

CARMEN MIAGUE, PLAINTIFF-APPELLANT, VS. SOCIAL SECURITY SYSTEM, ROGER C. DIAZ AND THE REGISTER OF DEEDS FOR VALENZUELA CITY, DEFENDANTS-APPELLEES.

Ponente: LAMPAS PERALTA, J.

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LAMPAS PERALTA, J.:

Assailed in this appeal is the Decision dated September 11, 2012[1] in Civil Case No. 35-V-11 of Branch 269, Regional Trial Court, Valenzuela City which dismissed plaintiff-appellant's complaint against defendants-appellees for "Nullification of Foreclosure and Foreclosure Proceedings with prayer for TRO/Preliminary Injunction."

THE ANTECEDENTS

The present case involves a house and lot with an area of 120 square meters covered by Transfer Certificate of Title (TCT) No. V-90557[2] in the name of defendant-appellee Social Security System (SSS, for brevity) and located at Gen. T. De Leon, Valenzuela City. The property was previously covered by TCT No. T-123053[3] in the name of spouses Carlos Miague and plaintiff-appellant Carmen Miague.

Plaintiff-appellant and Carlos Miague obtained a loan from defendant-appellee SSS in the sum of P100,000.00, payable in 25 years and secured by a real estate mortgage on the subject property, per "Mortgage Contract" dated May 4, 1985.[4] Plaintiff-appellant and Carlos Miague failed to pay the monthly installments. On January 26, 1990, defendant-appellee SSS sent a telegram to plaintiff-appellant and Carlos Miague asking them to pay their loan obligation in the total amount of P126,494.00.[5]

On May 24, 1991, plaintiff-appellant and Carlos Miague requested a restructuring of their loan account with defendant-appellee SSS, to which the latter acquiesced.[6] Pursuant thereto, the parties executed a "Supplemental Mortgage Contract" whereby plaintiff-appellant and Carlos Miague agreed to pay P1,060.30 per month for 231 months starting August 1-5, 1991.[7] However, the loan obligation of plaintiff-appellant and Carlos Miague remained unpaid.

Thus, defendant-appellee SSS filed with the Office of the Clerk of Court and Ex-Officio Sheriff of Valenzuela City an "Application for Foreclosure of Real Estate Mortgage" dated January 8, 1996.[8] The public auction of the subject property was set on March 28, 1996, per "Notice of Sheriff's Sale" dated February 19, 1996 issued by the Clerk of Court and Ex-Officio Sheriff of Valenzuela City.[9] Said notice was published for three (3) consecutive weeks in Malaya, a newspaper of general circulation in the Philippines, per Affidavit of Publication dated March 14, 1996.[10]

During the public auction held on March 28, 1996, defendant-appellee SSS was the highest bidder. Accordingly, a Certificate of Sale dated August 12, 1996 was issued in its favor,[11] but defendant-appellee SSS did not register the same immediately. Instead, defendant-appellee SSS sent notices[12] to plaintiff-appellant and Carlos Miague regarding their arrearages and possible restructuring of the same.

In a handwritten letter dated February 15, 1999,[13] plaintiff-appellant requested that the loan be restructured pursuant to Republic Act (RA) No. 8501 which defendant-appellee SSS approved, per Notice dated August 21, 2000. Thus, defendant-appellee SSS directed plaintiff-appellant and Carlos Miague to come to its office on or before September 21, 2000 for details; otherwise, the Certificate of Sale dated August 12, 1996 would be registered without further notice.[14]

Plaintiff-appellant and Carlos Miague failed to pay. On June 19, 2006, defendant-appellee SSS formally notified them that due to their failure to pay arrearages, the Certificate of Sale dated August 12, 1996 would be registered.[15] In a letter dated September 26, 2006,[16] defendant-appellee SSS informed plaintiff-appellant and Carlos Miague that the Certificate of Sale was registered on September 6, 2006 and they had the right to redeem the property within 12 months from date of registration.

On February 21, 2007, defendant-appellee SSS informed plaintiff-appellant and Carlos Miague that (i) the redemption period would expire on September 6, 2007, (ii) defendant-appellee SSS would be implementing a condonation program for delinquent housing loan borrowers which must be availed of on or before March 30, 2007; and, (iii) defendant-appellee SSS would pursue consolidation/transfer of ownership of the subject property in its name without further notice if the condonation program was not availed of by plaintiff-appellant and Carlos Miague by March 30, 2007.[17]

Plaintiff-appellant and Carlos Miague failed to avail of the condonation program and to redeem the property within the 12-month period; thus, defendant-appellee SSS consolidated ownership of the same.[18] TCT No. V-90557 in the name of defendant-appellee SSS was issued by defendant-appellee Register of Deeds of Valenzuela City.[19]

On May 6, 2009, defendant-appellee SSS informed plaintiff-appellant and Carlos Miague that they had the option to repurchase the property at the prevailing fair market value.[20] Defendant-appellee SSS, through its letter-server, was informed that Carlos Miague died on June 20, 2007.[21]

Plaintiff-appellant signified her intention to repurchase the property, but she failed to do the same.[22] Thus, the property was placed by defendant-appellee SSS under its Housing Fair II Program. On March 23, 2010, defendant-appellee Roger C. Diaz submitted a "Buyer's Application to Purchase an SSS Acquired Asset Housing Fair II Program" offering to purchase the property.[23] The sale was approved on April 22, 2010.

In a letter dated April 26, 2010,[24] defendant-appellee SSS informed plaintiff-appellant that defendant-appellee Roger C. Diaz's purchase proposal had been approved and they must vacate the premises and surrender the same to defendant-appellee Roger C. Diaz. A "Deed of Conditional Sale of House and Lot" dated May 27, 2010[25] was executed by defendant-appellee SSS in favor of defendant-appellee Roger C. Diaz. In response, plaintiff-appellant informed defendant-appellee SSS that she could not vacate the property and requested that she be given preference to repurchase the same.[26]

In a letter dated July 8, 2010,[27] defendant-appellee SSS informed plaintiff-appellant that for her failure to repurchase the property on or before September 2009, the same was made available for sale to other interested buyers under the Housing Fair Program and was subsequently sold to defendant-appellee Roger C. Diaz. Thus, plaintiff-appellant must vacate the property and surrender the same "as is" to defendant-appellee Roger C. Diaz. Defendant-appellee SSS sent another letter dated September 8, 2010 reiterating its request for plaintiff-appellant to vacate the property.[28]

On March 17, 2011, plaintiff-appellant filed with the trial court a complaint against defendants-appellees for "Nullification of Foreclosure and Foreclosure Proceedings with prayer for TRO/Preliminary Injunction,"[29]

alleging that (i) the foreclosure proceedings were void because plaintiff-appellant did not authorize the same and there was no prior demand from defendant-appellee SSS for plaintiff-appellant to pay her obligation; (ii) there was no sufficient publication in a newspaper of general circulation nor proper posting of the notice of sheriff's sale; and, (iii) the "Deed of Conditional Sale of House and Lot" should be declared null and void because it was executed in utter disregard of plaintiff-appellant's right of first refusal and defendant-appellee Roger C. Diaz was a buyer in bad faith. Plaintiff-appellant prayed, among others, that the foreclosure proceedings and "Deed of Conditional Sale of House and Lot" be declared null and void and defendants-appellees SSS and Roger C. Diaz be ordered to pay moral and exemplary damages, attorney's fees and litigation expenses.

After hearing, the trial court issued an Order dated April 26, 2011[30] denying plaintiff-appellant's application for the issuance of a temporary restraining order. Hearing on the application for issuance of writ of preliminary injunction was set on May 9, 2011.

On May 13, 2011, defendant-appellee SSS filed answer with counterclaim[31] alleging, among others, that (i) the cancellation of TCT No. T-123053 in the name of plaintiff-appellant and Carlos Miague and the issuance of TCT No. V-90557 in the name of defendant-appellee SSS was due to non-payment by plaintiff-appellant and Carlos Miague of their loan obligation which resulted in the foreclosure of the property and sale thereof to a qualified buyer; (ii) plaintiff-appellant was always notified of all actions undertaken by defendant-appellee SSS; and, (iii) plaintiff-appellant had no cause of action against defendants-appellees and was not entitled to an injunction because the legitimate buyer, defendant-appellee Roger C. Diaz, had the legal right to avail of the remedies under the law. Defendant-appellee SSS prayed that the complaint be dismissed and plaintiff-appellant be ordered to pay moral and exemplary damages, attorney's fees and cost of suit.

In an Order dated July 12, 2011,[32] the trial court denied plaintiff-appellant's application for the issuance of writ of preliminary injunction.

During the pre-trial,[33] the parties made the following admissions:

"1.

The subject property formerly covered by TCT No. T-123053, including the improvements existing thereon, was mortgaged on May 4, 1985 with defendant SSS by Spouses Carlos and Carmen Miague for One Hundred Thousand Pesos (P100,000.00) payable in twenty-five (25) years.

2.

The validity and due execution of the aforesaid Mortgage Contract dated May 4, 1985 between defendant SSS and Spouses Miague.

3.

On November 10, 1994, Spouses Miague executed and signed a Supplemental Mortgage Contract.

4.

On February 15, 1999, plaintiff submitted to defendant SSS a handwritten letter expressing her desire to avail of the condonation of penalty/restructuring of account, pursuant to RA 8501."

After the parties had presented their respective evidence, the trial court rendered a Decision dated September 11, 2012[34] dismissing plaintiff-appellant's complaint. Thus:

"WHEREFORE, the Complaint is hereby DISMISSED for being unmeritorious. Defendants' counterclaim is likewise dismissed for lack of merit.

SO ORDERED."

Plaintiff-appellant filed a motion for reconsideration,[35] but the trial court denied the same in an Order dated November 6, 2012.[36]

Thus, plaintiff-appellant filed the present appeal which is premised on the following assignment of errors:

- "1. The trial court gravely erred when it declared that plaintiff-appellant can no longer rely on paragraph 16 of the Mortgage Contract;
2. The lower court gravely erred when it upheld the validity of the foreclosure despite the absence of the requisite notice of posting.
3. The lower court erred when it concluded that the foreclosure sale was also done apparently in accordance with ACT No. 3135 as amended and that no allegation has been made that the proceeding was marred by any irregularity."[37]

THE ISSUE

Whether the trial court erred in dismissing plaintiff-appellant's complaint against defendants-appellees for "Nullification of Foreclosure and Foreclosure Proceedings with prayer for TRO/Preliminary Injunction."

THE COURT'S RULING

Plaintiff-appellant faults the trial court in holding that the foreclosure of mortgage over the subject property was valid. Allegedly, "the late Carlos Miague was covered by MRI or Mortgage Redemption Insurance for the whole amount of the loan" and when Carlos Miague died on June 20, 2007, the redemption period had not yet lapsed, thus, the whole obligation should have been extinguished.[38] Moreover, "in evident bad faith," defendant-appellee SSS hid from plaintiff-appellant the fact that "her husband was covered by MRI" thereby "frustrating her from redeeming or in buying back the subject property." [39] Plaintiff-appellant further posits that the "failure of the defendant-appellee SSS to have the Notice of Sheriff's Sale posted for a certain period and in places required by law makes the Extrajudicial Foreclosure null and void." [40]

The present appeal is unfounded.

A Mortgage Redemption Insurance (MRI) is a device for the protection of both the mortgagee and the mortgagor. On the part of the mortgagee, it has to enter into such form of contract so that in the event of the unexpected demise of the mortgagor during the subsistence of the mortgage contract, the proceeds from such insurance will be applied to the payment of the mortgage debt, thereby relieving the heirs of the mortgagor from paying the obligation. On the part of the mortgagor, protection is given such that in the event of death, the mortgage obligation will be extinguished by the application of the insurance proceeds to the mortgage indebtedness.[41]

The "Mortgage Contract" between plaintiff-appellant and defendant-appellee SSS provides for security of the loan against the death of the borrower through the Mortgage Redemption Insurance Plan. The MRI covered only the "amount of the approved loan" which is P100,000.00. Thus:

- "16. (a) The loan shall be secured against the death of the borrower through the Mortgage Redemption Insurance Plan; (b) Coverage shall take effect on the date of the first release voucher of the loan and shall continue until the real estate mortgage loan is fully paid; (c) Coverage shall be compulsory for any MORTGAGOR who is not over 60 years old on his birthday nearest to the date of approval of the loan; otherwise, optional coverage may be provided upon submission of evidence of insurability satisfactory to the MORTGAGEE; (d) The insured indebtedness, that is, the amount of the approved loan, or the total amount released where the approved loan has not been fully availed of by the borrower, as provided in the policy shall

be deemed paid upon the death of the MORTGAGOR covered under the MRI plan, and any amount not covered by the MRI Insurance shall be paid by the surviving spouses, heirs, co-applicants or co-mortgagors, as the case may be, and until such amount shall have been paid, the mortgage on the collateral shall subsist."[42]

Plaintiff-appellant cannot feign ignorance of the aforequoted provision because she herself signed the "Mortgage Contract." [43] Thus, there is no basis for her claim that defendant-appellee SSS hid from her the fact that her late husband was covered by MRI. Moreover, plaintiff-appellant admitted that she and her husband failed to pay the insurance premiums for one (1) year. [44] The trial court cannot be faulted in holding that plaintiff-appellant "can no longer rely on the compulsory coverage of her late husband under the MRI plan." Said the trial court:

"Plaintiff can no longer rely on the compulsory coverage of her late husband under the MRI plan. Such coverage is normally renewable every year but, admittedly, they failed to pay the premiums for at least one year. The insurance coverage has, thus, ceased to exist or has expired upon non-payment of the premium. Although not even alleged, it would be quite strange for the spouses to have continued to pay the insurance premium thereafter, and for the SSS to have accepted such payment, without any corresponding payment for the principal loan obligation. More absurd and iniquitous is the contention of plaintiff that their principal loan continued to be insured until the death of her husband in 2007 despite their failure to make any payment on their loan for more than 10 years. It could not have been the intention of the mortgagee or the insurer to secure the loan until the death of the borrower despite nonpayment of loan amortizations since practically the time the loan was released. x x x" [45]

It bears stressing that plaintiff-appellant and her husband Carlos Miague failed to pay their monthly amortizations with defendant-appellee SSS. Despite several notices and loan restructuring, plaintiff-appellant and her husband were not able to comply with their obligation. As a consequence of their repeated failure to pay, the loan obligation incurred interest and penalties such that by 2006, plaintiff-appellant's arrearages had amounted to P421,353.47. [46] Significantly, apart from her bare allegation, plaintiff-appellant failed to present any evidence that she had informed defendant-appellee SSS of the fact of Carlos Miague's death on June 20, 2007.

There is also no denying that the "Mortgage Contract" between plaintiff-appellant and her husband, and defendant-appellee SSS provided for extrajudicial foreclosure of the mortgaged property in case of default in payment of monthly amortizations. Thus:

"24. If the MORTGAGOR should pay or refuse to pay six (6) monthly amortizations on the indebtedness or interest when due, or whatever other obligations herein agreed upon, or otherwise fail to perform any of the conditions herein stipulated, then all the amortizations and other obligations of the MORTGAGOR of any nature shall become due, payable and defaulted and the MORTGAGEE may immediately foreclose this Mortgage judicially or extrajudicially under Act No. 3135, as amended, without any further demand. Furthermore, if the MORTGAGOR delays in the payment of the monthly amortizations, the MORTGAGEE shall have the right to impose penalty on the total amount due and demandable at the same rate of interest as the principal loan.

xxx xxx xxx

28. The MORTGAGOR hereby grants unto the MORTGAGEE full and irrevocable power of attorney, in case of breach of any of the conditions of this Mortgage, to sell at its discretion the mortgaged properties, at public auction for cash and to the highest bidder, without court proceedings, the MORTGAGEE being authorized, furthermore, to execute all the necessary instruments of sale and such other documents as may be necessary in the premises, all in accordance with Act No. 3135, as amended; x x x" [47]

Defendant-appellee SSS cannot be faulted in resorting to extrajudicial foreclosure of plaintiff-appellant's mortgaged property. As borne by the record, the default history of plaintiff-appellant and her husband on their loan of P100,000.00 acquired on May 4, 1985 dated back to February 1, 1990. In a telegram dated January 26,

1990,[48] defendant-appellee SSS informed plaintiff-appellant and her husband of their total obligation amounting to P126,494.00 as of February 1, 1990. Plaintiff-appellant and her husband were allowed to restructure their loan obligation, per "Supplemental Mortgage Contract" dated November 10, 1994,[49] but they still failed to pay their obligation. Thus, defendant-appellee SSS commenced extrajudicial foreclosure proceedings on the mortgaged property on January 8, 1996.[50] The Clerk of Court and Ex-Officio Sheriff of Valenzuela City issued a Notice of Sheriff's Sale dated February 19, 1996.[51] On March 28, 1996, the property was sold to defendant-appellee SSS as highest bidder[52] and a Certificate of Sale was issued in favor of defendant-appellee SSS on August 12, 1996.[53]

Defendant-appellee SSS clearly had the right to foreclose the mortgaged property. Hornbook is the doctrine that foreclosure is valid where the debtor is in default in the payment of his obligation. In a real estate mortgage when the principal obligation is not paid when due, the mortgagee has the right to foreclose the mortgage and to have the property seized and sold with the view of applying the proceeds to the payment of the obligation.[54]

Anent plaintiff-appellant's allegation that the foreclosure proceedings were null and void for lack of posting of the notice of sale, the same is unfounded. It is settled that foreclosure proceedings have in their favor the presumption of regularity and the burden of the evidence to rebut the same is on the party seeking to challenge the proceedings.[55]

Apart from her bare allegation, plaintiff-appellant did not present any evidence of the alleged lack of posting. On the other hand, records bear that the Clerk of Court and Ex-Officio Sheriff of Valenzuela City issued a "Notice of Sheriff's Sale" dated February 19, 1996 setting the public auction of the subject property "on March 28, 1996 at 10:00 o'clock in the morning or soon thereafter, in front of the main entrance of the Office of the Clerk of Court, RTC, Valenzuela, Metro Manila, x x x." [56] Said notice was published in Malaya, a newspaper of general circulation, for three (3) consecutive weeks, or on February 29, March 7 and March 14, 1996.[57] As found by the trial court:

"x x x The foreclosure sale was also done in accordance with the Mortgage Contract. SSS formally filed an application for extrajudicial foreclosure of the mortgage pursuant to Act No. 3135, as amended. All requisite steps under said law were followed. A Notice of Auction Sale was duly issued and published. The auction sale was validly held under the supervision of the Office of the Clerk of Court of the Regional Trial Court of Valenzuela City. SSS formally submitted a bid, and it came out as the highest bidder. A Certificate of Sale was duly issued in its favor on August 12, 1996. x x x" [58]

Records also bear that even though defendant-appellee SSS already had a Certificate of Sale, it did not immediately register the same because defendant-appellee SSS wanted to give plaintiff-appellant and her husband the opportunity to restructure their loan.[59] In a telegram dated April 16, 1996,[60] even prior to the issuance of the Certificate of Sale, defendant-appellee informed plaintiff-appellant and her husband regarding the auction of the property and possible restructuring of their loan account. Defendant-appellee SSS also sent notices dated September 24, 1998,[61] January 18, 1999[62] and February 1, 2000[63] directing plaintiff-appellant and her husband to settle their obligation, however, the same remained unpaid. On August 21, 2000, defendant-appellee SSS approved "the extension of the deadline on penalty condonation/restructuring of delinquent housing loan" of plaintiff-appellant and her husband, and directed them to settle their obligation which had amounted to P252,535.24 as of October 1, 2000 with March 31, 2000 as last payment date, otherwise, the Certificate of Sale would be registered without further notice.[64] Plaintiff-appellant and her husband failed to pay, thus, on June 19, 2006, defendant-appellee SSS formally notified plaintiff-appellant and her husband that it would undertake registration of the Certificate of Sale.[65] Plaintiff-appellant and her husband were informed that registration was effected on September 6, 2006 and they had the right to redeem the property within 1 year therefrom, in a letter

dated September 26, 2006.[66] In a letter dated February 21, 2007,[67] plaintiff-appellant and her husband were advised by defendant-appellee SSS to avail the condonation program for delinquent housing loan borrowers on or before March 30, 2007. Plaintiff-appellant and her husband failed to do so, thus, upon the lapse of the redemption period on September 6, 2007, title was consolidated in the name of defendant-appellee SSS.[68]

The foregoing considerations show that despite all the notices, telegrams and letters sent by defendant-appellee SSS, plaintiff-appellant and her husband failed to pay their obligation. They chose not to maximize the chances given to them by defendant-appellee SSS. Thus, they should bear the consequences of their inaction. As correctly held by the trial court:

"In any event, at the time of her husband's death, the loan has long become due and demandable. For this reason, SSS exercised its right to foreclose the mortgage. The extrajudicial foreclosure sale of the mortgaged property transpired on March 28, 1996. Despite prior notice, the mortgagor-spouses did nothing to avert the sale. After the sale, they were still given several notices and opportunities to avail themselves of a condonation program and to restructure their loan, yet they chose to merely sleep on such opportunities overly extended by defendant SSS. Although plaintiff expressed her intention to take advantage of another condonation program under Republic Act No. 8501 sometime in February 1999, she never formalized such intention. In her handwritten letter of intent, it is further apparent that, at the time, her husband was still working as a seaman and thus gainfully employed. Consequently, she cannot rely on her persistent assertions in court that their failure to pay their loan obligations was due to an illness of her husband which supposedly incapacitated him from working and earning a living. Even assuming that Carlos Miague indeed lost his job soon after February 1999, it still would not have justified their earlier default (since 1995) on the loan obligation. For these reasons, plaintiff cannot seek positive relief based on equity, since equity may be invoked only when the plaintiff has a clear right that she seeks to enforce. Besides, one who seeks to obtain relief from the court based on equity and justice must come to court with clean hands."[69]

In sum, the trial court did not err in dismissing plaintiff-appellant's complaint for being unmeritorious. The present case is no exception to the basic rule that factual findings of the trial court are entitled to great weight on appeal and should not be disturbed except for strong and valid reasons.[70]

WHEREFORE, the trial court's Decision dated September 11, 2012 is affirmed.

SO ORDERED.

Acosta, and Garcia-Fernandez, JJ., concur.

[1] pp. 41-51, Rollo

[2] p. 37, Original Records

[3] pp. 7-8, Ibid.

[4] pp. 39-42, Ibid.

[5] p. 189, Ibid.

[6] p. 190, Ibid.

[7] pp. 190-191, Ibid.

[8] pp. 192-193, Ibid.

[9] pp. 194-195, Ibid.

- [10] p. 196, Ibid.
- [11] pp. 198-199, Ibid.
- [12] pp. 200, 201, 204, 207, Ibid.
- [13] p. 206, Ibid.
- [14] p. 210, Ibid.
- [15] p. 211, Ibid.
- [16] p. 213, Ibid.
- [17] p. 215, Ibid.
- [18] pp. 216-217, Ibid.
- [19] pp. 218-219, Ibid.
- [20] p. 220, Ibid.
- [21] p. 305, Ibid.
- [22] p. 466, Ibid.
- [23] pp. 461, Ibid.
- [24] p. 462, Ibid.
- [25] p. 36, Ibid.
- [26] pp. 464-465, Ibid.
- [27] p. 466, Ibid.
- [28] p. 38, Ibid.
- [29] pp. 1-6, Ibid.
- [30] pp. 79-82, Ibid.
- [31] pp. 94-106, Ibid.
- [32] pp. 163-165, Ibid.
- [33] pp. 233-237, Ibid.
- [34] pp. 41-51, Rollo
- [35] pp. 571-578, Original Records
- [36] p. 587, Ibid.
- [37] p. 30, Rollo
- [38] p. 31, Ibid.
- [39] pp. 31, 33, Ibid.
- [40] p. 37, Ibid.

- [41] Great Pacific Life Assurance Corp. vs. Court of Appeals, et al., 316 SCRA 677, October 13, 1999
- [42] p. 427, Original Records
- [43] p. 111, Ibid.
- [44] p. 11, TSN dated November 11, 2011
- [45] p. 47, Rollo
- [46] p. 134, Original Records
- [47] p. 428, Ibid.
- [48] p. 430, Ibid.
- [49] pp. 431-432, Ibid.
- [50] pp. 433-434, Ibid.
- [51] p. 435, Ibid.
- [52] p. 437, Ibid.
- [53] pp. 438-439, Ibid.
- [54] Metropolitan Bank and Trust Company vs. Spouses Tan, et al., 569 SCRA 814, October 17, 2008
- [55] Ofelia J. Villavicencio, et al. vs. Alejandro A. Mojares, et al., 398 SCRA 314, February 27, 2003
- [56] p. 435, Original Records
- [57] p. 436, Ibid.
- [58] p. 48, Rollo
- [59] p. 320, Original Records
- [60] p. 440, Ibid.
- [61] p. 441, Ibid.
- [62] p. 444, Ibid.
- [63] p. 447, Ibid.
- [64] p. 449, Ibid.
- [65] p. 451, Ibid.
- [66] p. 453, Ibid.
- [67] p. 455, Ibid.
- [68] pp. 456-457, 458-459, Ibid.
- [69] pp. 47-48, Rollo
- [70] Deheza-Inamarga vs. Alano, et al., 574 SCRA 651, December 18, 2008

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