSTIFIED, THEN YOU CAN ISSUE A CERTIFICATE TO FILE ACTION AND CERTIFICATE TO BAR COUNTERCLAIM IN FAVOR OF THE COMPLAINANT.

ARBITRATION PROCESS



STEP 1. THE ARBITER ORDERS ITS SECRETARY TO CALL THE CASE;

STEP 2. THE SECRETARY IDENTIFIES AND ENTER INTO RECORD ALL APPEARANCES FROM BOTH PARTIES;

STEP 3. THE ARBITER CALLS THE COMPLAINANT TO PRESENT HIS/HER CASE TOGETHER WITH HIS/HER EVIDENCE;

NOTE: ANY PERSON WHO IS TO GIVE TESTIMONY BEFORE AN ARBITRATION PROCEEDING SHALL BE SWORN TO AN OATH TO TELL THE TRUTH AND NOTHING BUT THE TRUTH.

STEP 4. WHEN A WITNESS IS NECESSARY, HE/SHE IS SUMMONED TO TESTIFY BEFORE THE PROCEEDING (USING **KP FORM 13**)

STEP 5. THE ARBITER CALLS THE RESPONDENT TO PRESENT HIS/HER DEFENSE; PRESENT EVIDENCES AND WITNESSES; IN THE MANNER AFFORDED TO THE COMPLAINT/S;

STEP 6. AFTER THE PARTIES HAVE COMPLETED THEIR PRESENTATION, THE CASE IS CLOSED FOR RESOLUTION/DECISION. (AT THIS STAGE, ADJUDICATIVE TRIAL IS COMPLETED)

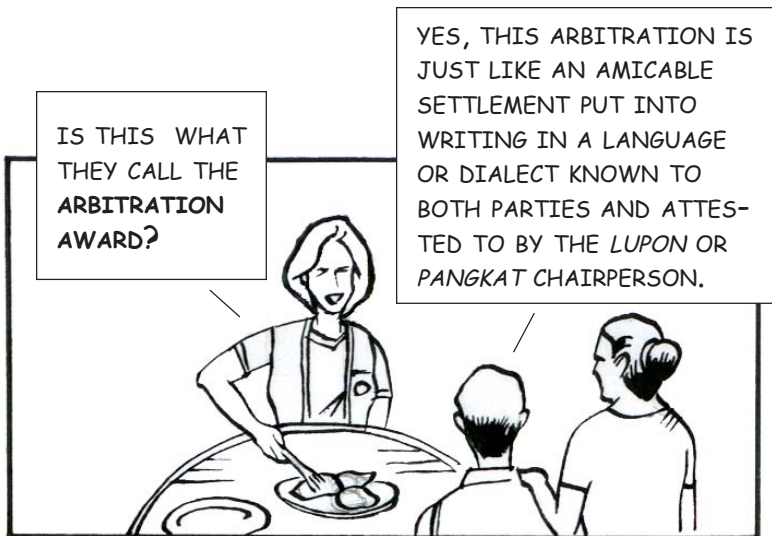
WHAT IF BOTH PARTIES ARE PRESENT? HOW SHALL I CONDUCT THE ARBITRATION? IT SEEMS THAT I LOOK LIKE A JUDGE THIS TIME...



IN A WAY, YES. AS AN ARBITER, YOU SHALL THEN CONDUCT THE HEARING IN THE ORDER OF A COURT OR ADJUDICATIVE TRIAL.

IN AN ARBITRATION HEARING, THE COMPLAINANT AND RESPONDENT WILL PRESENT THEIR RESPECTIVE CASE AND SUBMIT ALL THEIR NECESSARY EVIDENCE.

THE *LUPON* CHAIRPERSON OR THE *PANGKAT* WILL THEN ISSUE A RESOLUTION BASED ON THE MERITS OF THE CASE, TESTIMONY OF THE WITNESSES AND THE EVIDENCE PRESENTED.



KP FORM # 15: ARBITRATION AWARD

Republic of the Philippines
Province of _____
CITY/MUNICIPALITY OF _____
Barangay _____
OFFICE OF THE LUPONG TAGAPAMAYAPA

Complainant/s

Barangay Case No. _____
For: _____

— against —

Respondent/s

ARBITRATION AWARD

After hearing the testimonies given and careful examination of the evidence presented in this case, award is hereby made as follows:

Made this ____ day of _____, 19__ at _____.

Punong Barangay/Pangkat Chairman *

Member

Member

ATTESTED:

Punong Barangay/Lupon Secretary **

* To be signed by either, whoever made the arbitration award.

** To be signed by the Punong Barangay if the award is made by the Pangkat Chairman, and by the Lupon Secretary if the award is made by the Punong Barangay.



HOW MUCH TIME IS GIVEN TO ME TO HAND DOWN THE DECISION?



YOU SHALL BE GIVEN FIFTEEN (15) DAYS BUT NOT EARLIER THAN SIX (6) DAYS FROM THE DATE OF THE LAST HEARING, TO EVALUATE AND ISSUE THE ARBITRATION AWARD AND AFTER THAT WITHIN FIVE (5) DAYS, YOUR SECRETARY SHALL FURNISH A COPY OF THE ARBITRATION AWARD TO THE PARTIES; KEEP A FILE AT THE LUPON OFFICE AND BE SURE TO FURNISH A COPY TO THE CITY/MUNICIPALITY COURT.



HOW CAN THE AWARD OR DECISION BE EXECUTED?

IN THE SAME MANNER THAT MEDIATION OR CONCILIATION SETTLEMENT ARE EXECUTED. ARE MY EXPLANATIONS CLEAR SO FAR? PLEASE DON'T HESITATE TO ASK OR CLARIFY THINGS THAT ARE NOT QUITE CLEAR. PLEASE PARDON INADEQUACIES IN MY EXPLANATION, IF ANY.

OH, NOW I REALIZE HOW CHALLENGING YET EXCITING IT IS TO BE A *PUNONG BARANGAY*...THANKS TO YOU *KAPITAN*. YOU HAVE ENLIGHTENED ME IN MY ROLE IN THE *LUPONG TAGAPAMAYAPA* . BUT WHAT ABOUT IN MUSLIMS AND INDIGENOUS CULTURAL COMMUNITIES? CAN THIS *KATARUNGANG PAMBARANGAY* APPLY TO THEM?



INDIGENOUS MODES OF DISPUTE RESOLUTION

KAP, SOME AREAS IN MY BARANGAY ARE PREDOMINANTLY INHABITED BY MUSLIMS OR MORO PEOPLE, AND OTHERS BY INDIGENOUS PEOPLE. WILL

I APPLY
THE SAME
LAW TO
THEM?



WHAT ARE THE
REQUIREMENTS
NEEDED?

IN BARANGAYS, WHERE THE MAJORITY ARE FROM INDIGENOUS CULTURAL COMMUNITIES, THE LOCAL SYSTEMS OF SETTLING DISPUTES APPLY TO THEM THROUGH THEIR COUNCILS OF TRIBAL ELDERS OR SOME OTHER FORM OF TRADITIONAL MECHANISM. HOWEVER, IN MUSLIM-DOMINATED BARANGAYS, THE LAWS OF *SHARIAH* APPLIES TO THEM. THIS IS RECOGNIZED BY THE LOCAL GOVERNMENT CODE.

WELL, THE
PROVINCIAL



OFFICE OF THE NATIONAL STATISTICS OFFICE (NSO) SHOULD CERTIFY THAT THE MAJORITY OF THE INHABITANTS OF THE BARANGAY BELONG TO THE INDIGENOUS CULTURAL

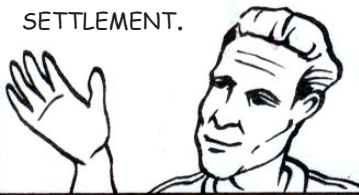
COMMUNITIES. OF COURSE, THEY SHOULD NOT FORGET TO REGISTER THE NAMES OF THEIR RECOGNIZED DATU OR ELDERS WITH THE OFFICE OF THE MAYOR IN THE RESPECTIVE CITY OR MUNICIPALITY. LASTLY, THE ELDERS OR *DATUS* MUST CERTIFY THE INDIGENOUS SYSTEM OF SETTLING DISPUTES BY THEIR RESPECTIVE COUNCILS OF *DATUS*, TRIBAL LEADERS OR LEADERS.



WHAT IF ONLY ONE OF THE DISPUTANT BELONGS TO ANOTHER TRIBAL COMMUNITY, HOW CAN WE SETTLE THIS?



THEN, THE PARTIES MUST AGREE UPON THE INDIGENOUS SYSTEM THEY WOULD SUBMIT THEMSELVES TO FOR AMICABLE SETTLEMENT.



WHAT IF THEY CANNOT MUTUALLY AGREE ON THE SUBMISSION OF THE DISPUTE WITH THE INDIGENOUS SYSTEM OF AMICABLE SETTLEMENT?

THEN THAT IS THE TIME WHEN THE SETTLEMENT PROCEEDINGS PROVIDED FOR BY THE KATARUNGANG \ PAMBARANGAY SHALL BE APPLIED.



WHAT IF THE DISPUTE IS SETTLED SUCCESSFULLY THROUGH THE LOCAL INDIGENOUS SYSTEM, DOES THE TRIBAL COUNCIL NEED TO INFORM ME?

PRECISELY, THE TRIBAL COUNCIL NEEDS TO TRANSMIT A COPY OF THE SETTLEMENT DULY ATTESTED TO BY THE TRIBAL COUNCIL LEADERS TO THE PUNONG BARANGAY OF THE PLACE WHERE THE DISPUTE HAS BEEN SETTLED.



DOES THE SETTLEMENT HAVE THE SAME FORCE AND EFFECT OF AN AMICABLE SETTLEMENT WITH *KATARUNGANG PAMBARANGAY*?



YES, THAT IS RIGHT. THE ATTESTED SETTLEMENT UNDER THE LOCAL INDIGENOUS SYSTEM SHALL HAVE THE SAME FORCE AND EFFECT AS SETTLEMENT ARRIVED AT THROUGH THE PROCEDURES UNDER THE *KATARUNGANG PAMBARANGAY* LAW.

WHAT IF ONE OF THE PARTIES IS NOT SATISFIED WITH THE SETTLEMENT MADE?



JUST LIKE THE SETTLEMENT OR ARBITRATION AWARD, THE SETTLEMENT CAN BE REPUDIATED WITHIN THE SAME PERIOD AND THE SAME GROUNDS PROVIDED BY THE *KATARUNGANG PAMBARANGAY* LAW.

WHAT IF THE PARTIES FAILED TO ARRIVE AT AN AMICABLE SETTLEMENT UNDER THE LOCAL INDIGENOUS SYSTEM?

THE COUNCIL WILL STILL ISSUE A CERTIFICATE THAT A SETTLEMENT HAS FAILED AND TRANSMIT THE SAME TO THE *PUNONG BARANGAY*.

SO WHAT ARE THE DUTIES OF *LUPON* SECRETARY WITH RESPECT TO THE ATTESTED SETTLEMENT AND CERTIFICATE OF NON-SETTLEMENT UNDER THE LOCAL INDIGENOUS SETTLEMENT SYSTEM?

THE *LUPON* SECRETARY SHALL KEEP A FILE OF THE ATTESTED SETTLEMENT AND CERTIFICATES OF NON-SETTLEMENT TRANSMITTED TO THE *PUNONG BARANGAY* AND TRANSMIT EACH TO THE PROPER LOCAL COURT.

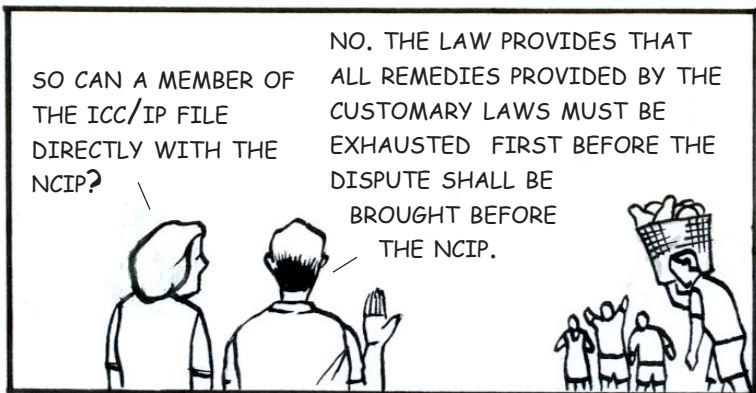
BY THE WAY, WITH THE ENACTMENT OF THE INDIGENOUS PEOPLE'S RIGHTS ACT (IPRA) OF 1998, HAS THIS PROCEDURE BEEN AMENDED?

NO, IPRA EVEN RECOGNIZES THAT THE INDIGENOUS PEOPLES HAVE THE RIGHT TO USE THEIR OWN ACCEPTED JUSTICE SYSTEMS, CONFLICT RESOLUTION INSTITUTIONS, PEACE-BUILDING PROCESSES OR MECHANISMS AND OTHER CUSTOMARY LAWS AND PRACTICES WITHIN THEIR RESPECTIVE COMMUNITIES.



BUT ARE THERE OTHER MECHANISMS OR STRUCTURES PROVIDED BY THE IPRA LAW TO RESOLVE DISPUTES?

ASIDE FROM THE CUSTOMARY LAWS AND TRADITIONS, THE NATIONAL COMMISSION ON INDIGENOUS PEOPLES (NCIP) ALSO HAS JURISDICTION OVER DISPUTES WHICH INVOLVE THE RIGHTS OF THE INDIGENOUS CULTURAL COMMUNITIES/INDIGENOUS PEOPLES (ICCS/IPs).



SO CAN A MEMBER OF THE ICC/IP FILE DIRECTLY WITH THE NCIP?

NO. THE LAW PROVIDES THAT ALL REMEDIES PROVIDED BY THE CUSTOMARY LAWS MUST BE EXHAUSTED FIRST BEFORE THE DISPUTE SHALL BE BROUGHT BEFORE THE NCIP.





HOW WILL THE NCIP KNOW THAT THE DISPUTE SUBMITTED BEFORE THEM HAS EXHAUSTED ALL REMEDIES PROVIDED FOR BY THE IP CUSTOMARY LAWS?

A CERTIFICATION ISSUED BY THE COUNCIL OF ELDERS, *DATUS*, TRIBAL LEADERS OR SIMILAR LEADERS WHO PARTICIPATED IN THE ATTEMPT TO SETTLE THE DISPUTE SHALL BE PRESENTED STATING THAT SETTLEMENT HAS FAILED BETWEEN OR AMONG THE PARTIES TO THE DISPUTE. THIS CERTIFICATION SHALL BE A CONDITION PRECEDENT TO THE FILING OF A PETITION WITH THE NCIP.



WHAT IS THE EFFECT OF A DISPUTE BEING SETTLED AT THIS LEVEL?

SIMILAR TO THAT WHICH IS PROVIDED BY THE LGC, SETTLEMENT OF DISPUTES SHALL HAVE THE SAME FORCE AS SETTLEMENT ARRIVED AT OR DECISION PROMULGATED IN ACCORDANCE TO THE NCIP RULES.

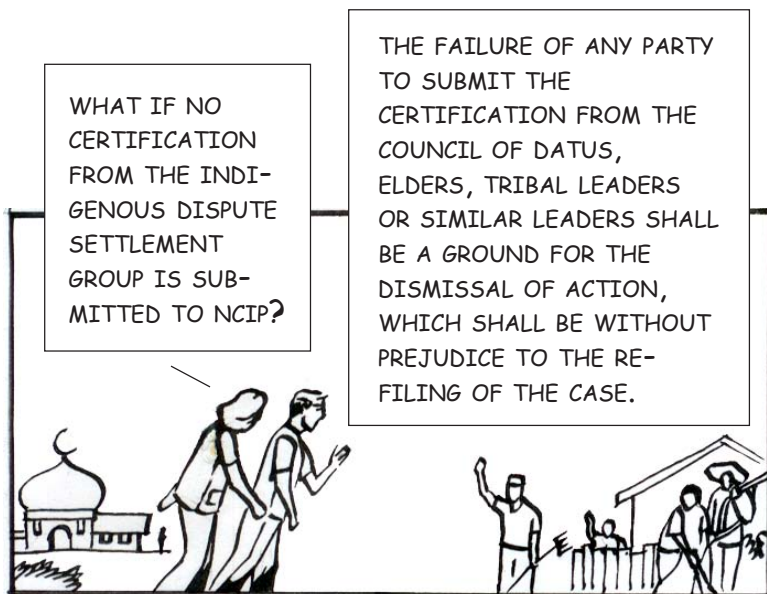
WHAT HAPPENS IF NO SUCCESSFUL DISPUTE SETTLEMENT HAS BEEN MADE?

WHERE THE PARTIES FAIL TO SETTLE THEIR DISPUTES, THE MEMBERS OF THE INDIGENOUS DISPUTE SETTLEMENT GROUP OR COUNCIL OF ELDERS, *DATUS*, TRIBAL LEADERS OR SIMILAR LEADERS SHALL ISSUE A CERTIFICATION TO THE EFFECT THAT ALL DILIGENT EFFORTS FOR SETTLEMENT UNDER CUSTOMARY PRACTICES FAILED. A CERTIFICATION TO FILE ACTION BEFORE THE NCIP MAY ALSO BE ISSUED BY THE SAME GROUP UPON REQUEST OF THE PROPER PARTY.



IS THERE A REQUIRED FORM FOR THE SAID CERTIFICATION?

NONE, THE CERTIFICATION MAY BE IN ANY FORM SO LONG AS IT STATES IN SUBSTANCE THE FAILURE OF SETTLEMENT NOTWITHSTANDING THE EFFORTS MADE UNDER CUSTOMARY LAWS OR TRADITIONAL PRACTICES. THIS IS ALLOWED IN GIVING DUE REGARD TO CUSTOMARY LAWS.



ARE THERE ANY EXCEPTIONS WHERE A CERTIFICATION SHALL NOT BE REQUIRED?

YES, A CERTIFICATION SHALL NOT BE REQUIRED IN THE FOLLOWING:

1. WHERE ONE OF THE PARTIES IS A PUBLIC OR PRIVATE CORPORATION, PARTNERSHIP, ASSOCIATION OR JURIDICAL PERSON OR A PUBLIC OFFICER OR EMPLOYEE AND THE DISPUTE IS IN CONNECTION WITH THE PERFORMANCE OF HIS OFFICIAL FUNCTIONS;



2. WHERE ONE OF THE PARTIES IS A NOT A MEMBER OF THE TRIBAL COMMUNITY OR DOES BELONG TO THE SAME INDIGENOUS CULTURAL COMMUNITY EXCEPT WHEN HE VOLUNTARILY SUBMITS TO THE JURISDICTION OF THE COUNCIL OF ELDERS/LEADERS;
3. WHERE THE RELIEF SOUGHT FOR IN THE COMPLAINT OR PETITION SEEKS TO PREVENT ANY GRAVE, IMMINENT AND IRREPARABLE DAMAGE OR INJURY THAT MAY RESULT IF NOT ACTED IMMEDIATELY; AND
4. WHERE THE COUNCIL OF ELDERS/LEADERS REFUSE TO ISSUE THE NECESSARY CERTIFICATION WITHOUT JUSTIFIABLE REASONS.



ARE ALL THESE PROVISIONS OF THE LOCAL GOVERNMENT CODE OF 1991 AND THE INDIGENOUS PEOPLES RIGHTS ACT OF 1998 ON INDIGENOUS MODES OF DISPUTE SETTLEMENT APPLICABLE IN THE AUTONOMOUS REGION IN MUSLIM MINDANAO?

APPARENTLY, THE LOCAL GOVERNMENT CODE OF THE ARMM HAS A SIMILAR LGC PROVISION OF CONCILIATION AMONG MEMBERS OF THE INDIGENOUS CULTURAL COMMUNITIES WHICH PROVIDES THAT THE CUSTOMS AND TRADITIONS OF ICCS SHALL BE APPLIED IN SETTLING DISPUTES BETWEEN MEMBERS OF THE ICCS. THE REGIONAL LEGISLATIVE ASSEMBLY ALSO HAS ENACTED A RESOLUTION ADOPTING THE IPRA AS THE FRAMEWORK FOR THE RECOGNITION OF THE RIGHTS OF IPS IN THE REGION.



HOW HAS THE INDIGENOUS MODE OF DISPUTE SETTLEMENT IN THE ARMM TAKEN FORM?

IT HAS TAKEN DIFFERENT FORMS DEPENDING ON THE COMMUNITY PRACTICE OF THE INDIGENOUS JUSTICE STRUCTURE. IN THE MUNICIPALITY OF UPI, THE LOCAL GOVERNMENT UNIT RECOGNIZED THE EXISTENCE OF THREE (3) DIFFERENT TRIBAL OR ETHNO-LINGUISTIC GROUPINGS OF MUSLIMS, TEDURAYS AND THE CHRISTIAN SETTLERS. FROM THIS TRI-PEOPLE CONCEPT



AROSE A DISTINCT INDIGENOUS DISPUTE SETTLEMENT GROUP AT THE MUNICIPAL LEVEL CALLED THE MAYOR'S COUNCIL. ITS MEMBERSHIP COMES FROM A REPRESENTATIVE GROUP

OF THE RESPECTIVE TRIBE'S LEADERS OF KNOWN LEADERSHIP AND INTEGRITY. IT WAS CREATED TO HELP THE KATARUNGANG PAMBARANGAY SYSTEM IN DISPUTE SETTLEMENT.



IN OTHER AREAS OF THE ARMM WHERE MOST OF THE INHABITANTS ARE MUSLIMS, HOW DID THE INDIGENOUS DISPUTE SETTLEMENT STRUCTURE TAKE FORM?

THE INDIGENOUS DISPUTE SETTLEMENT GROUP FROM ONE LOCAL GOVERNMENT UNIT TO ANOTHER HAS EVOLVED DISTINCTLY. THE MORE COMMON STRUCTURE TOOK ITS FORM FROM THE TRADITIONAL LEADERSHIP STRUCTURE OF *SULTANANTES*, *DATUSHIPS*, AND OTHER ISLAMIC AND PRE-ISLAMIC INSTITUTIONS. HOWEVER, THE PRESENT-DAY DISPUTE SETTLEMENT GROUPS HAVE BEEN INSPIRED FROM INTERFACING THE TRADITIONAL JUSTICE STRUCTURES WITH THE LGU-MANDATED BODIES SUCH AS THE PEACE AND ORDER



COUNCIL, THE KATARUNGANG PAMBARANGAY SYSTEM AND EVEN A PROVINCIALLY-CREATED TASK FORCE KALILINTAD.

ARE THESE LOCAL DISPUTE SETTLEMENT STRUCTURES OR MECHANISMS EXISTING IN THE ARMM PRESCRIBED FOR BY OUR NATIONAL LEGAL FRAMEWORK?

YES, THE 1987 CONSTITUTION RECOGNIZES AND PROMOTES THE RIGHTS OF INDIGENOUS CULTURAL COMMUNITIES WITHIN THE FRAMEWORK OF NATIONAL UNITY AND DEVELOPMENT. IT HAS ALSO PROVIDED FOR THE ENACTMENT OF AN ORGANIC ACT FOR THE ARMM. THE ENACTED ORGANIC ACT HAS RECOGNIZED, PROTECTED AND GUARANTEED THE FREE EXERCISE OF RELIGIONS, BELIEFS, CUSTOMS AND TRADITIONS OF ANY PEOPLE. IT EVEN MANDATED THE REGIONAL LEGISLATIVE ASSEMBLY TO PROVIDE FOR THE CODIFICATION OF INDIGENOUS LAWS AND COMPILATION OF CUSTOMARY LAWS OF THE MUSLIMS AND INDIGENOUS CULTURAL COMMUNITIES IN THE ARMM.



THIS IS QUITE A HEALTHY DISCUSSION AND I LEARNED A LOT ON HOW TO ADMINISTER BARANGAY JUSTICE IN MY BARANGAY. THANK YOU VERY MUCH.

YOU ARE WELCOME, CELIA. YOUR LATE FATHER, WHO WAS MY CONTEMPORARY, WOULD HAVE BEEN SO PROUD OF YOU...



P A R T T W O



**BENEFITS,
INCENTIVES
AND AWARDS**

SCHOLARSHIP



GOOD
MORNING,
KAPITAN
PEDRING.

GOOD MORNING, KAPITANA CELIA.
WHAT CAN I DO FOR YOU?

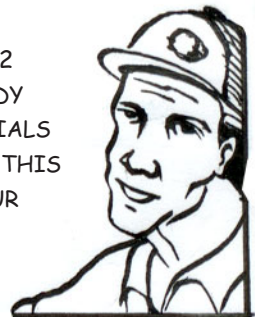
THIS IS MARIA. SHE IS A
DAUGHTER OF AN ACTIVE LUPON
MEMBER IN MY BARANGAY. SHE
WILL BE ENTERING COLLEGE NEXT
YEAR AND SHE IS A CONSISTENT
HONOR STUDENT. YOU TOLD ME

LAST TIME THAT THERE IS A SCHOLARSHIP PROGRAM FOR
THE LEGITIMATE DEPENDENTS OF LUPON MEMBERS.

WOULD THERE BE
ANY CHANCE THAT
MARIA QUALIFIES
FOR THE PROGRAM?



YES, SHE IS COVERED BY CHED ORDER 62
"GUIDELINES IMPLEMENTING THE STUDY
GRANT PROGRAM FOR BARANGAY OFFICIALS
AND THEIR LEGITIMATE DEPENDENTS". THIS
IS THE SAME ORDER APPLICABLE TO OUR
SONS AND DAUGHTERS.





I SEE. WHO ARE NOW QUALIFIED TO BE SCHOLARS UNDER THIS PROGRAM? WHAT ARE THE CONDITIONS IN ORDER TO QUALIFY IN THE PROGRAM?

BASICALLY, SHE/HE MUST BE A SON OR DAUGHTER OF THE LUPONG TAGAPAMAYAPA.

- ▶ SHE/HE MUST NOT BE MORE THAN 21 YEARS OLD,
- ▶ A HIGH SCHOOL GRADUATE WITH AN AVERAGE OF 80 PERCENT,
- ▶ PASSED THE ENTRANCE EXAMS IN THE STATE COLLEGE AND UNIVERSITY, AND
- ▶ INCOME OF PARENTS MUST NOT EXCEED 72,000 PESOS ANNUALLY.



SO WHAT ARE THE REQUIRED DOCUMENTS?

- ▶ A CERTIFICATION FROM THE OFFICE OF THE MAYOR THAT THE APPLICANT IS A CHILD OF THE BARANGAY OFFICIAL,
- ▶ BIRTH CERTIFICATE, HIGH SCHOOL REPORT CARD,
- ▶ ENTRANCE EXAMS RESULT,
- ▶ INCOME TAX RETURN, AND
- ▶ A CERTIFICATE OF GOOD MORAL CHARACTER FROM THE PRINCIPAL OR GUIDANCE COUNCILOR.





ARE THERE ANY CONDITIONS FOR THE ASSISTANCE?

THE GRANTEE OR THE LUPON CHILD WILL CARRY A FULL SEMESTRAL LOAD EVERY SEMESTER, FINISH HIS/HER COURSE IN THE PRESCRIBED DURATION AND WILL JUST MAINTAIN AT LEAST A PASSING GRADE IN ALL HIS/HER SUBJECTS.



THERE ARE OTHER CONDITIONS.

THE APPLICANT MUST NOT BE ENJOYING ANY STUDY GRANT AT THE TIME OF APPLICATION.

ONLY TWO CHILDREN OF THE LUPON MEMBER ARE ALLOWED FOR A GIVEN TERM.



CAN SHE ALSO SHIFT COURSE?



SHIFTING OF COURSE MAY BE ALLOWED AFTER GETTING THE APPROVAL FROM THE REGISTRAR...



CAN THE SCHOLARSHIP BE ALSO TERMINATED?

YES, THE SCHOLARSHIP WILL BE TERMINATED IF THE GRANTEE HAS FAILED IN THE SUBJECTS, FALSIFIED HIS/HER RECORDS, TRANSFERRED TO ANOTHER SCHOOL WITHOUT THE APPROVAL OF THE SCHOOL REGISTRAR, JOINED OR PARTICIPATED IN SUBVERSIVE ORGANIZATION/ACTIVITIES, OR IF THERE ARE NO AVAILABLE FUNDS FOR THE SCHOLARSHIP.

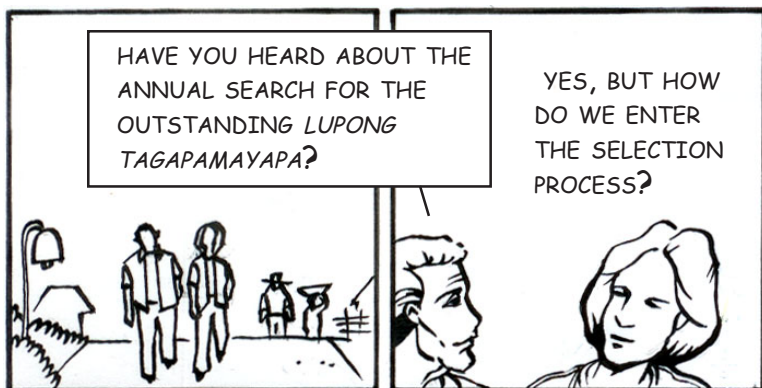


BUT WHY WOULD THERE BE NO FUNDS AVAILABLE? WHAT IS THE SOURCE OF FUNDING FOR THE SCHOLARSHIP?

I SEE. SO, MARIA, YOU BETTER HURRY AND SEE IF THE NEAREST COLLEGE HERE IN OUR PLACE HAS A SCHOLARSHIP PROGRAM UNDER CHED ORDER # 62 AND BRING THIS LIST OF REQUIREMENTS WITH YOU.

WELL, THE STATE COLLEGES AND UNIVERSITIES CONCERNED ARE REQUIRED TO INCORPORATE IN THEIR RESPECTIVE BUDGET PROGRAM THE NECESSARY FUNDS TO SUPPORT THE EXPENSES OF THE BENEFICIARIES AS PROVIDED FOR IN CHED ORDER # 62.





FIRST, WE MUST JOIN THE SELECTION PROCESS AT THE MUNICIPAL LEVEL.

BUT WHAT ARE THE CRITERIA IN EVALUATING THE *LUPONS*?



THERE ARE THREE CRITERIA CONSIDERED. FIRST IS THE EFFICIENCY IN OPERATIONS WHICH IS JUDGED THROUGH THE NUMBER OF CASES SETTLED IN RELATION TO THE NUMBER OF CASES FILED.

C H A P T E R O N E

INCENTIVES AND AWARDS

...OBSERVANCE OF THE SETTLEMENT PROCEDURES WHICH REFERS TO THE SETTLEMENT OF CASES BEFORE THE LUPON IN THE ACCORDANCE WITH THE PRESCRIBED PROCEDURES AND THIS INCLUDES THE PROPER RECORDING OF THE COMPLAINTS, SERVING SUMMONS, OBSERVANCE OF THE PERIOD OF SETTLEMENT OF DISPUTES AND OTHER RELATED PROCEDURES.

UNDER EFFICIENCY IN OPERATIONS IS THE OBSERVANCE OF SETTLEMENT DEADLINES WHICH REFERS TO THE SETTLEMENT OF CASES BEFORE THE LUPON WITHIN THE PRESCRIBED PERIOD AND THE ARRIVAL OF SETTLEMENT OR RESOLUTION OF THE DISPUTE WITHIN THE 15-DAY PERIOD.



ALSO THE EVALUATORS WILL LOOK INTO THE RECORD KEEPING SYSTEM OF THE LUPON WHICH INCLUDE THE RECORDS OF ALL THE COMPLAINTS BROUGHT AND FILED, SETTLED AND/OR RESOLVED BY THE LUPON AND PROPER AND SYSTEMATIC FILING AND KEEPING OF THE DOCUMENTS SUBMITTED BY THE LUPON TO OTHER AGENCIES FOR COMPLIANCE OR FOR ANY APPROPRIATE ACTION.

LASTLY UNDER THE OPERATIONS IS THE SUBMISSION OF REPORTS OF TRANSMITTAL, OF SETTLEMENT AND ARBITRATION AWARDS TO THE COURT AND OTHER CONCERNED AGENCIES; AND THE NUMBER OF REGULAR MEETINGS CONDUCTED BY THE LUPON TO PROVIDE A FORUM FOR THE EXCHANGE OF IDEAS AMONG ITS MEMBERS AND THE PUBLIC.

WHAT IS THE SECOND CRITERIA?



THE RESOURCEFULNESS OR CREATIVITY OF THE CONCILIATORS OR MEDIATORS.

OH I SEE. I JUST WONDER HOW CAN THEY EVALUATE THIS? I MEAN, WHAT COULD SERVE AS THEIR BASIS IN APPLYING THE CRITERIA THAT YOU'VE JUST MENTIONED?

WELL, THROUGH THE RECORDS AND MINUTES MADE BY THE LUPON SECRETARY. FROM THERE, THE EVALUATORS WILL BE ABLE TO KNOW THE INNOVATIVE TECHNIQUE AND SKILLS OF THE MEDIATORS OR CONCILIATORS AND THE COORDINATION MADE WITH APPROPRIATE AGENCIES LIKE THE PHILIPPINE NATIONAL POLICE OR THE MUNICIPAL TRIAL COURT.

WHAT IS THE THIRD AND LAST CRITERIA?

THE LAST CRITERIA IS CENTERED ON THE EFFECTIVENESS OF THE LUPON IN ACHIEVING KP OBJECTIVES. THIS IS MEASURABLE THROUGH THE NUMBER OF CASES REPUDIATED IN RELATION TO THE NUMBER OF CASES SETTLED AND THE NON-RECURRENCE OF THE CASES SETTLED.

Year	No. of Cases	No. of Settled Cases	%
2001	90	63	70%
2002	60	48	80%
2003	50	50	100%

WHO WILL EVALUATE US?
HOW WILL THEY RATE THE PERFORMANCE OF OUR LUPON?

THE DEPARTMENT OF THE INTERIOR AND LOCAL GOVERNMENT (DILG) IS TASKED TO ORGANIZE THE LUPON TAGAPAMAYAPA AWARDS COMMITTEE FROM THE MUNICIPAL, PROVINCIAL, REGIONAL TO THE NATIONAL LEVEL.





THE AWARDS COMMITTEE FIRST SERVES AS THE TEAM OF EVALUATORS; AS SUCH IT WILL RATE THE *LUPON* ACCORDING TO THE ABOVEMENTIONED CRITERIA GUIDED BY A RATING SCALE ALSO PROVIDED FOR.

AND THEY WILL SELECT THE TOP FOUR (4) *LUPONS* AS NATIONAL AWARDEES WHICH INCLUDE THE:

- ▶ *LUPON TAGAPAMAYAPA* IN HIGHLY URBANIZED CITIES;
- ▶ *LUPON TAGAPAMAYAPA* IN COMPONENT CITIES;
- ▶ *LUPONG TAGAPAMAYAPA* IN 1ST TO 3RD CLASS MUNICIPALITIES AND
- ▶ *LUPONG TAGAPAMAYAPA* IN 4TH TO 6TH CLASS MUNICIPALITIES.



WHAT ARE THE PRIZES?

ASIDE FROM THE HONOR AND A PRESIDENTIAL COMMENDATION , CASH PRIZES ARE ALSO GIVEN. AT THE NATIONAL LEVEL, AS MUCH AS P300,000 IS GIVEN IN THE FORM OF GRANTS.

I WILL TELL MY *LUPON* SECRETARY TO KEEP THE RECORDS OF THE *LUPON* EFFICIENTLY AND WE WILL JOIN THE SEARCH NEXT YEAR. THANK YOU VERY MUCH, *KAPITAN PEDRING*.

YOU ARE WELCOME, *KAPITANA CELIA*. PLEASE FEEL FREE TO SEE ME IF YOU HAVE ANY MORE QUESTIONS. ALL THE VERY BEST TO YOU *KAPITANA!*



ANNEXES



Republic of the Philippines
Province of _____
CITY/MUNICIPALITY OF _____
Barangay _____
OFFICE OF THE PUNONG BARANGAY

_____, 20__

NOTICE TO CONSTITUTE THE LUPON

To All Barangay Members and All Other Persons Concerned:

In compliance with Section 1(a), Chapter 7, Title One, Book III, Local Government Code of 1991 (Republic Act No. 7160), of the Katarungang Pambarangay Law, notice is hereby given to constitute the Lupong Tagapamayapa of this Barangay. The persons I am considering for appointment are the following:

- | | |
|-----------|-----------|
| 1. _____ | 13. _____ |
| 2. _____ | 14. _____ |
| 3. _____ | 15. _____ |
| 4. _____ | 16. _____ |
| 5. _____ | 17. _____ |
| 6. _____ | 18. _____ |
| 7. _____ | 19. _____ |
| 8. _____ | 20. _____ |
| 9. _____ | 21. _____ |
| 10. _____ | 22. _____ |
| 11. _____ | 23. _____ |
| 12. _____ | 24. _____ |
| 25. _____ | |

They have been chosen on the basis of their suitability for the task of conciliation considering their integrity, impartiality, independence of mind, sense of fairness and reputation for probity in view of their age, social standing in the community, tact, patience, resourcefulness, flexibility, open mindedness and other relevant factors. The law provides that only those actually residing or working in the barangay who are not expressly disqualified by law are qualified to be appointed as Lupon members.

All persons are hereby enjoined to immediately inform me and of their opposition to or endorsement of any or all the proposed members or



recommend to me other persons not included in the list but not later than the _____ day of _____, 20__ (the last day for posting this notice).

Punong Barangay

IMPORTANT: This notice is required to be posted in three (3) conspicuous places in the barangay for at least three (3) weeks

WARNING: Tearing or defacing this notice shall be subject to punishment according to law.

KP FORM # 2: APPOINTMENT LETTER

Republic of the Philippines
Province of _____
CITY/MUNICIPALITY OF _____
Barangay _____
OFFICE OF THE PUNONG BARANGAY

_____, 20____
(Date)

APPOINTMENT

TO: _____

Pursuant to Chapter 7, Title One, Book III, Local Government Code of 1991 (Republic Act No. 7160), you are hereby appointed MEMBER of the Lupong Tagapamayapa of this Barangay effective upon taking your oath of office and until a new Lupon is constituted on the third year following your appointment.

Punong Barangay

ATTESTED:

Barangay Secretary

Republic of the Philippines
Province of _____
CITY/MUNICIPALITY OF _____
Barangay _____
OFFICE OF THE PUNONG BARANGAY

_____, 20 ____
(Date)

NOTICE OF APPOINTMENT

Sir/Madam:

Please be informed that you have been appointed by the Punong Barangay as a **MEMBER OF THE LUPONG TAGAPAMAYAPA**, effective upon taking your oath of office, and until a new Lupong is constituted on the third year following your appointment. You may take your oath of office before the Punong Barangay on _____.

Very truly yours,

Barangay Secretary



Republic of the Philippines
Province of _____
CITY/MUNICIPALITY OF _____
Barangay _____
OFFICE OF THE PUNONG BARANGAY

_____, 20 ____
(Date)

LIST OF APPOINTED LUPON MEMBERS

Listed hereunder are the duly appointed members of the Lupong Tagapamayapa in this Barangay who shall serve as such upon taking their oath of office and until a new Lupon is constituted on the third year following their appointment.

- | | |
|-----------|-----------|
| 1. _____ | 11. _____ |
| 2. _____ | 12. _____ |
| 3. _____ | 13. _____ |
| 4. _____ | 14. _____ |
| 5. _____ | 15. _____ |
| 6. _____ | 16. _____ |
| 7. _____ | 17. _____ |
| 8. _____ | 18. _____ |
| 9. _____ | 19. _____ |
| 10. _____ | 20. _____ |

Punong Barangay

ATTESTED:

Barangay/Lupon Secretary

IMPORTANT: The list shall be posted in three (3) conspicuous places in the barangay for the duration of the terms of office of those named above.

WARNING: Tearing or defacing this notice shall be subject to punishment according to law.

Republic of the Philippines
Province of _____
CITY/MUNICIPALITY OF _____
Barangay _____
OFFICE OF THE PUNONG BARANGAY

OATH OF OFFICE

Pursuant to Chapter 7, Title One, Book II, Local Government Code of 1991 (Republic Act No. 7160), I _____, being duly qualified and having been duly appointed MEMBER of the Lupong Tagapamayapa of this Barangay, do hereby solemnly swear (or affirm) that I will faithfully and conscientiously discharge to the best of my ability, my duties and functions as such member and as member of the Pangkat ng Tagapagkasundo in which I may be chosen to serve; that I will bear true faith and allegiance to the Republic of the Philippines; that I will support and defend its Constitution and obey the laws, legal orders and decrees promulgated by its duly constituted authorities; and that I voluntarily impose upon myself this obligation without any mental reservation or purpose of evasion.

SO HELP ME GOD. (In case of affirmation the last sentence will be omitted.)

Member

SUBSCRIBED AND SWORN to (or AFFIRMED) before me this
_____ day of _____, 20____.

Punong Barangay



Republic of the Philippines
Province of _____
CITY/MUNICIPALITY OF _____
Barangay _____
OFFICE OF THE LUPONG TAGAPAMAYAPA

_____, 20 ____
(Date)

WITHDRAWAL OF APPOINTMENT

TO: _____

After due hearing and with the concurrence of a majority of all the
Lupong Tagapamayapa members of this Barangay, your appointment
as member thereof is hereby withdrawn effective upon receipt hereof,
on the following ground/s:

[] incapacity to discharge the duties of your office as shown by

[] unsuitability by reason of _____
(Check whichever is applicable and detail or specify the act/s or
omission/s constituting the ground/s for withdrawal.)

Punong Barangay/Lupon Chairman

CONFORME (Signatures):

- | | |
|----------|-----------|
| 1. _____ | 7. _____ |
| 2. _____ | 8. _____ |
| 3. _____ | 9. _____ |
| 4. _____ | 10. _____ |
| 5. _____ | 11. _____ |
| 6. _____ | |

Received this _____ day of _____, 19____.

Signature

NOTE:

The members of the Lupon conforming to the withdrawal must personally affix their signatures or thumb marks on the pertinent spaces above. The withdrawal must be conformed to by more than one-half of the total number of members of the Lupon including the Punong Barangay and the member concerned.

KP FORM # 7: COMPLAINANT'S FORM

Republic of the Philippines
Province of _____
CITY/MUNICIPALITY OF _____
Barangay _____
OFFICE OF THE LUPONG TAGAPAMAYAPA

Complainant/s

Barangay Case No. _____
For: _____

— against —

Respondent/s

COMPLAINT

I/WE hereby complain against above named respondent/s for violating my/our rights and interests in the following manner:

THEREFORE, I/WE pray that the following relief/s be granted to me/us in accordance with law and/or equity:



Made this _____ day of _____, 19____.

Complainant/s

Received and filed this _____ day of _____, 19____.

Punong Barangay/Lupon Chairman

KP FORM # 8: NOTICE OF HEARING

Republic of the Philippines
Province of _____
CITY/MUNICIPALITY OF _____
Barangay _____
OFFICE OF THE LUPONG TAGAPAMAYAPA

**NOTICE OF HEARING
(MEDIATION PROCEEDINGS)**

TO: _____

Complainant/s

You are hereby required to appear before me on the _____ day of _____, 19__ at _____ o'clock in the morning/afternoon for the hearing of your complaint.

This _____ day of _____, 19____.

Punong Barangay/Lupon Chairman

Notified this _____ day of _____, 19____.

Complainant/s

Republic of the Philippines
Province of _____
CITY/MUNICIPALITY OF _____
Barangay _____
OFFICE OF THE LUPONG TAGAPAMAYAPA

Complainant/s

Barangay Case No. _____
For: _____

— against —

Respondent/s

S U M M O N S

TO: _____
_____ Respondents

You are hereby summoned to appear before me in person, together with your witnesses, on the _____ day of _____, 19____ at _____ o'clock in the morning/afternoon, then and there to answer to a complaint made before me, copy of which is attached hereto, for mediation/conciliation of your dispute with complainant/s. You are hereby warned that if you refuse or willfully fail to appear in obedience to this summons, you may be barred from filing any counterclaim arising from said complaint.

FAIL NOT or else face punishment as for contempt of court.

This _____ day of _____, 19____.

Punong Barangay/Pangkat Chairman



OFFICER'S RETURN

I served this summons upon respondent _____
on the _____ day of _____, 19____, and upon respondent
_____ on the day of _____,
19____, by:

(Write name/s of respondent/s before mode by which he/they was/were served.)

Respondent/s

1. handing to him/them said summons in person, or
2. handing to him/them said summons and he/they refused to receive it, or
3. leaving said summons at his/their dwelling with _____ (name) a person of suitable age and discretion residing therein, or
4. leaving said summons at his/their office/place of business with _____, (name) a competent person in charge thereof.

Officer

Received by Respondent/s representative/s:

Signature

Date

Signature

Date

Republic of the Philippines
Province of _____
CITY/MUNICIPALITY OF _____
Barangay _____
OFFICE OF THE PUNONG BARANGAY

NOTICE FOR CONSTITUTION OF PANGKAT

TO: _____

Complainant/s Respondent/s

You are hereby required to appear before me on the _____ day of _____, 19____, at _____ o'clock in the morning/afternoon for the constitution of the Pangkat ng Tagapagkasundo which shall conciliate your dispute. Should you fail to agree on the Pangkat membership or to appear on the aforesaid date for the constitution of the Pangkat, I shall determine the membership thereof by drawing lots. This _____ day of _____, 19____.

Punong Barangay

Notified this _____ day of _____, 19____.

TO: _____

Complainant/s Respondent/s



Republic of the Philippines
Province of _____
CITY/MUNICIPALITY OF _____
Barangay _____
OFFICE OF THE LUPONG TAGAPAMAYAPA

Complainant/s

Barangay Case No. _____
For: _____

— against —

Respondent/s

NOTICE TO CHOSEN PANGKAT MEMBER

(Date)

TO: _____

Notice is hereby given that you have been chosen member of the Pangkat ng Tagapagkasundo amicably conciliate the dispute between the par in the above-entitled case.

Punong Barangay/Lupon Secretary

Received this _____ day of _____, 19____.

Pangkat Member

Republic of the Philippines
Province of _____
CITY/MUNICIPALITY OF _____
Barangay _____
OFFICE OF THE PUNONG BARANGAY

TO: _____

Complainant/s Respondent/s

**NOTICE OF HEARING
(CONCILIATION PROCEEDINGS)**

You are hereby required to appear before the Pangkat on the _____
day of _____, 20____, at _____ o'clock for a hearing of
the above-entitled case.

This _____ day of _____, 20____.

Pangkat Chairman

Notified this _____ day of _____, 19____.

Complainant/s Respondent/s



Republic of the Philippines
Province of _____
CITY/MUNICIPALITY OF _____
Barangay _____
OFFICE OF THE LUPONG TAGAPAMAYAPA

Complainant/s

Barangay Case No. _____
For: _____

— against —

Respondent/s

SUBPOENA

TO: _____

Witnesses

You are hereby commanded to appear before me on the _____ day of _____, 19____, at _____ o'clock, then and there to testify in the hearing of the above-captioned case.

This _____ day of _____, 19____.

Punong Barangay/Pangkat Chairman
(Cross out whichever one is not applicable.)

Republic of the Philippines
Province of _____
CITY/MUNICIPALITY OF _____
Barangay _____
OFFICE OF THE LUPONG TAGAPAMAYAPA

_____	Barangay Case No. _____
_____	For: _____
Complainant/s	_____

— against —	

Respondent/s	

AGREEMENT FOR ARBITRATION

We hereby agree to submit our dispute for arbitration to the Punong Barangay/Pangkat ng Tagapagkasundo (Please cross out whichever is not applicable) and bind ourselves to comply with the award that may be rendered thereon. We have made this agreement freely with a full understanding of its nature and consequences.

Entered into this _____ day of _____, 19____.

Complainant/s	Respondent/s
_____	_____
_____	_____

ATTESTATION

I hereby certify that the foregoing Agreement for Arbitration was entered into by the parties freely and voluntarily, after I had explained to them the nature and the consequences of such agreement.

Punong Barangay/Pangkat Chairman
(Cross out whichever one is not applicable.)



Republic of the Philippines
Province of _____
CITY/MUNICIPALITY OF _____
Barangay _____
OFFICE OF THE LUPONG TAGAPAMAYAPA

Complainant/s

Barangay Case No. _____
For: _____

— against —

Respondent/s

ARBITRATION AWARD

After hearing the testimonies given and careful examination of the evidence presented in this case, award is hereby made as follows:

Made this _____ day of _____, 19____ at _____.

Punong Barangay/Pangkat Chairman *

Member

Member

ATTESTED:

Punong Barangay/Lupon Secretary **

* To be signed by either, whoever made the arbitration award.

** To be signed by the Punong Barangay if the award is made by the Pangkat Chairman, and by the Lupon Secretary if the award is made by the Punong Barangay.

Republic of the Philippines
Province of _____
CITY/MUNICIPALITY OF _____
Barangay _____
OFFICE OF THE LUPONG TAGAPAMAYAPA

Complainant/s

Barangay Case No. _____
For: _____

— against —

Respondent/s

AMICABLE SETTLEMENT

We, complainant/s and respondent/s in the above-captioned case, do hereby agree to settle our dispute as follows:

and bind ourselves to comply honestly and faithfully with the above terms of settlement.

Entered into this _____ day of _____, 19_____.

Complainant/s Respondent/s

ATTESTATION

I hereby certify that the foregoing amicable settlement was entered into by the parties freely and voluntarily, after I had explained to them the nature and consequence of such settlement.

Punong Barangay/Pangkat Chairman



Republic of the Philippines
Province of _____
CITY/MUNICIPALITY OF _____
Barangay _____
OFFICE OF THE LUPONG TAGAPAMAYAPA

Complainant/s

Barangay Case No. _____
For: _____

— against —

Respondent/s

REPUDIATION

I/WE hereby repudiate the settlement/agreement for arbitration on the ground that my/our consent was vitiated by:
(Check out whichever is applicable)

[] Fraud. (State details) _____

[] Violence. (State details) _____

[] Intimidation. (State details) _____

This _____ day of _____, 19____.

Complainant/s Respondent/s

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 19____ at _____.

Punong Barangay/Pangkat Chairman/Member

Received and filed * this _____ day of _____, 19_____.

Punong Barangay

* Failure to repudiate the settlement or the arbitration agreement within the time limits respectively set (ten [10] days from the date of settlement and five[5] days from the date of arbitration agreement) shall be deemed a waiver of the right to challenge on said grounds.



Republic of the Philippines
Province of _____
CITY/MUNICIPALITY OF _____
Barangay _____
OFFICE OF THE LUPONG TAGAPAMAYAPA

Complainant/s

Barangay Case No. _____
For: _____

— against —

Respondent/s

**NOTICE OF HEARING
(RE: FAILURE TO APPEAR)**

TO: _____
Complainant/s

You are hereby required to appear before me/the Pangkat on the _____ day of _____, 19____, at _____ o'clock in the morning/afternoon to explain why you failed to appear for mediation/conciliation scheduled on _____, 19____ and why your complaint should not be dismissed, a certificate to bar the filing of your action on court/government office should not be issued, and contempt proceedings should not be initiated in court for willful failure or refusal to appear before the Punong Barangay/Pangkat ng Tagapagkasundo.

This _____ day of _____, 19____.

Punong Barangay/Pangkat Chairman
(Cross out whichever is not applicable.)

Notified this _____ day of _____, 19____.

Complainant/s

Respondent/s



Republic of the Philippines
Province of _____
CITY/MUNICIPALITY OF _____
Barangay _____
OFFICE OF THE LUPONG TAGAPAMAYAPA

Complainant/s

Barangay Case No. _____
For: _____

— against —

Respondent/s

**NOTICE OF HEARING
(RE: FAILURE TO APPEAR)**

TO: _____

Respondent/s

You are hereby required to appear me/the Pangkat on the _____ day of _____, 19____, at _____ o'clock in the morning/afternoon to explain why you failed to appear for mediation/conciliation scheduled on _____, 19____ and why your counterclaim (if any) arising from the complaint should not be dismissed, a certificate to bar the filing of said counterclaim in court/government office should not be issued, and contempt proceedings should not be initiated in court for willful failure or refusal to appear before the Punong Barangay/Pangkat ng Tagapagkasundo.

This _____ day of _____, 19_____.

Punong Barangay/Pangkat Chairman
(Cross out whichever is not applicable.)

Notified this _____ day of _____, 19_____.

Respondent/s:

Complainant/s:

KP FORM # 20: CERTIFICATION TO FILE ACTION (FROM LUPON
SECRETARY)

Republic of the Philippines
Province of _____
CITY/MUNICIPALITY OF _____
Barangay _____
OFFICE OF THE LUPONG TAGAPAMAYAPA

Complainant/s

Barangay Case No. _____
For: _____

— against —

Respondent/s

CERTIFICATION TO FILE ACTION

This is to certify that:

1. There has been a personal confrontation between the parties before the Punong Barangay/Pangkat ng Tagapagkasundo;
2. A settlement was reached;
3. The settlement has been repudiated in a statement sworn to before the Punong Barangay by _____ on ground of _____; and
4. Therefore, the corresponding complaint for the dispute may now be filed in court/government office.

This _____ day of _____, 19____.

Lupon Secretary

Attested:

Lupon Chairman



Republic of the Philippines
Province of _____
CITY/MUNICIPALITY OF _____
Barangay _____
OFFICE OF THE LUPONG TAGAPAMAYAPA

Complainant/s

Barangay Case No. _____
For: _____

— against —

Respondent/s

CERTIFICATION TO FILE ACTION

This is to certify that:

1. There has been a personal confrontation between the parties before the Punong Barangay but mediation failed;
2. The Pangkat ng Tagapagkasundo was constituted but the personal confrontation before the Pangkat likewise did not result into a settlement; and
3. Therefore, the corresponding complaint for the dispute may now be filed in court/government office.

This _____ day of _____, 19_____.

Pangkat Secretary

Attested by:

Pangkat Chairman

Republic of the Philippines
Province of _____
CITY/MUNICIPALITY OF _____
Barangay _____
OFFICE OF THE LUPONG TAGAPAMAYAPA

Complainant/s

Barangay Case No. _____
For: _____

— against —

Respondent/s

CERTIFICATION TO FILE ACTION

This is to certify that:

1. There was a personal confrontation between the parties before the Punong Barangay but mediation failed;
2. The Punong Barangay set the meeting of the parties for the constitution of the Pangkat;
3. The respondent willfully failed or refused to appear without justifiable reason at the conciliation proceedings before the Pangkat; and
4. Therefore, the corresponding complaint for the dispute may now be filed in court/government office.

Pangkat Secretary

Attested by:

Pangkat Chairman



Republic of the Philippines
Province of _____
CITY/MUNICIPALITY OF _____
Barangay _____
OFFICE OF THE LUPONG TAGAPAMAYAPA

Complainant/s

Barangay Case No. _____
For: _____

— against —

Respondent/s

CERTIFICATION TO BAR ACTION

This is to certify that the above-captioned case was dismissed pursuant to the Order dated _____, for complainant/s _____ (name) and _____ (name) willful failure or refusal to appear for hearing before the Punong Barangay/Pangkat ng Tagapagkasundo and therefore complainant/s is/are barred from filing an action in court/government office.

This _____ day of _____, 19____.

Lupon Secretary/Pangkat Secretary

Attested:

Lupon Chairman/Pangkat Chairman

IMPORTANT: If Lupon Secretary makes the certification, the Lupon Chairman attests. If the Pangkat Secretary makes the certification, the Pangkat Chairman attests.

Republic of the Philippines
Province of _____
CITY/MUNICIPALITY OF _____
Barangay _____
OFFICE OF THE LUPONG TAGAPAMAYAPA

Complainant/s

Barangay Case No. _____
For: _____

— against —

Respondent/s

CERTIFICATION TO BAR COUNTERCLAIM

This is to certify that after prior notice and hearing, the respondent/s _____ (name) and _____ (name) have been found to have willfully failed or refused to appear without justifiable reason before the Punong Barangay/Pangkat ng Tagapagkasundo and therefore respondent/s is/are barred from filing his/their counterclaim (if any) arising from the complaint in court/ government office.

This _____ day of _____, 19____.

Lupon Secretary/Pangkat Secretary

Attested:

Lupon Chairman/Pangkat Chairman

IMPORTANT: If Lupon Secretary makes the certification, the Lupon Chairman attests. If the Pangkat Secretary makes the certification, the Pangkat Chairman attests.



Republic of the Philippines
Province of _____
CITY/MUNICIPALITY OF _____
Barangay _____
OFFICE OF THE LUPONG TAGAPAMAYAPA

Complainant/s

Barangay Case No. _____
For: _____

— against —

Respondent/s

MOTION FOR EXECUTION

Complainant/s/Respondent/s state as follows:

1. On _____ (Date) the parties in this case signed an amicable settlement/received the arbitration award rendered by the Lupon/Chairman/Pangkat ng Tagapagkasundo;
2. The period of ten (10) days from the above-stated date has expired without any of the parties filing a sworn statement of repudiation of the settlement before the Lupon Chairman a petition for nullification of the arbitration award in court; and
3. The amicable settlement/arbitration award is now final and executory.

WHEREFORE, Complainant/s/Respondent/s request that the corresponding writ of execution be issued by the Lupon Chairman in this case.

(Date)

Complainant/s/Respondent/s

Republic of the Philippines
Province of _____
CITY/MUNICIPALITY OF _____
Barangay _____
OFFICE OF THE LUPONG TAGAPAMAYAPA

Complainant/s

Barangay Case No. _____
For: _____

— against —

Respondent/s

**NOTICE OF HEARING
(RE: MOTION FOR EXECUTION)**

TO: _____
Complainant/s

_____ Respondent/s

You are hereby required to appear before me on _____ day of _____ 19____ at _____ o'clock in the morning/afternoon/evening for the hearing of the motion for execution, copy of which is attached hereto, filed by _____ (Name of complainant/s/respondent/s)

(Date)

Punong Barangay/Lupon Chairman

Notified this _____ day of _____, 19____.

(Signature)
Complainant/s

(Signature)
Respondent/s



Republic of the Philippines
Province of _____
CITY/MUNICIPALITY OF _____
Barangay _____
OFFICE OF THE LUPONG TAGAPAMAYAPA

_____ Barangay Case No. _____
_____ For: _____
Complainant/s _____

— against —

Respondent/s

NOTICE OF EXECUTION

WHEREAS, on _____(date), an amicable settlement was signed by the parties in the above-entitled case [or an arbitration award was rendered by the Punong Barangay/Pangkat ng Tagapagkasundo]; WHEREAS, the terms and conditions of the settlement, the dispositive portion of the award. read:

The said settlement/award is now final and executory;

WHEREAS, the party obliged _____ (name) has not complied voluntarily with the aforestated amicable settlement/ arbitration award, within the period of five (5) days from the date of hearing on the motion for execution;
NOW, THEREFORE, in behalf of the Lupong Tagapamayapa and by virtue of the powers vested in me and the Lupon by the Katarungang Pambarangay Law and Rules, I shall cause to be realized from the goods and personal property of _____ (name of party obliged) the sum of _____ (state amount of settlement or award) upon in the said amicable settlement [or adjudged in the said arbitration award], unless voluntary compliance of said settlement or award shall have been made upon receipt hereof.

Signed this _____ day of _____, 19____.

Punong Barangay

Copy furnished:

Complainant/s

Respondent/s



Republic of the Philippines
Province of _____
CITY/MUNICIPALITY OF _____
Barangay _____
OFFICE OF THE LUPONG TAGAPAMAYAPA

OFFICE OF THE BARANGAY CAPTAIN

_____, 20____
Date

MONTHLY TRANSMITTAL OF FINAL REPORTS

To: City/Municipal Judge

(City/Municipality)

Enclosed herewith are the final reports of settlement of disputes and arbitration awards made by the Barangay Captain/ Pangkat Tagapagkasundo in the following cases:

Barangay Case No.	TITLE (Complainant, et al vs. Respondent, et al)
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

(Clerk of Court)

IMPORTANT: Lupon/Pangkat Secretary shall transmit not later than the first five days of each month the final reports for preceding month.



PHILIPPINES-CANADA
LOCAL GOVERNMENT
SUPPORT PROGRAM

Programme de soutien aux
gouvernements locaux