

THIRD DIVISION

[G.R. No. 221781. April 17, 2023]

**ABS-CBN CORPORATION, PETITIONER, VS. WILLIE B. REVILLAME,
RESPONDENT.**

[G.R. No. 225095]

**ABS-CBN CORPORATION, PETITIONER, VS. WILLIE B. REVILLAME AND ABC
DEVELOPMENT CORP., RESPONDENTS.**

[G.R. No. 236167]

**WILLIE B. REVILLAME, PETITIONER, VS. ABS-CBN CORPORATION AND ABC
DEVELOPMENT CORP., RESPONDENTS.**

D E C I S I O N

SINGH, J.:

Before the Court are three consolidated Petitions separately filed by ABS-CBN Broadcasting Corporation (**ABS-CBN**) and Willie B. Revillame (**Revillame**) against each other.

The first Petition,^[1] docketed as G.R. No. 221781, was filed by ABS-CBN, assailing the Decision,^[2] dated May 22, 2015, and the Resolution,^[3] dated December 2, 2015, of the Court of Appeals (**CA**) (Former Special 11th Division) in CA-G.R. SP 122086, which dismissed ABS-CBN's Rule 65 Petition on the ground of mootness.

The second Petition,^[4] docketed as G.R. No. 225095, was also filed by ABS-CBN, assailing the Decision,^[5] dated July 26, 2013, and the Resolution,^[6] dated June 13, 2016, of the CA (Special Former 12th Division) in CA-G.R. SP No. 122154, which dismissed ABS-CBN's Rule 65 Petition for failure to show that the Regional Trial Court (**RTC**) of Quezon City, Branch 217 committed grave abuse of discretion in issuing its Amended Order, dated August 22, 2011.

The third Petition,^[7] docketed as G.R. No. 236167, was filed by Revillame assailing the Decision,^[8] dated May 30, 2017, and the Resolution,^[9] dated November 27, 2017, of the CA (Former Special 7th Division) in CA-G.R. CV No. 100369, which ordered the reinstatement of

ABS-CBN's compulsory counterclaims in Civil Case No. Q-10-67770, partially reversing the Orders, dated September 7, 2012 and January 23, 2013, of the RTC-Quezon City, Branch 76.

The Facts

On September 11, 2008, ABS-CBN and Revillame entered into an Agreement^[10] for Revillame to host a show entitled "Wowowee" for a period of three years, starting on September 11, 2008 and ending on September 10, 2011, "or upon cancellation or earlier termination of the Program, on the basis of the grounds for pre-termination under Section 8(b) of the Standard Terms and Conditions, except as provided herein, whichever comes first."

A year and a half into the Agreement, things turned sour between the parties. In the May 4, 2010 live episode of Wowowee, Revillame pleaded with the management of ABS-CBN to fire one of its talents, Jobert Sualdito, who was a co-host in the programs "The Buzz" and "Teleradyo," for being a staunch critic of Wowowee. Revillame threatened to resign should ABS-CBN refuse to heed his demand.^[11]

When ABS-CBN did not accede, Revillame withdrew himself from hosting Wowowee from May 5, 2010 until May 24, 2010 and later asked ABS-CBN to release him as its talent. However, ABS-CBN rejected his request and, instead, suspended him for three months without pay.^[12]

In a letter, dated July 26, 2010, ABS-CBN informed Revillame that it was replacing Wowowee with a different program and offered him a one-hour weekly show as a replacement program.^[13]

On August 9, 2010, dissatisfied with the offer, Revillame expressed his decision to rescind the Agreement on the ground of breach of contract for the cancellation and early termination of Wowowee.^[14] During a press conference held on even date, Revillame announced in public his resolution to rescind his Agreement with ABS-CBN.^[15]

Through letters dated August 16, 2010, ABS-CBN informed its rival networks that Revillame's rescission of the Agreement was ineffectual and advised them to refrain from contracting with Revillame, who was still bound to comply with their Agreement.^[16]

As a result, on August 23, 2010, Revillame sued^[17] ABS-CBN, seeking: (1) to confirm the

cancellation, termination, and rescission of their Agreement; and (2) the payment of moral damages, exemplary damages, attorney's fees, other expenses, and costs of litigation. The civil action (**Rescission and Damages Case**) was docketed as Civil Case No. Q-10-67770 (For: Judicial Confirmation of Rescission of Contract with Damages) before the RTC-Quezon City, Branch 84.

On September 15, 2010, ABS-CBN filed its Answer with Compulsory Counterclaims.^[18] On November 10, 2010, ABS-CBN filed an Amended Answer, amending its prayer for liquidated damages in the amount of P707,670,587.84, plus P426,917,646.96 for each further violation or for each week of violation of the Agreement. On November 17, 2010, Revillame responded with a Reply and Answer *Ad Cautelam* (to Compulsory Counterclaims) with Counter-Counterclaim.^[19]

On October 4, 2010, when reports started to spread that Revillame will work with TV5, ABS-CBN's rival network owned by ABC Development Corporation (**ABC Corporation**), ABS-CBN filed a Verified Application/Motion for the Issuance of a Temporary Restraining Order (**TRO**) and/or Writ of Preliminary Injunction. ABS-CBN sought to restrain Revillame from performing with TV5 on "Willing Willie," a show similar to "Wowowee," on the ground that Revillame was still bound by their Agreement during the pendency of Revillame's civil action.^[20]

In a Resolution, dated October 22, 2010, the RTC-Quezon City, Branch 84 denied ABS-CBN's application for TRO for lack of merit. However, to protect ABS-CBN's interest, the RTC-Quezon City, Branch 84 still ordered Revillame to post a bond in the amount of P426,917,646.96 as security for any damage that may be incurred by ABS-CBN.^[21]

ABS-CBN assailed the October 22, 2010 Resolution of the RTC-Quezon City, Branch 84 before the CA,^[22] but it was later denied in a Decision, dated January 31, 2011.^[23]

On October 27, 2010, Revillame filed his Compliance and posted his Surety Bond, Asia Insurance Philippines (**AIPC**) Bond No. G(16)-09314/NSMKT2, with a Joint Declaration. The next day, the RTC approved Revillame's bond.^[24] However, when ABS-CBN received a copy of the Compliance on November 3, 2010, it noticed that Revillame's signatures looked falsified and were not even remotely similar to his standard signatures found in his correspondence with ABS-CBN and the pleadings filed before the RTC-Quezon City, Branch 84.^[25] On November 9, 2010, ABS-CBN also filed a Motion for Voluntary Inhibition, which was granted. Pending resolution of its motion, ABS-CBN requested the RTC-Quezon City,

Branch 84 for access to the original copy of the AIPC Bond for examination.^[26] Before acting upon the letter, the Presiding Judge of the RTC-Quezon City, Branch 84 granted ABS-CBN's motion for his inhibition. The case was later re-raffled to RTC-Quezon City, Branch 217.^[27]

Meanwhile, on November 24, 2010, ABS-CBN filed a Complaint for Copyright Infringement against Revillame, ABC Corporation, one Ray Espinosa, and Wilproductions, Inc. before the RTC-Makati, Branch 66, docketed as Civil Case No. 10-1155 (**Copyright Infringement Case**).^[28] Revillame moved to dismiss the complaint on the grounds of improper venue, forum shopping, splitting a cause of action and lack of cause of action.^[29]

On February 4, 2011, ABS-CBN filed a Motion^[30] (For Examination of AIPC Bond No. G[16]-09314/NSMKT2 dated 27 October 2010 and Joint Declaration dated 27 October 2010) (**Motion for Examination**) before the RTC-Quezon City, Branch 217, to examine the AIPC Bond and determine the authenticity of Revillame's purported signatures therein. Revillame opposed^[31] on the ground that the motion lacked a notice of hearing and attached an affidavit attesting to the authenticity of his signatures in the AIPC Bond. He added that the examination of the bond and the joint declaration had no relevance or materiality to the main case.

The RTC Orders

In an Order, dated March 25, 2011, the RTC-Quezon City, Branch 217 allowed ABS-CBN to examine Revillame's signatures in the AIPC Bond:

WHEREFORE, PREMISES CONSIDERED, the Motion (For the examination of signatures of Willie B. Revillame in AIPC (Bond No. G(16) - 9314/NSMKT2 dated October 27, 2010 (*sic*) and Joint Declaration dated October 27, 2010) filed by defendant ABS-CBN is hereby granted for being meritorious, subject to the following conditions:

1. That the examination of the signature of Willie B. Revillame in AIPC Bond No. G(16) - 9314/NSMKT2 and Joint Declaration both dated October 27, 2010 shall be made by two representatives of the defendant coming from the National Bureau of Investigation (NBI) or the Philippine National Police (PNP), two representatives of the plaintiff and in the presence of the Branch Clerk of Court;

2. That the examination of plaintiff Revillame's signatures in the questioned documents shall be made and terminated in one (1) working day only in the Office of this Court; and
3. That the examination of plaintiff Revillame's signatures in the subject documents shall be made within ten (10) days from receipt of this Order unless restrained or stopped by other court or appellate court.

SO ORDERED.^[32]

Revillame moved for reconsideration, but it was denied in an Order, dated May 19, 2011, where the RTC further modified its March 25, 2011 Order:

WHEREFORE, PREMISES CONSIDERED, the Motion for Reconsideration filed by the herein plaintiff is denied for lack of merit.

However, the dispositive portion of the March 25, 2011 Order of this Court is hereby modified and the same should now read:

1. That the examination of the signature of Willie B. Revillame in AIPC Bond No. G(16) - 9314/NSMKT2 and Joint Declaration both dated October 27, 2010 **shall be made by two representatives of the defendant ABS-CBN Broadcasting Corporation, in the presence of two representatives of plaintiff Willie B. Revillame and also in the presence of the Branch Clerk of this Court;**
2. That the examination of plaintiff Revillame's signatures in the questioned documents shall be made **immediately upon receipt of this Order, and with notice to the plaintiff and to this Court;** and
3. That the examination of plaintiff Revillame's signatures in the subject documents shall be made in the Office of this Court.

SO ORDERED.^[33] (Emphasis supplied)

ABS-CBN filed its Compliance, asking for the examination of signatures be set on May 23,

2011, at 2:00 p.m., but Revillame filed an Urgent Motion to Defer and Clarify.^[34] He insisted that the examination of the AIPC Bond and Joint Undertaking is irrelevant to the main issue of his complaint and questioned the competency of ABS-CBN's representatives who will examine his signatures.

On August 22, 2011, the RTC-Quezon City, Branch 217 issued an Amended Order, amending anew the *fallo* of the May 19, 2011 Order:

Acting on the plaintiff's Motion to (D)efer and Clarify, the court hereby amends its Order of May 19, 2011 and now issues this Amended Order to read, as follows:

1. That the examination of the signature of Willie B. Revillame in AIPC Bond No. G(16) - 09314/NSKUKTZ and in the Joint Declaration both dated October 27, 2010 shall be made by the two representatives of the defendant ABS-CBN Broadcasting Corporation, in the presence of two representatives of plaintiff Willie B. Revillame and also in the presence of the Branch Clerk of this Court;
2. That the examination of plaintiff Revillame's signatures in the questioned documents shall be made **when this Amended Order has attained finality, and with notice to the plaintiff and the Court**; and
3. That the examination of plaintiff Revillame's signatures in the subject documents shall be made in the Office of this Court.

SO ORDERED.^[35] (Emphasis supplied)

Both Revillame and ABS-CBN elevated the Amended Order to the CA, docketed as CA-G.R. SP No. 122086 and CA-G.R. SP No. 122154, respectively.

Meanwhile, ABC Corporation and Ray Espinosa, for their part, petitioned the CA to restrain the RTC-Makati, Branch 66 from proceeding with the Copyright Infringement Case.^[36] The petition was docketed as CA-G.R. SP No. 117063. On September 5, 2011, the CA granted the petition and dismissed the complaint for copyright infringement. It ruled that ABS-CBN engaged in forum shopping for filing two suits - one, its Compulsory Counterclaim in Civil Case No. Q-10-67770 pending before the RTC-QC, Branch 217, and two, the Complaint for Copyright Infringement filed before the RTC-Makati, Branch 66 - which are both based on

one cause of action, i.e., Revillame's breach of their Agreement.^[37] After its motion for reconsideration was denied, ABS-CBN elevated the case to this Court *via* a Rule 45 Petition, docketed as G.R. No. 201664.^[38]

On September 22, 2011, ABC Corporation filed a Motion to Dismiss ABS-CBN's Compulsory Counterclaim in Civil Case No. Q-10-67770 on the ground of forum shopping, following the dismissal of the Complaint for Infringement in Civil Case No. 10-1155. On September 23, 2011, Revillame filed an Omnibus Motion also in Civil Case No. Q-10-67770, seeking the cancellation of the injunction hearings, the dismissal of the application for preliminary injunction, the discharge of his AIPC Bond, the recall of the August 22, 2011 Amended Order, and the deferment of further proceedings.^[39]

On October 4, 2011, ABS-CBN filed anew a Motion for Inhibition in Civil Case No. Q-10-67770. The motion was granted and the case was re-raffled to RTC-Quezon City, Branch 76.^[40]

On September 7, 2012, the RTC-Quezon City, Branch 76 granted ABC Corporation's Motion to Dismiss and Revillame's Omnibus Motion, thus:

WHEREFORE, premises considered, this Court:

1. Considers moot injunction hearings set on October 7, 20, 21, 2011; November 10, 11, 17, 24 and 25, 2011 and December 1, 2011;
2. Dismisses defendant ABS-CBN Broadcasting Corporation's application for preliminary injunction;
3. Discharges AIPC Bond No. G(16)-09314/NSMKT2 posted by plaintiff Willie Revillame;
4. **Recalls the Amended Order dated August 22, 2011;**
5. Grants intervenor ABC Development Corporation's Motion to Dismiss dated July 22, 2011; and
6. Denies defendant ABS-CBN Broadcasting Corporation's Motion for Reconsideration from the Order dated August 24, 2011.

In the meantime, proceedings are suspended pending finality of the Court of

Appeal[s'] Decision in CA-G.R. SP No. 117063 entitled ABC Development Corporation, et al. vs. Hon. Joselito C. Villarosa and ABS-CBN Broadcasting Corporation.

SO ORDERED.^[41] (Emphasis supplied)

On January 23, 2013, the RTC-Quezon City, Branch 76 denied ABS-CBN's motion for reconsideration.^[42]

Both ABS-CBN and Revillame filed their respective petitions before the CA.

The Rulings of the CA

CA-G.R. SP No. 122086

The first CA Petition, docketed as CA-G.R. SP No. 122086, was filed by Revillame, questioning the Orders, dated March 25, May 19, and August 22, 2011 (**Examination Orders**), of the RTC-Quezon City, Branch 217 in Civil Case No. Q-10-67770, insisting that the examination of his signatures was unnecessary and irrelevant.

On May 22, 2015, the CA dismissed Revillame's Rule 65 Petition:

ACCORDINGLY, the petition is **DISMISSED** on ground of **MOOTNESS**.^[43]
(Emphasis in the original)

In dismissing the petition, the CA ruled that the issues raised were already moot:

Indeed, courts will decline jurisdiction over moot cases because there is no substantial relief to which a party will be entitled and which will anyway be negated by the dismissal of the petition. The court will therefore abstain from expressing its opinion in a case where no legal relief is needed or called for. There is no cogent reason to warrant a departure from this rule in the present case.^[44]

The CA noted that the RTC-Quezon City, Branch 76 issued Orders, dated September 7, 2012

and January 23, 2013, categorically recalling the Amended Order, dated August 22, 2011, which permitted ABS-CBN to examine Revillame's signatures. It also took judicial notice of the fact that Revillame's contract with TVS already expired and that, on March 20, 2015, he signed a contract with GMA network to launch a show called "Wowowin." There is thus nothing more for the CA to review.^[45]

On December 2, 2015, the CA denied Revillame's motion for reconsideration.

CA-G.R. SP No. 122154

The next CA Petition, docketed as CA-G.R. SP No. 122154, was filed by ABS-CBN, also questioning the Examination Orders, on the ground that it has the inherent right to examine unconditionally the AIPC Bond. It further questioned the RTC-Quezon City, Branch 217's act of granting Revillame's Urgent Motion to Defer and Clarify, which was essentially a prohibited second motion for reconsideration.^[46]

On July 26, 2013, the CA dismissed ABS-CBN's Rule 65 Petition:

WHEREFORE, the Petition is **DISMISSED**. The assailed Amended Order of Regional Trial Court, Branch 217 of Quezon City dated 22 August 2011 is hereby **AFFIRMED**.

SO ORDERED.^[47] (Emphasis in the original)

In dismissing the petition, the CA first held that ABS-CBN's direct recourse to it *via* a Rule 65 Petition without filing a motion for reconsideration was unjustified. Further, the CA dismissed the petition for failing to raise a legal issue and to show that there was a violation of due process. Contrary to ABS-CBN's position, there was no issue on the existence of its inherent right to examine the original AIPC Bond. Rather, the issue was on the timing of the examination because the request for examination was granted. To conclude, the CA noted that the petition is a superfluity because Revillame already admitted that he signed the AIPC Bond, which constitutes an implied admission of its genuineness and due execution. This eliminated ABS-CBN's concern that the AIPC Bond and Joint Undertaking, which serve as security against damages, is spurious or counterfeit.^[48]

On July 13, 2016, the CA denied ABS-CBN's Motion for Reconsideration.

CA-G.R. CV No. 100369

The third CA Petition, docketed as CA-G.R. CV No. 100369, was filed by ABS-CBN, assailing the Orders, dated September 7, 2012 and January 23, 2013, of the RTC-Quezon City, Branch 76. It alleged that it was not guilty of forum shopping and insisted on its right to pursue its compulsory counterclaim.

On May 30, 2017, the CA granted ABS-CBN's appeal:

WHEREFORE, premises considered, the Appeal filed by ABS-CBN Broadcasting Corporation is **GRANTED**. The *Orders* issued by Branch 76 of the Regional Trial Court of Quezon City on 7 September 2012 and 23 January 2013 in Civil Case No. Q-10-67770 are **PARTIALLY REVERSED**. ABS-CBN Broadcasting Corporation's compulsory counterclaims in its *Answer with Compulsory Counterclaims* and its amendment in Civil Case No. Q-10-67770 are **REINSTATED**.

SO ORDERED.^[49] (Emphasis in the original)

In granting ABS-CBN's appeal, the CA held that it would be more in keeping with the principle of judicial courtesy invoked by the RTC not to dismiss ABS-CBN's compulsory counterclaims, considering that the main action was suspended pending the resolution of CA-G.R. SP No. 117063 before the CA and G.R. No. 201664 before the Court.^[50]

The CA also rejected the argument that the expiration of the Agreement rendered ABS-CBN's counterclaims against Revillame moot because a party to a contract can sue upon a breach which was committed during the life of the contract.^[51]

The Issues

In G.R. No. 221781, ABS-CBN raised the following grounds to assail the May 22, 2015 Decision and the December 2, 2015 Resolution of the CA, which dismissed its petition for being moot:

I.

THE COURT A *QUO* COMMITTED REVERSIBLE ERROR WHEN IT DISMISSED RESPONDENT REVILLAME'S *PETITION FOR CERTIORARI* ON THE GROUND THAT IT HAD SUPPOSEDLY BECOME MOOT AND ACADEMIC, CONSIDERING THAT:

- A. THE ISSUE OF WHETHER OR NOT PETITIONER ABS-CBN HAS A RIGHT TO EXAMINE THE SUBJECT BOND HAS YET TO BE RESOLVED, SINCE THE SUBJECT BOND CONTINUES TO BE AN INTEGRAL PART OF THE TRIAL COURT'S RECORDS IN THE *MAIN CASE*.
- B. THE RESOLUTION OF THE *MAIN CASE* ON THE MERITS WILL NOT RESULT IN OR ENCOURAGE MULTIPLICITY OF SUITS AS THE ISSUES INVOLVED THEREIN AND IN PETITIONER ABS-CBN'S *RECORD ON APPEAL* ARE SEPARATE AND DISTINCT.

II.

THE *COURT A QUO* ERRED WHEN IT *MOTU PROPRIO* DISMISSED THE *PETITION FOR CERTIORARI* INSTEAD OF RULING ON THE MERITS, ON THE BASIS OF A MERE MANIFESTATION BY RESPONDENT REVILLAME.

III.

THE COURT A *QUO* COMMITTED REVERSIBLE ERROR WHEN IT FAILED TO DISMISS/DENY RESPONDENT REVILLAME'S *PETITION FOR CERTIORARI* ON THE FOLLOWING GROUNDS:

- A. THE *PETITION FOR CERTIORARI* WAS FILED MANIFESTLY OUT OF TIME.
- B. THE TRIAL COURT COMMITTED NO GRAVE ABUSE OF DISCRETION IN RULING THAT PETITIONER ABS-CBN, AS A PARTY TO THE *MAIN CASE*, IS A PROPER PARTY TO EXAMINE THE SUBJECT BOND AND JOINT DECLARATION.
 - 1. PETITIONER ABS-CBN HAS THE INHERENT RIGHT TO EXAMINE THE SUBJECT DOCUMENTS, AND UNDENIABLY HAS A LEGITIMATE INTEREST IN SEEKING SUCH EXAMINATION.
 - 2. RESPONDENT REVILLAME'S SUPPOSED "ASSURANCE" TO THE TRIAL COURT AS TO THE VALIDITY OF THE SUBJECT BOND IN HIS

AFFIDAVIT DATED 17 FEBRUARY 2011 DOES NOT ASSURE PETITIONER ABS-CBN OF RECOVERING FROM ITS CLAIMS OF DAMAGES, MUCH LESS DEFEAT THE LATTER'S INHERENT RIGHT TO AN EXAMINATION OF THE SUBJECT BOND.

3. THE GENUINENESS OF RESPONDENT REVILLAME'S SIGNATURES ON THE SUBJECT DOCUMENTS IS NOT A MERE "COLLATERAL MATTER" TO THE RESOLUTION OF THE *MAIN CASE*.
4. THE EXAMINATION OF THE SUBJECT DOCUMENTS IS JUSTIFIED BY PETITIONER ABS-CBN'S INHERENT RIGHT AS THE PARTY-DEFENDANT IN THE *MAIN CASE* AND THE SAME CANNOT BE DENIED UPON RESPONDENT REVILLAME'S MERE ALLEGATIONS THAT IT IS A "FISHING EXPEDITION."
5. THE EXAMINATION OF THE SUBJECT BOND AND JOINT DECLARATION MAY BE DONE BY HANDWRITING EXPERTS.
6. THE MERE NOTARIZATION AND THE SUPPOSED CONFIRMATION UNDER OATH MADE BY RESPONDENT REVILLAME AND AIPC, THROUGH ITS PRESIDENT REYNALDO FONG ("FONG"), DO NOT ENSURE THE GENUINENESS AND DUE EXECUTION OF RESPONDENT REVILLAME'S SIGNATURES ON THE SUBJECT DOCUMENTS.^[52]

In G.R. No. 225095, ABS-CBN raised the following grounds against the July 26, 2013 Decision and the June 13, 2016 Resolution of the CA, which dismissed its petition for failing to assert a legal issue:

I.

THE COURT OF APPEALS GRAVELY ERRED IN RULING THAT A MOTION FOR RECONSIDERATION WAS INDISPENSABLE PRIOR TO THE INSTITUTION OF THE *PETITION FOR CERTIORARI* CONSIDERING THAT THE GROUNDS THAT ALLOW PETITIONER ABS-CBN TO DISPENSE WITH SUCH MOTION ARE PRESENT IN THE INSTANT CASE.

II.

THE COURT OF APPEALS GRAVELY ERRED IN AFFIRMING THE TRIAL COURT'S RULING, WHICH UNREASONABLY SUBJECTED PETITIONER ABS-CBN'S INHERENT RIGHT TO EXAMINE THE SUBJECT BOND TO THE FINALITY OF THE *AMENDED ORDER*, AS IT EFFECTIVELY FORECLOSED THE EXERCISE OF SUCH RIGHT.

III.

CONTRARY TO THE COURT OF APPEALS' RULING, RESPONDENT REVILLAME'S SELF-SERVING ADMISSION THAT THE SIGNATURES FOUND IN THE SUBJECT BOND ARE ALLEGEDLY HIS DOES NOT SUFFICIENTLY ESTABLISH THEIR AUTHENTICITY AND DUE EXECUTION AND IS, IN ANY EVENT, NOT A GROUND TO RESTRICT OR DENY PETITIONER ABS-CBN'S RIGHT TO EXAMINE THE SUBJECT BOND.

IV.

MOREOVER, THE COURT OF APPEALS GRAVELY ERRED IN NOT FINDING THAT THE TRIAL COURT GRAVELY ABUSED ITS DISCRETION IN ISSUING THE *AMENDED ORDER*, CONSIDERING THAT IT ESSENTIALLY GRANTED A SECOND MOTION FOR RECONSIDERATION FILED BY RESPONDENT REVILLAME.^[53]

In G.R. No. 236167, Revillame raised the following grounds to assail the May 30, 2017 Decision and the November 27, 2017 Resolution of the CA, which ordered the reinstatement of ABS-CBN's compulsory counterclaims in Revillame's civil action for judicial confirmation:

- I. ABS-CBN IS GUILTY OF DELIBERATE FORUM SHOPPING AS FOUND BY BOTH THE FORMER FIRST DIVISION OF THE COURT OF APPEALS AND BY THE QC RTC.
- II. THE QC RTC ISSUED AN INDEPENDENT FINDING THAT ABS-CBN DELIBERATELY COMMITTED FORUM SHOPPING AND DISMISSED ABS-CBN'S COUNTERCLAIMS ON THE BASIS THEREOF.
- III. THE PRINCIPLE OF JUDICIAL COURTESY DOES NOT APPLY IN THIS CASE AND THE QC RTC'S DISMISSAL OF ABS-CBN'S COUNTERCLAIMS

DOES NOT RENDER MOOT THE PENDING SUPREME COURT CASE, I.E.
G.R NO. 201664.^[54]

The Ruling of the Court

The Petitions in G.R. No. 221781 and 225095 are dismissed. The Petition in G.R. No. 236167 is partly granted.

*Deliberate and willful
forum shopping is a cause
for the dismissal of the
compulsory counterclaim.
Res judicata by
conclusiveness of judgment
applies.*

The Court takes judicial notice of the Resolution, dated October 16, 2019, of the First Division of this Court in *ABS-CBN Corporation v. ABC Development Corporation, et al.*,^[55] which affirmed the Decision, dated September 5, 2011, and the Resolution, dated April 26, 2012, of the CA declaring ABS-CBN guilty of forum shopping in filing a complaint for copyright infringement before the RTC-Makati, Branch 66, while seeking judicial relief through its compulsory counterclaim in the Rescission and Damages case before the RTC-Quezon City. The dispositive portion of the Resolution held:

WHEREFORE, the Court **DENIES** the petition for review on *certiorari*; **AFFIRMS** the decision dated September 5, 2011 and the resolution dated April 26, 2012 of the Court of Appeals in CA-G.R. SP No. 117063; and **ORDERS** the petitioner to pay costs of suit.

SO ORDERED. (Emphasis in the original)

As a result, the issues raised by ABS-CBN in G.R. No. 236167 are already barred by *res judicata*, particularly by conclusiveness of judgment.

In *Heirs of Mampo v. Morada*,^[56] the Court discussed the time-honored principle of *res judicata*:

Res judicata embraces two aspects - “bar by prior judgment” or the effect of a judgment as a bar to the prosecution of a second action upon the same claim, demand or cause of action and “conclusiveness of judgment” which ordains that issues actually and directly resolved in a former suit cannot again be raised in any future case between the same parties involving a different cause of action.^[57] (Underscoring supplied)

In *Ley Construction & Development Corp. v. Philippine Commercial and International Bank*,^[58] the Court elaborated on conclusiveness of judgment, thus:

In contrast, the elements of conclusiveness of judgment are:

1. Identity of parties; and
2. Subject matter in the first and second cases.

Conclusiveness of judgment does not require identity of the causes of action for it to work. If a particular point or question is in issue in the second action, and the judgment will depend on the determination of that particular point or question, a former judgment between the same parties will be final and conclusive in the second if that same point or question was in issue and adjudicated in the first suit; but the adjudication of an issue in the first case is not conclusive of an entirely different and distinct issue arising in the second. Hence, facts and issues actually and directly resolved in a former suit cannot again be raised in any future case between the same parties, even if the latter suit may involve a different claim or cause of action.

Conclusiveness of judgment proscribes the relitigation in a second case of a fact or question already settled in a previous case. The second case, however, may still proceed provided that it will no longer touch on the same fact or question adjudged in the first case. Conclusiveness of judgment requires only the identity of issues and parties, but not of causes of action.^[59] (Underscoring supplied)

As succinctly put by the Court in the 2019 case of *ABS-CBN v. ABC*:

As correctly held by the CA, Wilfredo Revillame’s (Revillame) refusal to “honor

[his] *Talent Agreement* by not working for a rival network” is the delict that purportedly violated the petitioner’s rights in the separate claims. Thus, the petitioner resorted to forum shopping when it filed a complaint for infringement, the cause of action of which is similar to its compulsory counterclaim in Civil Case No. Q-10-67770 considering that both can be traced from Revillame’s refusal to honor his *Talent Agreement*.^[60]

The issue on forum shopping settled by the Court in the above-quoted case is thus conclusive between ABS-CBN and Revillame, who are the same parties in G.R. No. 236167, one of the present Petitions. The subject matter in the Copyright Infringement Case and in ABS-CBN’s compulsory counterclaim in the Rescission and Damages Case are similar, both involving Revillame’s alleged breach of his Agreement with ABS-CBN.

In both cases, ABS-CBN sought to stop Revillame from performing work in “Willing Willie” with ABC Corporation on the argument that such work is similar to his work in “Wowowee” with ABS-CBN under their Agreement and, consequently, to collect damages resulting from such acts.

There being forum shopping, it is necessary to determine whether it was deliberate and willful. Section 5, Rule 7 of the Rules of Court reads:

Section 5. Certification against forum shopping. - x x x

x x x x

Failure to comply with the foregoing requirements x x x. If the acts of the party or his [or her] counsel clearly constitute willful and deliberate forum shopping, the same shall be ground for summary dismissal with prejudice and shall constitute direct contempt, as well as a cause for administrative sanctions.

If there was deliberate and willful forum shopping, all cases instituted by the guilty party shall be dismissed. The Court already explained the rationale behind this rule:

The dismissal of all cases involved in forum shopping is a punitive measure against the deplorable practice of litigants of resorting to different fora to seek similar reliefs, so that their chances of obtaining a favorable judgment is

increased. This results in the possibility of different competent tribunals arriving at separate and contradictory decisions. Moreover, it adds to the congestion of the heavily burdened dockets of the courts. To avoid this grave evil, the Court has held that the rules on forum shopping must be strictly adhered to.^[61]

Consequently, as the deliberate and willful nature of forum shopping is a state of mind, it is determined by the circumstances of the case. A review of the records reveals that the filing of the complaint for copyright infringement, despite the pendency of the counterclaim, shows that it was deliberate and willful, done with intent to trifle with the orderly administration of justice.

The Court points out that in October 2010, ABS-CBN already filed an application for TRO in Civil Case No. Q-10-67770 before the RTC-Quezon City, Branch 84, specifically against the airing of “Willing Willie,” a show similar to “Wowowee,” in TV5 with Revillame as host, on the ground that the latter was still bound by his Agreement with ABS-CBN during the pendency of Revillame’s action. The application for TRO was denied. A month later, ABS-CBN filed the Complaint for Copyright Infringement against Revillame and ABC Corporation, among others, before the RTC-Makati, Branch 66, on the similar ground of violation of the Agreement. This clearly shows that ABS-CBN willfully sought the same relief in two different fora, expecting a favorable result after being denied the first time.

Based on the foregoing, the proceedings in Civil Case No. Q-10-67770 should proceed sans ABS-CBN’s compulsory counterclaim, which was dismissed as a consequence of the finding of forum shopping. To reiterate, the Court in *Heirs of Mampo v. Morada*^[62] held:

Forum shopping is a ground for summary dismissal of both initiatory pleadings without prejudice to the taking of appropriate action against the counsel or party concerned. This is a punitive measure to those who trifle with the orderly administration of justice.^[63]

The ruling of the CA in CA-G.R. CV No. 100369, insofar as it reinstated ABS-CBN’s compulsory counterclaim in Civil Case No. Q-10-67770, is thus erroneous and is reversed.

Mootness on issues related to the AIPC Bond, which was already discharged.

The other issues raised by the parties in the present Petitions are already moot and academic.

In *Peñafrancia Sugar Mill, Inc. v. Sugar Regulatory Administration*,^[64] the Court discussed when a case becomes moot and academic:

A case or issue is considered moot and academic when it ceases to present a justiciable controversy by virtue of supervening events, so that an adjudication of the case or a declaration on the issue would be of no practical value or use. In such instance, there is no actual substantial relief which a petitioner would be entitled to, and which would be negated by the dismissal of the petition. Courts generally decline jurisdiction over such case or dismiss it on the ground of mootness. This is because the judgment will not serve any useful purpose or have any practical legal effect because, in the nature of things, it cannot be enforced.^[65] (Underscoring supplied)

The issues raised by ABS-CBN in G.R. Nos. 221781 and 225095 arose out of the September 7, 2012 Order of the RTC-QC, Branch 76, the dispositive portion of which provides:

WHEREFORE, premises considered, this Court:

1. Considers moot injunction hearings set on October 7, 20, 21, 2011; November 10, 11, 17, 24 and 25, 2011 and December 1, 2011;
2. Dismisses defendant ABS-CBN Broadcasting Corporation's application for preliminary injunction;
3. **Discharges AIPC Bond No. G(16)-09314/NSMKT2 posted by plaintiff Willie Revillame;**
4. Recalls the Amended Order dated August 22, 2011;
5. Grants intervenor ABC Development Corporation's Motion to Dismiss dated July 22, 2011; and
6. Denies defendant ABS-CBN Broadcasting Corporation's Motion for Reconsideration from the Order dated August 24, 2011.

In the meantime, proceedings are suspended pending finality of the Court of Appeal[s'] Decision in CA-G.R. SP No. 117063 entitled ABC Development Corporation, et al. vs. Hon. Joselito C. Villarosa and ABS-CBN Broadcasting Corporation.

SO ORDERED.^[66] (Emphasis supplied)

ABS-CBN, in its two Petitions, essentially asserts its right to examine Revillame's signatures on the AIPC Bond, casting doubt on their genuineness. However, there is no question that the RTC-Quezon City, Branch 76 already discharged Revillame's AIPC Bond, releasing Revillame from his obligation to answer for contingent damages which ABS-CBN might incur as a result of the proceedings. Contrary to ABS-CBN's claim, the AIPC Bond is also no longer an integral part of the court records. Consequently, the issues surrounding ABS-CBN's right to examine the bond and ascertain the authenticity of Revillame's signatures bear no practical value in the resolution of Civil Case No. Q-10-67770.

The Court will not rule on any question raised by ABS-CBN concerning its alleged right to examine the AIPC Bond and Revillame's purported signatures thereon as the actual controversy over it has ceased to exist:

Without any legal relief that may be granted, courts generally decline to resolve moot cases, lest the ruling result in a mere advisory opinion. This rule stems from this Court's judicial power, which is limited to settling actual cases and controversies involving legally demandable and enforceable rights.^[67]

Finally, the issue on judicial courtesy raised by ABS-CBN in G.R. No. 236167 is now also moot in view of the Court's Resolution in G.R. No. 201664. Civil Case No. Q-10-67770 pending before the relevant branch of the RTC-Quezon City should continue to its conclusion.

WHEREFORE, the Petitions for Review filed by ABS-CBN Broadcasting Corporation in G.R. No. 221781 and G.R. No. 225095 are **DISMISSED**. The Petition for Review filed by Willie B. Revillame in G.R. No. 236167 is **PARTIALLY GRANTED**. The Decision, dated May 30, 2017 of the Court of Appeals (Former Special 7th Division) in CA-G.R. CV No. 100369 is **REVERSED** insofar only as it reinstated ABS-CBN Broadcasting Corporation's compulsory counterclaims in Civil Case No. Q-10-67770, which is declared **DISMISSED** with prejudice.

SO ORDERED.

Caguioa (Chairperson), Inting, Zalameda, and Gaerlan, JJ., concur.*

* Designated as additional Member per Raffle, dated March 28 2023, vice Associate Justice Japar B. Dimaampao who recused himself from the case due to his prior participation in the Court of Appeals.

^[1] *Rollo (G.R. No. 221781)*, pp. 20-93.

^[2] *Id.* at 104-128. Penned by Associate Justice Amy C. Lazaro-Javier (now a Member of the Court) and concurred in by Associate Justices Mario V. Lopez (now a Member of the Court) and Melchor Q.C. Sadang.

^[3] *Id.* at 130-131.

^[4] *Rollo (G.R. No. 225095)*, pp. 12-76.

^[5] *Id.* at 78-87. Penned by Associate Justice Jane Aurora C. Lantion and concurred in by Associate Justices Vicente S.E. Veloso (now retired) and Eduardo B. Peralta, Jr.

^[6] *Id.* at 89-90. Penned by Associate Justice Jane Aurora C. Lantion and concurred in by Associate Justices Danton Q. Bueser and Eduardo B. Peralta, Jr.

^[7] *Rollo (G.R. No. 236167)*, pp. 10-44.

^[8] *Id.* at 48-70. Penned by Associate Justice Zenaida T. Galapate-Laguilles and concurred in by Associate Justices Ramon R. Garcia and Priscilla J. Baltazar-Padilla (+) (a former Member of the Court).

^[9] *Id.* at 71-74.

^[10] *Rollo (G.R. No. 221781)*, pp. 149-155.

^[11] *Rollo (G.R. No. 236167)*, p. 49, CA Decision, dated May 30, 2017.

^[12] *Id.*

^[13] *Id.*

^[14] *Id.*

^[15] *Id.*

^[16] *Id.*

^[17] *Rollo (G.R. No. 221781)*, pp. 159-184. Complaint.

^[18] *Id.* at 109.

^[19] *Id.* at 24.

^[20] *Id.* at 109.

^[21] *Id.* at 110.

^[22] Docketed as CA-G.R. SP No. 116532.

^[23] *Rollo (G.R. No. 221781)*, p. 111.

^[24] *Id.* at 27, Petition for Review.

^[25] *Rollo (G.R. No. 225095)*, pp. 22-23.

^[26] *Id.* at 27.

^[27] *Rollo (G.R. No. 236167)*, p. 53, CA Decision, dated May 30, 2017.

^[28] *Id.* at 1013-1046.

^[29] *Id.* at 55.

^[30] *Rollo (G.R. No. 221781)*, p. 112.

^[31] *Id.*

^[32] *Id.* at 105.

^[33] *Id.* at 106.

^[34] *Id.* at 115.

[35] *Id.* at 106-107.

[36] *Rollo (G.R. No. 236167)*, p. 56, CA Decision, dated May 30, 2017.

[37] *Id.*

[38] *Id.* at 57.

[39] *Id.*

[40] *Id.*

[41] *Id.* at 58.

[42] *Id.* at 59.

[43] *Rollo (G.R. No. 221781)*, p. 127.

[44] *Id.*

[45] *Id.* at 126-127.

[46] *Rollo (G.R. No. 225095)*, p. 83, CA Decision, dated July 26, 2013.

[47] *Id.* at 87.

[48] *Id.* at 83-86.

[49] *Rollo (G.R. No. 236167)*, p. 69.

[50] *Id.* at 66-67.

[51] *Id.* at 69.

[52] *Rollo (G.R. No. 221781)*, pp. 41-43.

[53] *Rollo (G.R. No. 225095)*, p. 39.

[54] *Rollo (G.R. No. 236167)*, p. 26, Petition for Review on *Certiorari*.

[55] **G.R. No. 201664** (Notice), October 16, 2019.

^[56] **G.R. No. 214526**, November 3, 2020.

^[57] *Id.*

^[58] 635 Phil. 503 (2010).

^[59] *Id.* at 512.

^[60] *Supra* Note 55.

^[61] **Heirs of Mampo v. Morada**, *supra* note 55.

^[62] *Id.*

^[63] *Id.*

^[64] 728 Phil. 535 (2014).

^[65] *Id.* at 540.

^[66] **Rollo (G.R. No. 236167)**, p. 58, CA Decision, dated May 30, 2017.

^[67] **Express Telecommunications Co., Inc. v. AZ Communications, Inc., G.R. No. 196902**, July 13, 2020, 942 SCRA 418, 427-428.