

A Definitive Analysis of BCDA v. CJH Development (G.R. No. 219421): Upholding Arbitral Finality and Defining the Limits of Judicial Review

PART I: THE ANATOMY OF A MULTI-DECADE DISPUTE: FROM ARBITRATION TO APPELLATE TURMOIL

The legal conflict between the Bases Conversion and Development Authority (BCDA) and the CJH Development Corporation (CJH DevCo) represents one of the most significant and complex commercial disputes in recent Philippine jurisprudence. Its resolution by the Supreme Court in 2024 did not merely settle a contractual disagreement; it provided a definitive pronouncement on the sanctity of arbitral awards, the limited scope of judicial review, and the intricate process of enforcing monetary claims against the state. To fully appreciate the Supreme Court's landmark decision, it is imperative to trace the dispute's convoluted journey through multiple adjudicative forums, each contributing a layer of complexity to the final resolution.

The following table provides a chronological overview of the key adjudicative milestones that defined this protracted legal saga.

Table 1: Chronological Adjudicative History of the BCDA-CJH DevCo Dispute

Forum/Body	Case/Docket No.	Date of Ruling	Key Ruling/Outcome
Philippine Dispute Resolution Center, Inc. (PDRCI)	PDRCI Case No. 60-2012	February 11, 2015	Found mutual breach; ordered mutual rescission of the lease agreement and mutual restitution of the property and paid rentals. ¹
Regional Trial Court	Civil Case No. 7561-R	March 27, 2015	Confirmed the PDRCI

(RTC), Br. 6, Baguio City			Final Award <i>in toto</i> , finding no grounds to vacate or modify it. ¹
Court of Appeals (CA)	CA-G.R. SP Nos. 140422 & 140490	July 30, 2015	Nullified the RTC's Writ of Execution; modified the Final Award by making CJH DevCo's vacation of the property contingent on BCDA's prior payment and excluding sub-lessees from the order to vacate. ¹
Commission on Audit (COA)	COA CP Case No. 2015-610	December 19, 2017 & August 20, 2018	Dismissed CJH DevCo's money claim "without prejudice," pending the final determination of the parties' rights by the Supreme Court. ¹
Supreme Court (SC)	G.R. Nos. 219421 & 241772	April 3, 2024	Granted BCDA's petition, reversing the CA decision and reinstating the RTC's order confirming the arbitral award. Dismissed CJH DevCo's petition against the COA. ⁶
Supreme Court (SC)	G.R. Nos. 219421 & 241772	October 22, 2024	Denied all motions for reconsideration with finality and issued an Entry of Judgment, rendering the April 3, 2024 decision final and executory. ³

Section 1.1: The Contractual Foundation and Its Fracture

The origins of the dispute are rooted in the national policy of converting former United States military bases into productive civilian assets. The Bases Conversion and Development Authority (BCDA) was created under Republic Act No. 7227 with the specific mandate to oversee this transformation.¹ Among the properties under its administration was the 625-hectare Camp John Hay in Baguio City, which was designated as the John Hay Special Economic Zone (JHSEZ).¹

In 1996, BCDA conducted a public bidding for the lease and development of a 247-hectare portion of the JHSEZ. The project was awarded to a consortium that included CJH Development Corporation (CJH DevCo).¹ On October 19, 1996, the parties formalized their relationship through a Lease Agreement.¹ The contract's architecture was complex and contained provisions that, in retrospect, held the seeds of future conflict. Key terms included:

- BCDA retained ownership of the 247-hectare leased property.⁹
- CJH DevCo would own the improvements it constructed during the lease term but was obligated to transfer ownership of these improvements to BCDA upon the lease's expiration.⁹
- Crucially, BCDA authorized CJH DevCo to sublease the property to third parties.²

This last provision proved to be the most consequential. It empowered CJH DevCo to develop and market real estate, including log homes, hotel units, and golf club shares, to the public, creating a web of third-party interests and investments.¹ These sub-lessees and investors entered into contracts with CJH DevCo, some purportedly granting them rights to occupy their units until 2046, based on the assumption of the main lease's stability.⁴ However, this structure created a significant vulnerability. The legal existence of these third-party rights was entirely dependent on the primary lease between BCDA and CJH DevCo. Any event that terminated the main contract, such as rescission, posed a direct and existential threat to the derivative rights of all sub-lessees and investors.

Over time, disputes arose between BCDA and CJH DevCo regarding their respective obligations under the 1996 lease and several subsequent agreements, including a Restructured Memorandum of Agreement (RMOA) in 2008.¹ CJH DevCo alleged that BCDA had been in breach of its obligations from the outset, prompting it to suspend rental payments.¹³ This fundamental breakdown in the commercial relationship set the stage for formal dispute resolution.

Section 1.2: The Arbitral Adjudication (PDRCI Case No. 60-2012)

Pursuant to the arbitration clause in their agreements, CJH DevCo initiated arbitration proceedings against BCDA with the Philippine Dispute Resolution Center, Inc. (PDRCI).² The case, docketed as PDRCI Case No. 60-2012, was heard by a distinguished tribunal composed of Atty. Mario E. Valderrama as Chairman, and Attys. Teodoro Kalaw IV and Rogelio C. Nicandro as co-arbitrators.²

On February 11, 2015, the arbitral tribunal rendered its Final Award, a meticulously crafted decision that sought a complete unwinding of the parties' relationship.² The tribunal's core finding was that *both* BCDA and CJH DevCo were guilty of breaches of their respective obligations.¹ This finding of mutual breach was the legal cornerstone of the entire award. Based on this finding, the tribunal determined that the appropriate remedy was not damages, but a mutual rescission of all agreements and a corresponding mutual restitution, consistent with Article 1191 of the New Civil Code. The objective was to revert the parties, as far as practicable, to their positions before the 1996 lease was executed.¹

The dispositive portion (*fallo*) of the Final Award was explicit and structured as a balanced set of reciprocal obligations¹:

1. The 1996 Lease Agreement and all subsequent memoranda were rescinded due to mutual breach.
2. CJH DevCo was ordered to **VACATE** the leased premises and promptly deliver the property, including all new constructions and permanent improvements, to BCDA.
3. BCDA was ordered to **RETURN** to CJH DevCo the total amount of rentals paid, amounting to PHP 1,421,096,052.00.
4. All other claims, including CJH DevCo's claim for back rent and both parties' claims for damages and attorney's fees, were explicitly **DENIED**, a logical consequence of the finding of mutual fault.

The award was a carefully calibrated "all-or-nothing" resolution. By ordering mutual rescission and restitution, the tribunal intended a complete and simultaneous severance of the contractual relationship. It deliberately avoided declaring a single "winner" or "loser." This structure left no room for partial performance, exceptions, or the imposition of conditions, a critical nuance that would be challenged in subsequent judicial proceedings.

Section 1.3: The Judicial Confirmation (RTC Civil Case No. 7561-R)

Following the issuance of the Final Award, both BCDA and CJH DevCo filed petitions with the Regional Trial Court (RTC) of Baguio City to have the award confirmed, signaling an initial, mutual acceptance of the tribunal's decision.¹

On March 27, 2015, the RTC, in Civil Case No. 7561-R, issued an Order confirming the Final Award *in toto*.³ The RTC's action exemplified the principle of judicial restraint that underpins Philippine arbitration law. Acting Presiding Judge Cecilia Corazon S. Dulay-Archog correctly reasoned that a court's power over an arbitral award is severely circumscribed. Under the Special Rules of Court on Alternative Dispute Resolution (ADR), a court can only confirm, vacate, or modify an award on a very narrow and specific set of grounds, such as corruption, fraud, or an arbitrator exceeding their powers.⁵ The RTC found that none of these grounds were present and explicitly stated that it was not authorized to revise or interpret the merits of the award.¹

The RTC's order became final and executory, and the court proceeded to the enforcement stage. It issued a Writ of Execution on April 14, 2015, and the Sheriff, in turn, served a Notice to Vacate on April 20, 2015.³ Critically, the notice was directed not only at CJH DevCo but also at "all persons claiming under them".¹ This inclusion of the sub-lessees, who had invested in the properties developed by CJH DevCo, became the flashpoint that propelled the dispute into the appellate courts.

Section 1.4: The Appellate Deviation (CA-G.R. SP Nos. 140422 & 140490)

In response to the Notice to Vacate, CJH DevCo and a group of sub-lessees filed separate petitions for certiorari with the Court of Appeals (CA), which were later consolidated.¹ They argued that the RTC had committed grave abuse of discretion by enforcing the award against the sub-lessees, who were not parties to the arbitration and whose rights, they claimed, were violated without due process.⁴

The CA's decision on July 30, 2015, marked a dramatic and controversial departure from the RTC's ruling and the principles of arbitral finality. The CA nullified the RTC's

Writ of Execution and Notice to Vacate, and in doing so, effectively rewrote the core terms of the Final Award.⁸ The CA's ruling introduced three fundamental modifications:

1. **Conditionality:** It declared that CJH DevCo's obligation to vacate the property was **contingent** upon BCDA's prior full payment of the PHP 1.42 billion refund. This transformed the award's simultaneous obligations into a sequential one, with BCDA having to perform first.⁸
2. **Exclusion of Sub-Lessees:** It enjoined the RTC from enforcing the Notice to Vacate against the sub-lessees, ordering that their contractual rights be respected and determined in separate compulsory arbitration or court litigation.⁴
3. **Imposition of New Obligations:** It imposed new duties on BCDA that were absent from the Final Award, such as assisting CJH DevCo in processing its claim with the Commission on Audit (COA).¹

The CA's intervention appears to have been driven by a consideration of perceived equities—primarily, the protection of the non-party sub-lessees and ensuring CJH DevCo received its refund. However, in doing so, the appellate court stepped beyond the limited grounds for judicial review. It substituted its own judgment for that of the arbitral tribunal, fundamentally altering the nature of the award from one of mutual, simultaneous restitution to a conditional, sequential judgment with carve-outs. This act of judicial activism created a direct conflict between the pro-arbitration policy of Philippine law and a court's perceived power to modify a final award based on its own interpretation of fairness, setting the stage for the Supreme Court's ultimate intervention.

Section 1.5: The Parallel Administrative Hurdle (COA CP Case No. 2015-610)

While the judicial battle raged, a parallel proceeding unfolded on the administrative front. To collect the PHP 1.42 billion monetary award from BCDA, a government-owned and controlled corporation, CJH DevCo filed a petition for enforcement directly with the Commission on Audit (COA).⁴

This track highlighted a critical feature of enforcing money judgments against the Philippine government. A final and executory court or arbitral award is a necessary, but not sufficient, condition for payment. Under the Constitution, all money claims against the government must pass through the COA's audit and approval process to

ensure the legality and propriety of the disbursement of public funds.⁹

The COA, in decisions dated December 19, 2017, and August 20, 2018, dismissed CJH DevCo's petition "without prejudice to its refiling upon the final determination by the Supreme Court of the rights and obligations of the contracting parties".¹ The COA reasoned that it would be premature and improper to release over a billion pesos in public funds while the very validity and terms of the award that served as the basis for the claim were being actively litigated in the courts.⁹ This decision was an act of institutional prudence, not defiance.

Believing the COA had a ministerial duty to enforce a final award, CJH DevCo challenged the dismissal by filing another petition for certiorari with the Supreme Court, docketed as G.R. No. 241772. This petition argued that the COA had committed grave abuse of discretion by refusing to process the payment.¹

PART II: THE SUPREME COURT'S DEFINITIVE RULING IN G.R. NOS. 219421 & 241772

The various conflicting rulings from the lower courts and the administrative challenge at the COA culminated in two consolidated petitions before the Supreme Court. The Court's decision, penned by Associate Justice Japar B. Dimaampao and promulgated on April 3, 2024, served as the final arbiter, resolving the tangled legal questions and providing a powerful lesson on the role of the judiciary in the arbitral process.

The table below starkly illustrates the divergence in rulings that the Supreme Court was tasked to resolve, contrasting the original award with the subsequent interpretations by the RTC and the CA.

Table 2: Comparative Analysis of Rulings Across Adjudicative Bodies

Key Issue	Arbitral Tribunal (PDRCI)	Regional Trial Court (RTC)	Court of Appeals (CA)	Supreme Court (SC)
CJH DevCo's Obligation to Vacate	Absolute and unconditional order to vacate	Affirmed <i>in toto</i> ; issued Writ of Execution and	Made contingent upon BCDA's prior full	Reinstated RTC order; obligation is absolute and

	and deliver all improvements. ¹	Notice to Vacate. ¹	payment of the refund. ⁸	not contingent. ⁹
Nature of Obligations	Simultaneous and mutual restitution, implied by the structure of the award. ¹	Affirmed the award as written, implying simultaneous performance. ¹	Transformed into sequential obligations (BCDA pays first, then CJH DevCo vacates). ¹²	Confirmed obligations are reciprocal and must be performed simultaneously. ⁸
Status of Sub-Lessees	Not explicitly mentioned, but the order to vacate the "leased premises" was all-encompassing. ¹	Included in the Notice to Vacate as "persons claiming under" CJH DevCo. ⁹	Excluded from the order to vacate; their rights were to be determined separately. ¹⁰	Bound by the fate of the main lease; their derivative rights were extinguished and they must vacate. ¹³
BCDA's Obligation to Refund	Absolute order to return PHP 1.42 billion in paid rentals. ¹	Affirmed <i>in toto</i> ; directed BCDA to pay in the Writ of Execution. ¹	Affirmed, but made it a precondition for CJH DevCo's vacating of the property. ⁸	Reinstated RTC order; obligation is absolute and reciprocal to CJH DevCo's obligation to vacate. ⁹

Section 2.1: The Consolidated Petitions and the Core Legal Issues

The Supreme Court consolidated BCDA's petition challenging the CA's decision (G.R. No. 219421) with CJH DevCo's petition against the COA's dismissal of its money claim (G.R. No. 241772). The cases, while originating from different forums, were inextricably linked as they both revolved around the enforceability and interpretation of the same 2015 Final Award.²

The central legal questions before the High Court were clear and fundamental:

1. **In G.R. No. 219421:** Did the Court of Appeals exceed its jurisdiction and commit reversible error when it modified a final and executory arbitral award by making the obligation to vacate conditional, excluding the sub-lessees, and imposing new

obligations on BCDA? ⁴

2. **In G.R. No. 241772:** Did the Commission on Audit commit grave abuse of discretion when it held the processing of CJH DevCo's money claim in abeyance pending the final judicial resolution of the dispute? ⁴

Section 2.2: *Ratio Decidendi* I: Reinstating Arbitral Supremacy (Analysis of G.R. No. 219421)

The Supreme Court's ruling in BCDA's petition was a forceful and unequivocal defense of arbitral finality and the principle of judicial restraint. The Court began by reaffirming the bedrock doctrine that governs the relationship between courts and arbitration. It emphasized that under Philippine law, particularly R.A. 9285 (the Alternative Dispute Resolution Act) and the Special ADR Rules, arbitration is designed to be an end, not the beginning, of litigation.⁹ The Court declared that "courts are precluded from disturbing an arbitral tribunal's factual findings and interpretations of law" and that judicial review must be "confined strictly to the limited exceptions under arbitration laws".⁵

Applying this principle, the Supreme Court found that the CA had committed a grave error. The CA's decision to modify the Final Award was characterized as an "unjustified judicial intrusion in excess of its jurisdiction – a judicial overreach".⁵ The SC held that the CA had no legal basis to alter the award, as it did not find any of the specific grounds for vacating, modifying, or correcting an award, such as fraud or evident miscalculation. Instead, the CA improperly made its own findings of fact and provided its own legal interpretation of the parties' obligations, effectively substituting its judgment for that of the arbitral tribunal.⁹

The Court then systematically dismantled the CA's modifications:

- **On Reciprocal Obligations:** The SC stressed that nowhere in the Final Award did the arbitral tribunal make CJH DevCo's obligation to vacate contingent upon BCDA's prior payment.⁹ The award ordered mutual restitution, and under the law on reciprocal obligations (Article 1191 of the Civil Code), performance is intended to be simultaneous. One party cannot be compelled to perform if the other is not ready to do so, but neither can one party demand performance without being ready to comply with its own obligation. The CA's imposition of a sequential order was a material alteration of the award's core logic.⁸

- **On the Fate of the Sub-Lessees:** The Supreme Court delivered a definitive ruling on the status of the third-party investors. It held that the sub-lessees' rights were merely derivative of the main lease agreement between BCDA and CJH DevCo. Their legal right to occupy the property flowed from CJH DevCo's right as the primary lessee. When the arbitral tribunal rescinded the main lease, the legal foundation of the sub-lessees' rights was extinguished. This is a direct application of the legal principle *resoluto jure concedentis, resolvitur jus concessum*—when the right of the grantor is resolved, the right of the grantee is also resolved. Therefore, the sub-lessees were bound by the consequences of the arbitration, including the order to vacate, even though they were not formal parties to the proceeding. The RTC was correct to include them in the Notice to Vacate as "persons claiming under" the primary lessee.¹³

Section 2.3: *Ratio Decidendi* II: Affirming the COA's Prerogative (Analysis of G.R. No. 241772)

In addressing CJH DevCo's petition against the COA, the Supreme Court found no grave abuse of discretion on the part of the audit body.⁶ The Court affirmed that the COA's decision to dismiss the money claim "without prejudice" was a prudent and proper exercise of its constitutional mandate.⁵

The SC's reasoning underscored the COA's unique role as the guardian of the public treasury. Its authority over final money judgments is not merely ministerial; it is a constitutional power to ensure that any disbursement of public funds is legal, proper, and in accordance with auditing laws.⁹ Given that BCDA had a pending petition before the Supreme Court (G.R. No. 219421) questioning the CA's modification of the award, the very terms and finality of the monetary obligation were still in dispute. For the COA to release PHP 1.42 billion under such circumstances would have been fiscally irresponsible. The Court thus held that the COA acted correctly in awaiting the final judicial determination of the parties' rights and obligations before acting on the claim.

Section 2.4: The Final Dispositive Portion (Fallo) and Its Unmistakable Mandate

The dispositive portion of the Supreme Court's April 3, 2024 decision was clear,

concise, and conclusive. It effectively erased the CA's intervention and restored the original, judicially confirmed arbitral award ³:

- The Petition for Review on Certiorari filed by BCDA in G.R. No. 219421 was **GRANTED**.
- The Decision of the Court of Appeals in CA-G.R. SP Nos. 140422 and 140490 was **REVERSED AND SET ASIDE**.
- The March 27, 2015 Order of the RTC of Baguio City, which confirmed the Final Award, was **REINSTATED**.
- The April 14, 2015 Writ of Execution and the subsequent Notice to Vacate issued by the RTC were likewise **REINSTATED**.
- The Petition for Certiorari filed by CJH DevCo in G.R. No. 241772 was **DISMISSED**.

This ruling was cemented on October 22, 2024, when the Supreme Court En Banc issued a resolution denying all motions for reconsideration "WITH FINALITY," stating that no substantial arguments were presented to warrant a reversal and that no further pleadings would be entertained.³ On the same day, the Clerk of Court issued an Entry of Judgment, certifying that the April 3, 2024 decision had become final and executory, thus marking the absolute legal conclusion of this long and contentious dispute.³

PART III: DOCTRINAL SIGNIFICANCE AND PRACTICAL IMPLICATIONS

The Supreme Court's decision in *BCDA v. CJH Development* transcends the specific facts of the case. It stands as a landmark ruling with profound implications for arbitration, government contracting, and real estate investment in the Philippines. The judgment provides critical guidance and reinforces foundational legal principles that will shape commercial and legal practice for years to come.

Section 3.1: A Bulwark for Arbitration in the Philippines

This decision is, first and foremost, a powerful victory for the integrity and autonomy of arbitration in the Philippines. By severely rebuking the Court of Appeals for its

"judicial overreach," the Supreme Court sent an unequivocal message to the judiciary: the finality of arbitral awards must be respected, and courts must resist the temptation to review the merits of a case or substitute their own sense of equity for the judgment of the arbitral tribunal.

The ruling strengthens the country's pro-arbitration legal framework, which is designed to provide parties with an efficient, expert-led, and final alternative to protracted court litigation. By strictly enforcing the limited grounds for judicial intervention, the Court has enhanced legal certainty and predictability. This, in turn, bolsters the Philippines' reputation as a reliable and attractive seat for international and domestic arbitration. For commercial parties, the decision provides greater confidence that including an arbitration clause in their contracts will lead to a definitive resolution, enforced by courts with minimal interference.⁵

Section 3.2: Navigating Monetary Claims Against the State

The Court's handling of the COA petition provides an invaluable clarification on the process of enforcing monetary claims against the government. It institutionalizes what practitioners have long known: securing a favorable judgment is only the first of a two-step process. The second, non-negotiable step is navigating the constitutional audit process of the Commission on Audit.

The ruling affirms that the COA's role is not merely to rubber-stamp a final judgment. It has a constitutional prerogative to exercise prudence and ensure that the disbursement of public funds is fully compliant with all laws and regulations.⁹ The decision teaches private entities that a "final and executory" award does not trigger an automatic payment from the national treasury. Litigants must factor the COA process into their legal strategy from the outset, understanding that even a clear legal victory may be subject to administrative delays, especially if any aspect of the underlying judgment remains under judicial cloud.

Section 3.3: A Cautionary Tale for Derivative Right Holders

Perhaps the most significant real-world impact of the decision is the stark lesson it

offers to investors, sub-lessees, and other holders of derivative property rights. The case serves as a high-profile and definitive illustration of the legal principle *resoluto jure concedentis, resolvitur jus concessum*: the right of the grantee is extinguished when the right of the grantor is extinguished.

The sub-lessees and investors in Camp John Hay, who had invested substantial sums based on contracts with CJH DevCo, learned a difficult lesson: their rights were legally incapable of outliving the primary lease from which they were derived.¹³ When the main lease was rescinded, the legal platform on which their own rights stood collapsed.

This has profound implications for due diligence in real estate and other long-term investment projects. It underscores the absolute necessity for investors to look beyond their direct contract with a developer. A thorough due diligence process must include a critical examination of the master agreement, especially the stability and terms of the developer's underlying rights with the ultimate landowner. The case highlights the inherent risks of investing in projects built on complex, layered leasehold structures, particularly when the ultimate owner is a government entity with unique sovereign prerogatives.

Section 3.4: The End of an Era and the Path Forward for Camp John Hay

With the Supreme Court's October 2024 Entry of Judgment, the decades-long legal war over the 247-hectare property has reached its definitive conclusion.³ The ruling allows BCDA to recover the property and all its improvements, paving the way for a new chapter in the management and development of Camp John Hay. In the aftermath, BCDA has publicly committed to ensuring a smooth transition, allowing businesses to continue operating, and has established a helpdesk to assist affected parties.³

However, while the legal questions are settled, the practical and human consequences remain. Individuals and businesses caught in the crossfire, such as the members of the Camp John Hay Golf Club and the owners of residential units, now face the reality of dealing with a new administrator and navigating a new set of rules.¹⁵ Their legal challenges to the eviction have been overcome, but their practical adjustment is just beginning. This final, nuanced layer of the dispute serves as a reminder that landmark legal decisions, while providing clarity and doctrinal guidance, often leave a complex

human and commercial landscape in their wake.

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