

A.A. ACCORD CHEMICAL,  
CORPORATION,  
Respondent-Appellant

Appeal No. 10-09-05

IPV No. 10-2003-00009  
For: Unfair Competition

-versus-

ACCORD INTERNATIONAL, INC.,  
Complainant-Appellee.

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## DECISION

A. A. ACCORD CHEMICALS, CORPORATION, ("Appellant") appeals the decision of the Director of the Bureau of Legal Affairs finding the Appellant liable for unfair competition and ordering it to pay ACCORD INTERNATIONAL, INC. ("Appellee") temperate and exemplary damages.

Records show that the Appellee filed on 19 May 2003 a "COMPLAINT" alleging the following:

1. It was issued a Certificate of Registration by the Securities and Exchange Commission ("SEC") on 20 April 1982 under SEC Registration No. 0104391;
2. It first registered its trade name with die Bureau of Domestic Trade ("BDT") of the Department of Trade and Industry on 28 April 1982 and renews the registration every five (5) years;
3. It has been a member of the Philippine Association of Chemical Suppliers, Inc. ("PACSI"), an umbrella organization of local suppliers and distributors of various chemical products, since 1989;
4. From the trine of its registration with the SEC and the BDT and up to die present time, it has consistently used and conducted business under the trade name "Accord International, Inc.";
5. By reason of the long and continuous use of its trade name, it has identified in the mind of the public the goods it manufactures or deals in and its business and services from those of others; it has acquired a property right in the goodwill of die said goods, business or services which should be protected in the same manner as other property rights;
6. In December 2001, during a party among officers and representatives of the different member-corporations of PACSI, the name "Accord" was called as a winner in one of the raffle contests held by the organizers; the representatives of the Appellant and the Appellee acknowledged the name "Accord" and it was at this time that the Appellee realized that another entity, namely the Appellant, which is engaged 111 the same line of business has adopted the word "Accord" as a trade name;
7. The Appellant's use of "Accord" is shown 111 the Appellant's company stationery and the name card of Mr. Robert T. Ang ("Mr. Ang"); it is also shown in the advertisements in the Philippine Long Distance Telephone Co. yellow pages, the list of members of PACSI, and the various assessments addressed to the Appellant by PACSI;
8. Before the Appellant's affiliation wide PACSI, an entity with the trade name "Philippine Industrial Laboratories Co." which is also engaged 11-1 the business of tae supply and

distribution of chemical products, has been affiliated with PACSI since 1983; Mr. Ang, an incumbent officer and stockholder of the Appellant heads this company which ceased to be affiliated with PACSI beginning 1999; the Appellant and die Philippine Industrial Laboratories Co. have the same set of officers;

9. The Philippine Industrial Laboratories Co. and its head officer, Mr. Ang is deemed to have knowledge of the existence of the Appellee; he knew that the Appellee is similarly engaged in the business of the supply and distribution of chemical products; the PACSI regularly issues circulars and other literatures to its members;
10. However, despite knowledge of the existence of the Appellee and the similarity in the businesses of the two entities, Mr. Ang still caused the change in the trade name of Philippine Industrial Laboratories Co.;
11. It initially attempted to settle the matter with the Appellant through intermediaries in PACSI; Mr. Ang promised to effect the change in its trade name within six (6) months; however, the most that Mr. Ang did was to add the letters "A.A." before the old trade name in order to change it from "Accord Chemicals Corp." to "A.A. Accord Chemicals Corp.", a revision which did not have any particular significance in distinguishing the two entities from each other;
12. It sent a letter to the Appellant demanding die latter to effect change in its trade name within thirty (30) days from receipt of the letter as it had originally promised, but the Appellant still failed to effect the change; it sent another letter demanding the Appellant to effect the change in its trade name within ten (10) days from receipt of the letter, but the Appellant unjustifiably refused to effect the change in its trade name contrary to its earlier commitment;
13. The Appellant's act of adopting "Accord" as part of its trade name, despite its knowledge of the existence of another corporation which has a similar name and which is engaged in the same business constitutes unfair competition;
14. It has been using its trade name in the conduct of its business from the time it was registered with the SEC on 20 April 1982; it has acquired a property right in the goodwill of the goods, business and services identified under the said trade name, to die exclusion of others; Sec. 165 of the Intellectual Property Code ("IP Code") provides that a name or designation may not be used as a trade name if by its nature or the use to which such name or designation maybe put, it is contrary to public order or morals and if, in particular, it is liable to deceive trade circles or the public as to the nature of the enterprise identified by that name;
15. Under Sec. 18 of the Corporation Code of the Philippines, no corporate name may be allowed by the SEC if the proposed name is identical or deceptively or confusingly similar to that of any existing corporation or to any other name already protected by law or is patently deceptive, confusing or contrary to existing laws;
16. The similarity between the trade name of the Appellant and die Appellee and their line of business has created confusion not only in the minds of the Appellee's customers, but also among the other members of PACSI and the public in general;
17. Its employees would sometimes receive telephone calls addressed to the Appellant; purchase orders addressed to the Appellant are also delivered to the offices of the Appellee; the corporate names of the parties are also seen on the telephone directory, of yellow pages and die roster of members of PACSI, thus sowing confusion in their respective identities; it is prevented from identifying itself in the local market under a distinctive trade name as a supplier and distributor of chemical products;

18. Its right to distinguish itself under its trade name from other entities that have unlawfully adopted a similar name was upheld by the Department of Trade and Industry ("DTI")<sup>1</sup>, Bureau of Food and Drugs ("BFAD")<sup>2</sup>, and die Court of Appeals<sup>3</sup>;
19. The Appellant should be ordered to immediately cease and desist from using the trade mine "A.A. Accord Chemicals Corporation" ill the conduct of its business affairs;
20. The Appellant is engaged in the same line of business as the Appellee and the Appellant's use of "Accord" is likely to influence the purchasers to believe that the Appellant's goods and services are those of the Appellee; the Appellant's trade name is affixed in its various signages, literature and paraphernalia which it uses in the conduct of its business; consequently, all paraphernalia and literature of the Appellant which carry the trade name "A.A. Accord Chemicals Corporation" should be forfeited;
21. The Appellant is guilty of unfair competition as provided and penalized under Sections 168.1, 168.2, 168.3 (b), and 170 of the IP Code; the Appellant should be imposed an administrative fine in an amount deemed to be reasonable by the Director; and
22. It has suffered damages in the form of lost business opportunities and diminution in the value of the goodwill of its goods, services and business by reason of the acts of the Appellant; the Appellant's unjustified use of the word "Accord" in its trade name in the the conduct of its business was done in blatant violation of the pertinent intellectual property and corporate laws which act should be corrected by way of example for the public good; the Appellant should be ordered to pay Two Hundred Thousand Pesos (P200,000.00) to the Appellee representing temperate and exemplary damages.

The Appellee submitted the following evidence to support its position:

1. Secretary's Certificate, executed on 08 May 2003,<sup>4</sup>
2. Appellee's Certificate of Incorporation and Articles of Incorporation;<sup>5</sup>
3. Certificate of Registration of Business Name;<sup>6</sup>
4. Certificate of Filing of the Appellant's Amended Articles of Incorporation;<sup>7</sup>
5. Second page of Exhibit "F" showing the name of Robert T. Ang Ngo Ching;<sup>8</sup>
6. Advertisements ill the PLDT yellow pages;<sup>9</sup>
7. List of members of PACSI;<sup>10</sup>
8. Amended Articles of Partnership of Philippine Industrial Laboratories Co.;<sup>11</sup>
9. The third page of Exhibit "I" showing the name of "Ang Ngo Ching Roberto" as one of the partners of Philippine Industrial Laboratories Co.;<sup>12</sup>
10. Company stationery of the Appellant;<sup>13</sup>
11. Name card of Mr. Robert T. Ang;<sup>14</sup>
12. Various assessments addressed to the Appellant by PACSI;<sup>15</sup>
13. Letter from Jupiter Systems, Inc., dated 10 April 2003;<sup>16</sup>
14. Purchase orders ;<sup>17</sup>
15. Appellee's demand letters to the Appellant;<sup>18</sup>
16. Decision (Department of Trade and Industry), dated 06 July 1989;<sup>19</sup>
17. Decision (Court of Appeals), promulgated on 05 April "1990;<sup>20</sup>
18. Resolution (Bureau of Food and Drugs), dated 19 November 1993;<sup>21</sup>
19. Affidavit of Norberto L. Mateo, executed on 02 September 2003;<sup>22</sup>
20. Statement of accounts issued by PACSI to its members;<sup>23</sup>
21. List of PACSI Christmas Party — Guests;<sup>24</sup>
22. Directory for PACSI Members;<sup>25</sup>
23. Plastic container and sticker for Appellee's goods;<sup>26</sup>
24. Supplemental Affidavit of Norberto L. Mateo, executed on 12 September 2003;<sup>27</sup>
25. Affidavit of Ma. Estela. De Leon, executed on 07 October 2003;<sup>28</sup> and
26. Affidavit of Maximo P. Balajadia, executed on 10 October 2003.<sup>29</sup>

The Appellant filed its "ANSWER" on 02 June 2003) alleging the following:

1. On 07 May 1998, the "ACCORD CHEMICALS CORPORATION" was registered with the SEC; the incorporators are Mr. Ang and his five (5) children; the corporation is engaged in the business of trading of industrial chemicals; it built its own goodwill and stable client base and is known for being a reliable supplier of lead brands of industrial chemicals;
2. In December 2001; Mr. Ang became aware of the Appellee and he and Mr. Norberto Mateo, president of the Appellee, subsequently met to discuss the use of the term "ACCORD";
3. On 17 July 2002, the corporate name of ACCORD CHEMICALS CORPORATION was amended to become the Appellant;
4. The Appellant was duly registered with the SEC and its use of its corporate name is by virtue of die lawful registration thereof,
5. It is not using the name of the Appellee in the conduct of its business and is not representing itself to be other than the corporation that it is; it did not copy or attempt to copy, the Appellee's corporate name;
6. The Appellee's registration of its corporate name did not vest it with the exclusive right to use the word "ACCORD"; the Appellee's corporate name is not merely die word "ACCORD" standing alone, but the combination of the words "ACCORD INTERNATIONAL INC."; there are very many corporations listed with the SEC which use the word "ACCORD" and is combined with other words in their corporate names;
7. The existence of several corporations registered by de SEC which use the word "ACCORD" in their corporate names show that the SEC registration does not vest a corporation with the exclusive right to use any of the words forming its corporate name when used by others apart from the entire name of the corporation; die Appellee is not the trademark owner of "ACCORD";
8. The Appellee cannot compel the Appellant to cease using its validly registered corporate name by the mere fact that "ACCORD" forms a part of it; the Appellee has no pending application for trademark rights over ACCORD while the Appellant filed its trademark application for "A.A. ACCORD CHEMICALS CORPORATION" for goods under Class 1 of the Nice Classification;
9. There is no unfair competition and the Appellee has no cause of action against the Appellant; the essential elements of unfair competition are: (1) bad faith and/or deception and (2) passing off one's goods as those of another-, neither of these elements are present in this case;
10. There is no bad faith in the Appellant's use of its lawfully registered corporate name; there was no irregularity whatsoever when the Appellant went through the registration process with the SEC to obtain a right to conduct business under its corporate name;
11. It does not attempt to deceive other persons when it uses its lawfully registered corporate name; it is not using nor mutating the Appellee's corporate name;
12. It is not passing off its goods as those of the Appellee's and its corporate name does not even appear on the goods which it trades; it purchases various branded industrial chemical products from its suppliers and sells these goods to its clients bearing their respective brands; it does not stamp or mark its products as sourced from A.A. ACCORD CHEMICALS CORPORATION; nowhere 111 the goods does the word "ACCORD" appears;

13. It is in the business of trading 'industrial chemicals and does not carry the same product line as that of the Appellee; the absence of the essential elements of unfair competition warrant the dismissal of the complaint;
14. The customers of both the Appellant and the Appellee do not purchase their goods off grocery shelves; their clientele are the above average consumers knowledgeable in specific fields which require the use of industrial chemicals, electroplating supplies, veterinary medicines and other similar goods;
15. There can be no confusion among customers as to the identities of the Appellant and the Appellee as the goods which they trade in are different; its clients suffer from no incident of confusion of its identity with any other corporation and the purchasers of industrial chemicals and electroplating supplies are familiar with the items which they purchase and they know the specific corporation which deals in these goods;
16. It went through the process of registering its corporate name with the SEC in order to validly and lawfully use it in its conduct of trade; the use of its corporate name is not contrary to public order or morals;
17. It is not deceiving any third party, trade circle, or the public in general and it is not pretending to be an entity other than itself; it is engaged In the line of business which has long been the line of business of the "Ang" family and is not representing itself to be the Appellee at all;
18. The, SEC allowed it to use the corporate name "A.A. Accord Chemicals Corporation" and this Office has no jurisdiction to question or reverse the allowance of the registration of its corporate name;
19. There is no unfair competition and there is no cause for an), order to forfeit the literature and paraphernalia of the Appellant bearing its lawfully registered corporate name; there is no cause for imposition of any administrative fine and/or penalty against the Appellant;
20. The Appellee lost no business opportunity by virtue of the Appellant's existence and lawful conduct of trade; it never received purchase orders or inquiries from the public regarding goods sold by the Appellee; it does not deal in the goods which the Appellee makes available to the public;
21. The complaint must be dismissed for lack of cause of action; as a result of the unjust and unwarranted filing of the complaint, the Appellant suffered besmirched reputation and debased goodwill for which the Appellee should be made to pay the Appellant the amount of Php 500,000.00; and
22. As a result of this clearly unfounded suit, the Appellant was constrained to hire the services of the counsel for the agreed fee of Php 200,000.00 and to incur reasonable expenses of litigation for which the Appellee should be liable.

The Appellant submitted the following evidence:

1. Certificate of Incorporation of Accord Chemicals Corporation;<sup>30</sup>
2. Certificate of Filing of the Appellant's Amended Articles of Incorporation;<sup>31</sup>
3. Appellant's trademark applications;<sup>32</sup>
4. Articles of Partnership of Philippines Industrial Laboratories Co. ;<sup>33</sup>
5. Letter of Robert Ang to Norberto Mateo, dated 09 January 2003;<sup>34</sup>
6. Photograph of the front entrance of the office of the Appellant;<sup>35</sup>
7. Photographs of the Appellant's goods ;<sup>36</sup>
8. Printouts from the IPO website showing the registration/pending applications over "ACCORD";<sup>37</sup>

9. 2003-2004 Laguna/Rizal Buyer's Guide; <sup>38</sup>
10. 2003-2004 Telephone Directory; <sup>39</sup>
11. Letter dated 30 January 2004 addressed to Robert Ang by the Directory Philippines Corporation (DPC), DPC receipts and sample advertisement; <sup>40</sup>
12. Judicial Affidavit of Robert Ang, executed on 05 February 2004; <sup>41</sup> and
13. Handwritten notes of Robert Ang. <sup>42</sup>

After the appropriate proceedings, the Director dismissed the complaint for infringement but ruled that the Appellee has used the corporate name ACCORD INTERNATIONAL, INC. since 1982 and thus, the Appellant's adoption of the word "ACCORD" in its corporate name constitutes unfair competition. The Director ordered the Appellant to cease and desist from using the word "ACCORD" in its corporate name and to pay the Appellee temperate and exemplary damages.

The Appellant filed on 19 April 2006 a "MOTION FOR RECONSIDERATION" which the Director finds to be a mere rehash of the arguments contained in the pleadings and which have already been considered and passed upon by the Bureau of Legal Affairs. Dissatisfied, the Appellant filed on 07 July 2009 an "APPEAL MEMORANDUM" contending that this Office has no jurisdiction on this case and that it is the SEC which has jurisdiction over controversies involving corporate names. The Appellant maintains that assuming that this Office has jurisdiction, it is not liable for unfair competition and the payment of damages. The Appellant claims that it is in good faith when it duly registered its corporate name with the SEC and that the elements of unfair competition are not present in this case. According to the Appellant, the Appellee does not have the sole right to use the term "Accord".

On 15 July 2009, this Office issued an Order giving the Appellee thirty (30) days from receipt the Order to submit its comment to the appeal. The Appellee did not file its comment and this Office issued an Order on 17 September 2009 stating that the Appellee is considered to have waived its right to file its comment to the appeal and that the case is deemed submitted for decision.

However, on 22 September 2009, the Appellee's new counsel filed an "ENTRY OF APPEARANCE wide MOTION TO ADMIT COMMENT (Re: Appeal Memorandum dated July 6, 2009)". The Appellee alleged that while its new counsel, after reading the Appellant's Appeal Memorandum, found it necessary to address the issues raised therein, it was unaware that the former counsel did not file a comment. Invoking the interest of justice, the Appellee requests that its comment be admitted and considered in the resolution of the appeal. This Office issued an Order on 19 October 2009 denying the Appellee's motion to admit comment. The Appellee filed on 23 October 2009 a "MOTION FOR RECONSIDERATION (Re: Order dated 19 October 2009)" which was denied in an Order dated 07 December 2009.

Pursuant to Office Order No. 197, Series of 2010, Mechanics for IPO-Mediation and Settlement Period, this case was referred to mediation. The parties were ordered to appear in the IPOPHL Mediation Office on 25 February 2011 to consider the possibility of settling the dispute. <sup>43</sup> On 10 June 2011, this Office received from the IPOPHL Arbitration and Mediation Center a copy of the "MEDIATOR'S REPORT" stating the unsuccessful mediation of this case.

The issues to be resolved in this appeal are:

1. Whether this Office has jurisdiction over the Appellee's complaint; and
2. Whether the Appellant is liable for unfair competition and payment of damages.

Regarding the first issue, the Supreme Court of the Philippines in the case of *In-N-out Burger, Inc. vs. Sehwni Incorporated and/ or Benita's Frites, Inc.* <sup>44</sup> has affirmed this Office's jurisdiction over administrative complaints for violation of intellectual property rights and unfair competition. In the present case, the Appellee's complaint is for the violation of its intellectual

property rights over its trade name ACCORD INTERNATIONAL, INC.. In addition, the Appellee's complaint is also an action for unfair competition claiming the Appellant's unjustified use of die word "Accord" in the latter's corporate name. Accordingly, this Office has jurisdiction over this case.

Going now to the second issue, this Office finds the appeal meritorious. Unfair competition means die act of any person who shall employ deception or any other means contrary to good faith by which he shall pass off the goods manufactured by him or in which he deals, or his business, or services for those of one having established a goodwill, or who shall commit any acts calculated to produce said result.<sup>45</sup> In establishing acts of unfair competition, fraudulent intent is essential.<sup>46</sup>

In the case of *McDonalds Corp., et al., vs. L. C. Big Mak Burger*<sup>47</sup>, the Supreme 19 Court of the Philippines cited the essential elements of an action for unfair competition:

The essential elements of an action for unfair competition are (1) confusing similarity in the general appearance of the goods, and (2) intent to deceive the public and defraud a competitor. The confusing similarity may or may not result from similarity in the marks, but may result from other external factors in the packaging or presentation of the goods. The intent to deceive and defraud may be inferred from the similarity of the appearance of the goods as offered for sale to the public. Actual fraudulent intent need not be shown.

Thus, to hold the Appellant liable for acts of unfair competition requires proof of acts of deceiving the public and defrauding a competitor. In this case, other than a claim that the Appellant is using the word "ACCORD" on its corporate name, the Appellee failed to present any evidence to prove any fraudulent acts of the Appellant deceiving the public or defrauding the Appellee which may T constitute unfair competition.

The Appellant's use of the word "ACCORD" in its corporate name is not a fraudulent or deceptive act but is pursuant to the authority given by the SEC for the Appellant to use "ACCORD" as part of its corporate name. There is neither bad faith nor intention on the part of the Appellant to deceive the public that the Appellant is associated or connected with the Appellee. Mere similarity in the corporate names of the Appellant and the Appellee is not sufficient to hold the Appellant liable for unfair competition. The Appellant correctly argued that:

"7.4. Respondent-Appellant is in good faith when it duly registered its corporate name with the SEC prior to using the name in business. The SEC allowed the Respondent-Appellant the use of its corporate name as there is no other corporate name previously registered which is identical or confusingly similar to that name.

x x x

7.8 The element of "passing off" is likewise absent in the case at bar. Respondent-Appellant's goods do not bear the term "Accord". Respondent-Appellant's goods are sold to its clients using the packaging, brand, label, and appearance of its suppliers. Respondent-Appellant purchases various branded industrial chemicals from its suppliers and sells these chemicals to its clients beating the supplier's brands."<sup>48</sup>

The concept of unfair competition relates to the concept of passing off. In the case of *Shell Co. of the Philippines, Ltd. vs. Insular Petroleum Refining Co., Ltd., et al.*<sup>49</sup>, the Supreme Court of the Philippines held that:

"To hold a defendant guilty of unfair competition, no less than satisfactory and convincing evidence is essential, showing that the defendant has passed off or attempted to pass off his own goods as those of another and that the customer was deceived with

respect to the origin of the goods. In other words, the inherent element of unfair competition is fraud or deceit.”

In this case, there is nothing in the records that show that the Appellant is passing off its products as those of the Appellee. There is also no evidence which shows that the Appellee has acquired goodwill in the word "ACCORD" and that the Appellant is riding on this goodwill in the conduct of its business. Moreover, the Appellee did not contradict the Appellant's allegation that the Appellee has no trademark registration for "ACCORD" which would give the Appellee the exclusive right to use "ACCORD".

In addition, in resolving cases of unfair competition, several factors like the age, training, and education of the usual purchasers, the nature and cost of the article, whether the article is brought for immediate consumption and also the conditions under which it is usually purchased should be taken into consideration.<sup>50</sup> In the present case, the products of the parties are not the everyday common goods or household items bought at a minimal cost. The nature and cost of the goods of the parties require a prospective buyer to be more aware and cautious in the purchase of the product.

In this instance, a person who would buy the Appellant's products would do so not on the basis of the mistaken belief that the product is that of the Appellee but because that is the product the person intends to buy. It does not defy common sense to assert that a purchaser would be cognizant of the product he is buying.<sup>51</sup> As a general rule, an ordinary buyer does not exercise as much prudence in buying an article for which he pays a few centavos as he does in purchasing a more valuable thing. Expensive and valuable items are normally bought only after deliberate, comparative and analytical investigation.<sup>52</sup>

Furthermore, the decisions rendered by the DTI, the BEAD and the Court of Appeals which were cited by the Appellee did not deal on the aspect of unfair competition which is the issue in this case but on the issue of confusing similarity of the corporate names of the corporations using the word "Accord". Therefore, these decisions are not relevant to the appeal.

With the finding that the Appellant is not liable for unfair competition, the awarding of damages in favor of the Appellee has no more leg to stand on. On the other hand, the Appellant cannot claim moral damages, attorney's fees and costs of suit. The Appellee instituted the complaint neither to harass the Appellant nor to besmirch its reputation but pursuant to a belief that the Appellant is liable for violation of the Appellee's intellectual property rights. The Appellant did not present evidence that the Appellee was moved with malice in filing the complaint.

WHEREFORE, premises considered, the appeal is hereby GRANTED.

Let a copy of this Decision and the records of this case be furnished and returned to the Director of the Bureau of Legal Affairs for appropriate action. Further, let the library of the Documentation, Information and Technology Transfer Bureau be furnished a copy of this Decision for information, guidance, and records purposes.

SO ORDERED.

November 16, 2011, Taguig City.

RICARDO R. BLACAFLORES  
Director General



## FOOTNOTES:

- 1 DECISION, ADM CASE NO. 89-79, dated 06 July 1989
- 2 RESOLUTION, BFAD TRV CASE NO. DE-011-93, 19 November 1993.
- 3 DECISION, C.A.-G.R. SP NO. 18285-SP., 05 April 1990
- 4 Exhibit "A".
- 5 Exhibits "B" and "B-1",
- 6 Exhibits "C" and "D".
- 7 Exhibits "E" and "F".
- 8 Exhibit "F-1".
- 9 Exhibits "G", "G-1" and "G-2".
- 10 Exhibits "H" and "K".
- 11 Exhibit "I".
- 12 Exhibit "I-1".
- 13 Exhibit "J".
- 14 Exhibit "J-1".
- 15 Exhibits "L", inclusive of sub-markings.
- 16 Exhibits "M" and "M-1".
- 17 Exhibits "N", inclusive of sub-markings.
- 18 Exhibits "O" and "P".
- 19 Exhibit "Q".
- 20 Exhibit "Q-1".
- 21 Exhibit "R".
- 22 Exhibits "S" and "S-1".
- 23 Exhibits "T" and "U".
- 24 Exhibit "V".
- 25 Exhibit "W".
- 26 Exhibit "X".
- 27 Exhibits "Y" and "Y-1".
- 28 Exhibits "Z" and "Z-1".
- 29 Exhibits "AA" and "AA-1".
- 30 Exhibit "1", inclusive of sub-markings.
- 31 Exhibit "2", inclusive of sub-markings.
- 32 Exhibits "3" to "3-C".
- 33 Exhibits "4" and "5", inclusive of sub-markings.
- 34 Exhibit "6", inclusive of sub-markings
- 35 Exhibit "7".
- 36 Exhibit "8", inclusive of sub-markings.
- 37 Exhibit "9", inclusive of sub-markings.
- 38 Exhibit "10", inclusive of sub-markings.
- 39 Exhibits "11", "12" and "13", inclusive of sub-markings.
- 40 Exhibit "14", inclusive of sub-markings.
- 41 Exhibit "15", inclusive of sub-markings.
- 42 Exhibit "16", marked as Exhibit "P".
- 43 Order dated 01 February 2011.
- 44 G. R. No. 179127, 24 December 2008.
- 45 See Republic Act No. 8293, Section 168.2 and Rules and Regulations on Administrative Complaints for Violation of Laws Involving Intellectual Property Rights, Rule 1 Section 1 (t).
- 46 *Del Monte Corporation and Philippine Packing Corporation vs. Court of Appeals and Sunshine Manufacturing Industries*, G.R. No. 78325, 25 -January 1990.
- 47 G.R. No. 143993, 18 August 2004.
- 48 APPEAL MEMORANDUM, dated 06 July 2009, page 18.
- 49 G. R. No. L-19441, 30 June 1964.
- 50 *Del Monte Corp., et. al. vs. Court of Appeals, et. al.*, G.R. No. 78325, 25 January 1990.
- 51 *Acoje Mining Co., Inc. vs. Director of Patents*, 38 SCRA 480 (1971).
- 52 *Del Monte Corp. and Philippine Packing Corporation vs. Court of Appeals and Sunshine Sauce Manufacturing Industries*, G.R. No. 78325, 25 January 1990.