

YOSHITSUGU MATSUURA, PETITIONER, V. HON. CESAR O. UNTALAN, PRESIDING JUDGE OF THE REGIONAL TRIAL COURT OF MAKATI CITY, BRANCH CXLIX (149), PHILIPPINE OPPORTUNITIES FOR GROWTH AN...

Ponente: ELBINIAS, J.

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ELBINIAS, J.:

Addressed here is a Petition for Annulment of Judgment[1] (“Petition” for brevity) filed under Rule 47 of the Rules of Court. The Petition assails the Order[2] dated March 15, 2010 of the Regional Trial Court (“respondent court” for brevity), Branch 149, Makati City in SP. PROC. NO. M-6384.

In his Petition, petitioner Yoshitsugu Matsuura (“petitioner” for brevity) averred the following, among others:

“xxx TF Ventures, Inc. is a domestic corporation duly organized under the laws of the Republic of the Philippines with an initial authorized capital stock of Php10Million.

xxx On October 8, 1996, under suspicious circumstances which will be shown later, the SEC approved the amended Articles of Incorporation of T.F. Ventures, Inc. increasing the authorized capitalization from P10,000,000 to P100,000,000. xxx

xxx

xxx On November 21, 1997, petitioner Matsuura filed a request for investigation by the Prosecution and Enforcement Department (PED) of the SEC xxx

xxx On May 22, 2001, the SEC rendered a resolution in PED Case No. 98-2231, (1) finding that there was serious misrepresentation committed in the application for increase in capitalization of TF Ventures, Inc.; (2) setting aside the increase in authorized capital stock from P10,000,000.00 to P100,000,000.00; and (3) ordering the immediate revocation and cancellation of the certificate of increase in capitalization.

xxx

xxx TF Ventures was then the registered owner of a hotel building xxx known as the 'Best Western/Astor Hotel' (formerly known as 'Makati Sunrise Towers Hotel Condominium') xxx

xxx

xxx [the] hotel project xxx have been unlawfully assigned and transferred by respondents TF Ventures and Morato to respondents Perdana Hotel xxx and Perdana Land xxx, wherein new TCT Nos. 227564 and 227563 were issued to respondent Perdana Land xxx

xxx

xxx On December 21, 2006 Philippine Opportunities for Growth and Income (SPV-AMC), Inc. (POGI) filed a creditor-initiated Petition for Rehabilitation of respondent TF Ventures, [Inc.], in its capacity as the assignee of the Land Bank of the Philippines to the loan obligation of respondent TF Ventures xxx (Special Purpose

Vehicle Act of 2002 under RA No. 9182) xxx SP Case No. M-6384 and subject matter of the present petition.
xxx

xxx The main aim of the aforesaid Petition for Rehabilitation was to prohibit respondent TF Ventures from selling, encumbering, transferring or disposing in any manner any of its properties and for the Rehabilitation Court to approve the petitioner-creditor's Rehabilitation Plan;

xxx petitioner was not notified in writing by the Land Bank of the Philippines of such assignment to POGI of the loan obligation of respondent TF Ventures, [Inc.] as required by R.A. No. 9182. This despite the fact that petitioner is twenty (20) percent owner of the corporation's stockholdings.

xxx Neither was the petitioner ever been notified of the filing of the aforesaid Petition for Rehabilitation of respondent TF Ventures, thereby denying to petitioner his constitutional right to due process, as the stockholder of respondent TF Ventures holding 20% of the outstanding capital stock thereof;

xxx On December 2009, petitioner POGI was substituted by respondent Prime Gaming allegedly pursuant to the Deed of Assignment executed by and between the xxx parties;

xxx On 13 June 2008, respondent Judge, as the Rehabilitation Court, issued a RESOLUTION approving the Revised Rehabilitation Plan as recommended by the Rehabilitation Receiver, respondent Buencamino. The aforesaid Rehabilitation Plan calls for a Debt Service Plan of eight (8) years, subject to review not later than 31 May 2016. xxx

xxx The aforesaid RESOLUTION dated 13 June 2008 xxx prohibits the Board of Directors and Stockholders of respondent TF Ventures from declaring dividend during the period of rehabilitation, and from encumbering, transferring or disposing any asset of respondent TF Ventures;

xxx

xxx The aforesaid Revised Rehabilitation Plan xxx was not complied with. Instead, in a Joint Motion to Approve Sale of Assets and Pay Creditors filed on 23 December 2009, respondents Prime Gaming and TF Ventures have asked the respondent Judge to allow the sale by respondent TF Ventures of all its rights, titles and interests over the whole hotel project, consisting of the Best Western Astor Hotel, including the xxx three (3) parcels of land, building and all improvements xxx to the nominee of respondent Prime Gaming xxx

xxx The consent and approval of petitioner, as stockholder, to the xxx Joint Motion to Approve Sale of Assets xxx of respondent TF Ventures was not obtained by the latter, and neither by respondent Morato;

xxx On 11 March 2010, respondent Buencamino, as the Rehabilitation Receiver, has filed a Compliance recommending approval of the xxx Joint Motion to Approve Sale of Assets and Pay Creditors. xxx"[3] (Emphasis Supplied)

On March 15, 2010, respondent court, in the rehabilitation proceedings, issued the assailed Order[4], the dispositive portion of which decreed:

"WHEREFORE, premises considered, the Motion being reasonable, just, equitable and feasible, the same is hereby GRANTED, subject to the following conditions:

1. Upon execution of the dacion agreement, under those agreed terms and conditions, by and between TF Ventures and Prime Gaming, the money claim of employees and other statutory money claims against TF Ventures, shall be paid and settled within thirty (30) days thereof; and the operations of the Hotel by Best Western/Astor Hotel ceases.
2. All withdrawals from the proceeds of the sale of the assets of TF Ventures shall be with the conformity of the Receiver and the Chief Executive Officer of TF Ventures, with proper documentation that every money

claim of creditor shall be treated as fully paid with corresponding quitclaim.

3. Prime Gaming shall open letters of credit with a refutable (sic) commercial bank within thirty (30) days from the execution of the dacion agreement for creditors who choose to be paid under the approved rehabilitation plan, subject to the shave off percentage of 55.11% with interest at 3% per annum for the first 4 years and 5% per annum for the remaining years of payment until fully paid. If any of the remaining creditor[s] chose to be paid earlier than the term of payment under the approved rehabilitation plan, the money claim, however shall further be subjected to a 50% discount.

4. Any creditor who refused to be included and/or put under the approved rehabilitation plan or this payment arrangement is hereby given up to the deadline set forth by the Receiver, which is not later than January 31, 2010, shall be considered excluded and his money claim against TF Ventures, Inc. deemed abandoned, barred and lost forever.

5. TF Ventures and Prime Gaming shall pay all outstanding payables for administrative expenses, maintenance and repair of the hotel and its facilities including the allowance of the Receiver until this payment arrangement for creditors had been fully accomplished.

6. This sale transaction of the assets of TF Ventures to Prime Gaming under the dacion agreement contemplated by the herein parties is hereby exempt from the payment of the capital gains tax for the simple reason the subject assets of TF Ventures are not being held for sale. These assets are ordinary assets being used in the business.

SO ORDERED.”[5] (Emphasis was made in the original)

On September 25, 2013, petitioner filed the Petition[6] at bench, praying as follows:

“WHEREFORE, premises considered, it is respectfully prayed (sic) the Order of the Makati, RTC, Branch 149, dated March 15, 2010 be declared NULL and VOID.

Other reliefs just and equitable under the premises are likewise prayed for.”[7]

A reading of the Petition[8] reveals that the grounds relied upon by petitioner were based on lack of jurisdiction and extrinsic fraud, as follows:

“I.

THE ASSAILED ORDER DATED 15 MARCH 2010 OF THE REGIONAL TRIAL COURT OF MAKATI CITY, BRANCH 149 GRANTING THE SALE AND CONVEYANCE OF THE WHOLE ASSETS OF RESPONDENT TF VENTURES IS NULL AND VOID AS IT WAS RENDERED WITHOUT JURISDICTION OVER PETITIONER WHO IS A STOCKHOLDER OWNING 20% OF THE AUTHORIZED CAPITAL STOCK OF TF VENTURES.

A. PETITIONER's STOCKHOLDINGS TO THE EXTENT OF 20% OF THE AUTHORIZED CAPITAL STOCK (ACS) OF TF VENTURES WAS AFFIRMED IN THE DECISION DATED NOVEMBER 26, 2012 in Civil Case No. 01-207 entitled 'TF Ventures, Inc., Manuel L. Morato, Truman E. Becker, Jose Thomas Beldia, Antonio I. Tan, Jr. and Dennis G. Manicad, Petitioners versus Alexander Poblador, Yoshitsugu Matsuura, Romeo F. Gaza, Yusuke Fukuzumi, Florence R. Valmonte, Virgilio R. Lazaga, Reza M. Arabpour, and Ruben P. Jacinto, Respondents,' issued by the Regional Trial Court of Makati City, Branch 149.

B. THE SUPREME COURT RENDERED A DECISION IN THE CASE ENTITLED TF VENTURES, INC., MANUEL L. MORATO, ANTONIO L. TAN, JR., TRUMAN E. BECKER AND JOSE THOMAS D. BELDIA VS. THE COURT OF APPEALS, HON. SIMEON P.BALDILLO AND YOSHITSUGU MATSUURA, (G.R. NO. 141510, AUGUST 13, 2004) & TF VENTURES ET. AL. VS. YOSHITSUGU

MATSUURA ET. AL. (G.R. NO. 154177, JUNE 9, 2004) WHICH AFFIRMED PETITIONER'S 20% STOCKHOLDING.

C. DESPITE THE FACT THE PETITIONER HAS 20% SHARE, HE WAS NOT IMPEADED AS A PARTY TO THE REHABILITATION CASE AND HENCE, THE COURT HAS NO JURISDICTION OVER HIM.

II.

THE AFORESAID ORDER DATED 15 MARCH 2010 OF MAKATI RTC-BRANCH 149 IS NULL AND VOID AS IT WAS RENDERED WITHOUT JURISDICTION FOR FAILURE TO OBSERVE THE PROVISIONS OF R.A. NO. 4726, OTHERWISE KNOWN AS THE CONDOMINIUM LAW.

III.

THE ASSAILED ORDER IS NULL AND AVOID (sic) SINCE EXTRINSIC FRAUD WAS COMMITTED:

A. WHEN RESPONDENTS, BY THEIR FRAUDULENT COLLUSION, CONVEYED AND DISPOSED THE WHOLE ASSET (LAND AND HOTEL) OF RESPONDENT TF VENTURES, WITHOUT NOTIFYING AND SECURING THE APPROVAL OF PETITIONER, A STOCKHOLDER OWNING 20% OF THE AUTHORIZED CAPITAL STOCK OF THE CORPORATION.

B. WHEN THE WHOLE HOTEL PROJECT INCLUDING THE COMMON AREAS IN THE CONDOMINIUM PROJECT WAS SOLD, THEREBY DENYING TO PETITIONER, AS STOCKHOLDER AND MEMBER OF THE CONDOMINIUM CORPORATION, HIS RIGHT UNDER THE PROVISION OF R.A. NO. 4726.

IV.

RESPONDENT MORATO WHO SIGNED THE DEED IS NOT A STOCKHOLDER OF RECORD; HENCE, HIS ACTIONS IN CONVEYING THE HOTEL PROJECT ARE NULLITY. THE REHABILITATION COURT HAD THEREFORE GRAVELY ABUSED ITS DISCRETION AMOUNTING TO LACK OF JURISDICTION WHEN IT ISSUED THE ASSAILED ORDER.

V.

THE LOWER COURT LACKED JURISDICTION TO ORDER THE SALE, CONVEYANCE AND DISPOSITION OF THE CONDOMINIUM PROJECT (HOTEL) SINCE THIS WOULD RESULT TO THE DEMISE OF THE CONDOMINIUM CORPORATION, WITHOUT OBSERVING THE PROCEDURES REQUIRED BY LAW FOR ITS INVOLUNTARY DISSOLUTION, AMONG WHICH, IS A PRIOR NOTICE TO PETITIONER WHO IS A MAJOR STOCKHOLDER THERETO.”[9] (Emphasis and Italics were made in the original)

At the outset, contrary to petitioner's grounds II and V, respondent court exercised jurisdiction over the subject matter of the case.

In claiming that respondent court had no jurisdiction over the subject matter of the case, petitioner had argued as follows:

“Non-application of special law governing condominium ousts the rehabilitation court of its jurisdiction.

xxx Special law that governs the disposition of condominium was not observed by the rehabilitation court. Section 16 of Republic Act No. 4726 (otherwise known as AN ACT TO DEFINE CONDOMINIUM, AND GOVERN ITS INCIDENTS), provides:

Sec. 16. A condominium corporation shall not, during its existence, sell, exchange, lease or otherwise dispose of the common areas owned or held by it in the condominium, project unless authorized by the affirmative vote of all the stockholders or members.

xxx The court did not take into consideration this provision of law having approved the sale and disposition of the land and improvement without securing the affirmative vote of all stockholders, especially petitioner Matsuura. Hence, without the affirmative vote of all members, the rehabilitation court has no power to approve the sale of the condominium project. In other words, it has no jurisdiction to issue the assailed Order.

xxx TF Ventures is a condominium corporation as contemplated under Republic Act No. 4726. Respondent TF Ventures was envisioned to be a condominium corporation, the principal purpose for which is the construction and operation of a condominium hotel. In fact, the only project of TF Ventures was the construction of a condominium hotel. Thus, the court was bound to observe the exacting provision of Republic Act No. 4726 in the disposition of the entire project, which is the affirmative vote of all members, including petitioner, as required for the sale and conveyance of the project.

xxx

xxx The sale, conveyance and disposition of the entire condominium project (hotel) as enunciated in the assailed Order dated 15 March 2013 would have the effect of terminating the life of respondent TF Ventures, as a condominium corporation, considering that the condominium corporation will have no more condominium project to hold, use, and occupy.

xxx Without the condominium project, respondent TF Ventures is deemed dissolved, albeit involuntarily – the term of the condominium corporation being coterminous with the duration of the condominium project xxx

xxx

xxx The failure by the lower court to give to the petitioner, as indispensable party, the opportunity to controvert or oppose the subject Joint Motion to Approve Sale of Assets xxx did not vest to the lower court the jurisdiction to rule on the same. It has been ruled that 'a court's lack of jurisdiction over the subject matter cannot be waived by the parties or cured by their acquiescence or even express consent' xxx"[10] (Emphasis was made in the original)

Defeating petitioner's arguments however, is that as is the settled rule, "a court's jurisdiction over the subject matter of the action is conferred only by the Constitution or by statute"[11]. Here, the applicable law is not, as contended by petitioner, Republic Act No. 4726 ("R.A. No. 4726" for brevity), otherwise known as "An Act to Define Condominium, Establish Requirements for its Creation, and Govern its Incidents", but Republic Act No. 8799 ("R.A. No. 8799" for brevity), otherwise known as "The Securities Regulations Code", in relation to the Interim Rules on Corporate Rehabilitation[12].

To begin with, petitioner failed to provide evidentiary support that private respondent TF Ventures, Inc. was constituted as a condominium corporation under R.A. No. 4726. Petitioner merely alleged that private respondent TF Ventures, Inc. was "envisioned to be [a] condominium corporation"[13]. However, private respondent TF Ventures, Inc.'s own document attached as Annex "B", which was the corporation's General Information Sheet[14], revealed that the primary purpose for which the corporation was organized was for a "hotel and resort business"[15]. That same document also showed that there were only seven (7) stockholders[16].

Furthermore, no showing was made by petitioner that the ownership of shares of stocks in private respondent TF Ventures, Inc. also included the ownership of condominium units, which in turn, would support petitioner's claim that private respondent TF Ventures Inc. was a condominium corporation.[17] This is because the shares of stock in a condominium corporation are inseparable from the condominium units of such corporation or vice versa. That this is to be so, is in accordance with the Supreme Court's ruling in *Jacobus Bernhard Hulst vs. PR Builders, Inc.*[18], to wit:

“The law provides that no condominium unit can be sold without at the same time selling the corresponding amount of rights, shares or other interests in the condominium management body, the Condominium Corporation; and no one can buy shares in a Condominium Corporation without at the same time buying a condominium unit. xxx” (Emphasis Supplied)

Consequently, private respondent TF Ventures, Inc. was a corporation subject to the provisions of R.A. No. 8799 and the Interim Rules on Corporate Rehabilitation[19], which the proceeding below was. As such, jurisdiction over all those affected by the proceedings, such as over petitioner, contrary to petitioner's assigned ground I that he “was not duly notified or informed of the causes of such involuntary dissolution, thereby violating [his] right to due process and depriving [him] his property right as a stockholder of respondent TF Ventures”[20] - was acquired upon publication of the notice of the commencement of the proceedings in a newspaper of general circulation.[21]

That jurisdiction over all those affected by the rehabilitation proceedings was acquired upon publication of the notice of the commencement of the proceedings in a newspaper of general circulation is as provided for under Section 1, Rule 3 of the Interim Rules of Procedure on Corporate Rehabilitation, which states:

“Section 1. Nature of Proceedings. – Any proceeding initiated under these Rules shall be considered in rem. Jurisdiction over all those affected by the proceedings shall be considered as acquired upon publication of the notice of the commencement of the proceedings in any newspaper of general circulation in the Philippines in the manner prescribed by these Rules.

The proceedings shall also be summary and non-adversarial in nature. xxx” (Emphasis Supplied)

Thus, because the rehabilitation proceeding below was in rem, summary, and non-adversarial, then petitioner was bound by such proceeding in rem. Accordingly, whether or not he was one of the stockholders of private respondent TF Ventures, Inc., then contrary to petitioner's assigned grounds I and II, there was no need to notify petitioner in person.

That an in rem proceeding, such as the rehabilitation proceeding below, binds the entire world, was as declared by the Supreme Court in *Milagros M. Barco vs. Court of Appeals, et. al.*[22], to wit:

“xxx an action in rem, an action against a thing and not against a person. The decision on the petition binds not only the parties thereto but the whole world. An in rem proceeding is validated essentially through publication. Publication is notice to the whole world that the proceeding has for its object to bar indefinitely all who might be minded to make an objection of any sort against the right sought to be established. It is the publication of such notice that brings in the whole world as a party in the case and vests the court with jurisdiction to hear and decide it.” (Emphasis Supplied)

Given therefore the fact that the proceeding below was in rem, then, petitioner could not also properly argue in his assigned ground III that respondent court's issuance of the Order[23] dated March 15, 2010 was attended by “extrinsic fraud” on ground that petitioner was unlawfully deprived of being able to participate in the rehabilitation proceedings.

Petitioner had argued as follows:

“xxx The issuance of the assailed Order was attended by extrinsic fraud. Petitioner was EXCLUDED from the entire proceedings, and especially in the sale and conveyance of the land and hotel to the respondents. Respondents Morato, et al. in collusion with Prime Gaming succeeded in excluding petitioner from the dacion en pago arrangement which was granted by the respondent Judge in the Order dated March 15, 2010. Clearly, extrinsic fraud is present when thru the malicious machinations of the respondent Morato and other respondents: i) petitioner Matsuura was prevented to present (sic) protect his claim and interest in TF Ventures; ii) when he was not involved in the rehabilitation plan although he is a valid stockholder with a substantial holdings of 20% control of the company; iii) depriving petitioner of due process when he was excluded from the dacion en pago. Thus, petitioner was deprived of his interest/property rights in TF Ventures without due process of law in clear violation of the Bill of Rights.”[24] (Italics was made in the original)

However, because petitioner was deemed to have been notified by publication[25], then extrinsic fraud could not have been committed upon him.

Moreover, extrinsic fraud, in order to be availed of as a ground for an Action for Annulment of Judgment, refers to any fraudulent scheme of the prevailing litigant which prevented a party from having his day in court, as is pursuant to the Supreme Court's pronouncement in *Pablo T. Tolentino and Tempus Place Realty Management Corporation vs. Hon. Oscar Leviste, et. al.*[26], to wit:

“Under the Rule, an action for annulment of judgments may only be availed of on the following grounds: (1) extrinsic fraud and (2) lack of jurisdiction.

Extrinsic fraud refers to any fraudulent act of the prevailing party in the litigation which is committed outside of the trial of the case, whereby the unsuccessful party has been prevented from exhibiting fully his case, by fraud or deception practiced on him by his opponent. Fraud is regarded as extrinsic where it prevents a party from having a trial or from presenting his entire case to the court, or where it operates upon matters pertaining not to the judgment itself but to the manner in which it is procured. The overriding consideration when extrinsic fraud is alleged is that the fraudulent scheme of the prevailing litigant prevented a party from having his day in court.

Petitioners in this case did not allege nor present evidence of fraud or deception employed on them by the respondents to deprive them of opportunity to present their case to the court. xxx” (Emphasis Supplied)

Petitioner also failed to properly support by evidence, his allegation that “extrinsic fraud”, or that deception was employed on him by the respondents so as to properly consider him to have been deprived of the opportunity to present his case before respondent court.

If anything, petitioner should have earlier availed of remedies such as a New Trial, Appeal, Petition for Relief or other appropriate remedies, all of which petitioner was required to do, pursuant to Section 1, Rule 47 of the Rules of Court.[27]

Given petitioner's allegations, especially regarding his ownership of shares of stocks of private respondent TF Ventures, Inc., petitioner should have been aware or should have made himself aware of the developments of private respondent TF Ventures, Inc. Therefore, petitioner slept on his rights, and is in estoppel.

As to petitioner's ground IV that respondent court “gravely abused its discretion amounting to lack of jurisdiction”[28] in issuing its Order[29] dated March 15, 2010, such could not be a proper ground to annul respondent court's Order.[30] This is because an action for Annulment of Judgment can only be based on “extrinsic fraud” and “lack of jurisdiction” and can not prosper on the basis of “grave abuse of discretion.” This is as is pursuant to the following declaration of the Supreme Court in *Antonino vs. The Register of Deeds of Makati City and Tan Tian Su*:[31]

“xxx [A] petition for annulment of judgment can only be based on 'extrinsic fraud' and 'lack of jurisdiction' and cannot prosper on the basis of 'grave abuse of discretion'. By anchoring her petition on the alleged grave abuse of discretion that attended the dismissal of her complaint and the denial of her two (2) motions for reconsideration, Antonino, is, in effect, enlarging the concept of 'lack of jurisdiction'. As this Court previously clarified in *Republic of the Philippines v. 'G' Holdings, Inc.*, 'lack of jurisdiction' as a ground for the annulment of judgments pertains to lack of jurisdiction over the person of the defending party or over the subject matter of the claim. It does not contemplate 'grave abuse of discretion' considering that 'jurisdiction' is different from the exercise thereof. As ruled in *Tolentino v. Judge Leviste*:

Jurisdiction is not the same as the exercise of jurisdiction. As distinguished from the exercise of jurisdiction, jurisdiction is the authority to decide a cause, and not the decision rendered therein. Where there is jurisdiction over the person and the subject matter, the decision on all other questions arising in the case is but an exercise of the jurisdiction. And the errors which the court may commit in the exercise of jurisdiction are merely errors of judgment which are the proper subject of an appeal.” (Emphasis supplied)

The rule is settled that an action for Annulment of Judgment is “an extraordinary remedy, which is not to be granted indiscriminately by the court”[32]. This is especially so, considering that “[i]t is a recourse equitable in character and allowed only in exceptional cases.”[33]

For all these reasons, the Petition at bench was not shown to be *prima facie* meritorious[34], and, is therefore DENIED DUE COURSE.

SO ORDERED.

Dicdican (Chairperson) and Dimagiba,[*] JJ., concur.

[*] Vice J. Paredes per Office Order No. 34-14-RSF

[1] Rollo, pp. 3-30

[2] Rollo, pp. 32-38

[3] Rollo, pp. 6-12

[4] Rollo, pp. 32-38

[5] Rollo, pp. 37-38

[6] Rollo, pp. 3-30

[7] Rollo, p. 25

[8] Rollo, pp. 3-30

[9] Rollo, pp. 14-17

[10] Rollo, pp. 20-24

[11] *Philippine Amusement and Gaming Corporation (PAGCOR) vs. Fontana Development Corporation*, G.R. No. 187972, June 29, 2010; *Bank of the Philippine Islands vs. Eguardo Hong, et. al.*, G.R. No. 161771, February 15, 2012

[12] A.M. No. 00-8-10-SC dated November 21, 2000

[13] Rollo, p. 9

- [14] Rollo, p. 39
- [15] Rollo, p. 39
- [16] Rollo, p. 40
- [17] Jacobus Bernhard Hulst vs. PR Builders, Inc., G.R. No. 156364, September 25, 2008
- [18] G.R. No. 156364, September 25, 2008
- [19] A.M. No. 00-8-10-SC dated November 21, 2000
- [20] Rollo, p. 24
- [21] Rollo, p. 122
- [22] G.R. No. 120587, January 20, 2004
- [23] Rollo, pp. 32-38
- [24] Rollo, pp. 21
- [25] Rollo, p. 122
- [26] G.R. No. 156118, November 19, 2004
- [27] Section 1, Rule 47. Coverage. - This Rule shall govern the annulment by the Court of Appeals of judgments or final orders and resolutions in civil actions of Regional Trial Courts for which the ordinary remedies of new trial, appeal, petition for relief or other appropriate remedies are no longer available through no fault of the petitioner.
- [28] Rollo, pp. 16, 23.
- [29] Rollo, pp. 32-38
- [30] Rollo, pp. 32-38
- [31] G.R. No. 185663, June 20, 2012.
- [32] Andrew B. Nudo vs. Hon. Amado S. Caguioa, et. al., G.R. No. 176906, August 4, 2009
- [33] Republic of the Philippines vs. Technological Advocates for Agro-Forest Programs Association, Inc., G.R. No. 165333, February 9, 2010
- [34] Section 5, Rule 47

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