KATARUNGANG PAMBARANGAY
A HANDBOOK
A JOINT PROJECT OF

Department of the Interior and Local Government (DILG)
National Economic and Development Authority (NEDA)

Canadian International Development Agency

IMPLEMENTED BY

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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.

HON. JOSE D. LINA JR.
Secretary
Department of the Interior and Local Government
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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 a 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 mange 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 arbitration 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 prescribed 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.
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-natural persons like corporations are not subject to the conciliation proceedings of the Barangay Justice System.

**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.**

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.

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.

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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.
PART ONE

ACTUAL PRACTICES
THANK YOU. ACTUALLY, I CAME TO ASK SOME QUESTIONS REGARDING THE ADMINISTRATION 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?

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.

He/she can be charged of neglect of duty and be subjected to administrative sanctions.
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.
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. __________________  
2. __________________  
3. __________________  
4. __________________  
5. __________________  
6. __________________  
7. __________________  
8. __________________  
9. __________________  
10. __________________  
11. __________________  
12. __________________  
13. __________________  
14. __________________  
15. __________________  
16. __________________  
17. __________________  
18. __________________  
19. __________________  
20. __________________  
21. __________________  
22. __________________  
23. __________________  
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.
SIX STEPS TO CONSTITUTE THE LUPON

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

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.

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
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.
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 COMMITMENT AND SERVICES ARE MORE OR LESS COMPENSATED. 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?

OK, NOW PLEASE TELL ME WHAT IS THE FIRST STEP OF RESOLVING CONFLICT OR DISPUTE IN MY BARANGAY?

HAVE YOUR COFFEE, FIRST AND YOUR MANANG SOLING IS PREPARING BOILED SWEET POTATOES AND SABA FOR US...
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?

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.
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?

ALL DISPUTES, CIVIL AND CRIMINAL IN NATURE WHERE PARTIES ACTUALLY RESIDE IN THE SAME CITY OR MUNICIPALITY ARE SUBJECT 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.
 Republic of the Philippines  
Province of __________  
CITY/MUNICIPALITY OF _______________  
Barangay _______________  
OFFICE OF THE LUPOONG TAGAPAMAYAPA

Barangay Case No. _______________  
For: _______________

— against —  

______________  

Respondent/s  

C O M P L A I N T

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

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.

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 DIACLECT KNOWN TO PARTIES.
Republic of the Philippines  
Province of __________  
CITY/MUNICIPALITY OF ____________  
Barangay ________________  
OFFICE OF THE LUPONG TAGAPAMAYAPA  
Barangay Case No. ________________  
For: ____________________________  
Complainant/s  
— 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?

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.
KAP, WHAT IF, I HAVE DONE MY BEST IN MEDIATION YET THE PARTIES HAVE NOT COME TO AN AMICABLE SETTLEMENT. CAN THEY NOW ELEVATE THE CASE TO THE COURT?

NO! THE PARTIES STILL HAVE TO GO TO THE CONCILIATION PROCEEDINGS.

WHAT IS THE PROCESS OF CONCILIATION?

YOU, AS THE PUNONG BARANGAY WILL CONSTITUTE THE PANGKAT NG TAGPAGSUNDO WITHIN 15 DAYS FROM THE LAST DAY OF THE MEDIATION PROCEEDINGS.

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 Tagapakasundo 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

_____________________________  Barangay Case No. ________________
_____________________________  For: ______________________________
Complainant/s

_____________________________
— 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 CHOOSEN, 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 OFLOTS. 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

__________________________
Barangay Case No. ____________
For: __________________________

__________________________
Complainant/s
For: __________________________

— against —

__________________________
Respondent/s

S U B P O E N A

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).
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
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 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

______________________ Barangay Case No. ________________
______________________ For: ______________________________
Complainant/s
 — 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

____________________  Barangay Case No. ________________
____________________  For: ____________________________
Complainant/s __________________________________
___________________________________________
— 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

Barangay Case No. _____________
For: ____________________________

Complainant/s

— 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?

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.

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.
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
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.
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.
Republic of the Philippines  
Provinces of __________  
CITY/MUNICIPALITY OF ______________  
Barangay ______________  
OFFICE OF THE LUPONG TAGAPAMAYAPA  

Barangay Case No. ______________  
For: ____________________________  
Complainant/s  
________________________________  
________________________________  
— against —  

Barangay ______________  
Complainant/s  

WHEREFORE, Complainant/s/Respondent/s request that the corresponding writ of execution be issued by the Lupong 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.
Notice of Execution

WHEREAS, an amicable settlement was signed by the parties in the case
WHEREAS, the terms and conditions of the settlement, the dispositive portion
WHEREAS, the party obliged ________________ (name) has not complied
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?

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.

ARE THE PROPERTIES SUBJECT TO EXECUTION?

NO, THERE ARE PROPERTIES EXEMPTED FOR EXECUTION.
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.

**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.
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.
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.

IS THIS WHAT THEY CALL THE ARBITRATION AWARD?

YES, THIS ARBITRATION IS JUST LIKE AN AMICABLE SETTLEMENT PUT INTO WRITING IN A LANGUAGE OR DIALECT KNOWN TO BOTH PARTIES AND ATTESTED TO BY THE LUPON OR PANGKAT CHAIRPERSON.
Republic of the Philippines
Province of __________
CITY/MUNICIPALITY OF _____________
Barangay ____________
OFFICE OF THE LUPONG TAGAPAMAYAPA

_________________________________ Barangay Case No. _______________
_________________________________ For: ________________________________
Complainant/s

— 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.

AND SHALL MY DECISION TAKE EFFECT IMMEDIATELY?

OUR LAWS SAYS THAT THE PARTIES ARE GIVEN TEN (10) DAYS TO NULLIFY THE DECISION. AFTER 10 DAYS, YOUR DECISION BECOMES FINAL AND EXECUTORY.

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?
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.
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.
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.

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.

By the way, with the enactment of the Indigenous People’s Rights Act (IPRA) of 1998, has this procedure been amended?

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).
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.

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.
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.

WHAT IF NO CERTIFICATION FROM THE INDIGENOUS DISPUTE SETTLEMENT GROUP IS SUBMITTED TO NCIP?

THE FAILURE OF ANY PARTY TO SUBMIT THE CERTIFICATION FROM THE COUNCIL OF DATUS, ELDERS, TRIBAL LEADERS OR SIMILAR LEADERS SHALL BE A GROUND FOR THE DISMISSAL OF ACTION, WHICH SHALL BE WITHOUT PREJUDICE TO THE RE-FILING OF THE CASE.

ARE THE 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?

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


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 PROVINCIALY-CREATED TASK FORCE KALILINTAD.

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


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

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

BENEFITS, INCENTIVES AND AWARDS
CHAPTER ONE

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.

WOUĐ 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.
Incentives and Awards

Chapter One

Have you heard about the annual search for the outstanding lupong tagapamayapa?

Yes, but how do we enter the selection process?

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.
...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.

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!
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

Barangay Case No. __________
For: ______________________
Complainant/s

— against —

Respondent/s

C O M P L A I N T

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  

Barangay Case No. __________  
For: ________________________  

Complainant/s  

— 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.

__________________
Office

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
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
                __________________
_________________

KATARUNGANG PAMBARANGAY
Republic of the Philippines
Province of __________
CITY/MUNICIPALITY OF ____________
Barangay _______________
OFFICE OF THE LUPONG TAGAPAMAYAPA

Barangay Case No. __________
For: _______________________

Complainant/s

— 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

Barangay Case No. __________
Complainant/s 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

Barangay Case No. __________
For: ______________________
Complainant/s _________________________

— 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

Barangay Case No. __________
Complainant/s __________________________________________
For: __________________________________________

— against —

Respondent/s

REPU DIATION

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 _____________.

100 A HANDBOOK
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

Barangay Case No. ________
For: ______________________

Complainant/s

— 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 Tagapakasundo.

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  

Barangay Case No. __________  
For: ______________________  
Complainant/s — against —  
Respondent/s  

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

TO: ______________________  
Respondent/s  

Y ou 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 mediationconciliation 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: ______________________
____________________

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

___________________ Barangay Case No. __________
___________________ For: ______________________
Complainant/s
__________________________
— 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

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

________________________________________
Barangay Case No. __________
________________________________________
For: ______________
________________________________________
Complainant/s
________________________________________
— 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

Barangay Case No. __________
Complainant/s
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

barangay Case No. __________
For: ______________________
Complainant/s
— 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

Barangay Case No. ________
Complainant/s 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

Barangay Case No. __________  
For: ______________________  
Complainant/s ____________________________  
— 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 aforesaid 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 Lupon 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:

<table>
<thead>
<tr>
<th>Barangay Case No.</th>
<th>TITLE</th>
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<tbody>
<tr>
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<td>(Complainant, et al vs. Respondent, et al)</td>
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____________________
(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.