

ALLEGRO RESOURCES CORPORATION, PETITIONER, VS. MELINDA S. TOLENTINO, ET AL., RESPONDENTS.

Ponente: ENRIQUEZ, JR., J.

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ENRIQUEZ, JR., J.:

These are consolidated petitions for review under Rule 42 of the 1997 Rules of Civil Procedure, as amended, seeking to set aside the Order dated April 27, 2004 issued by the Regional Trial Court (RTC), Branch 71, Pasig City, in SCA Nos. 2433 to 2478, the pertinent portion of which reads:

“The motion for reconsideration filed by Atty. Leonardo, for all defendants except Lim, insofar as the issue of the excessiveness of the awarded back rentals, with its merit, is hereby GRANTED. The supplemental motion for reconsideration filed by Atty. Vicente, for defendant Lim, is also ALLOWED.

The questioned decision is hereby modified insofar as the award of damages or back rentals, attorney’s fees, interest and VAT is involved.

The dispositive portion of the Decision dated November 28, 2003 is, as MODIFIED, read (sic) as follows:

“WHEREFORE, judgment is hereby ordered (rendered) in favor of plaintiff and against the defendants:

- SETTING ASIDE the Consolidated Decision dated March 7, 2003, with costs of suit.
- ORDERING defendants and all persons claiming rights under them to vacate the respective stalls/premises they are occupying and to restore the peaceful possession to plaintiff.
- ORDERING the defendants to pay plaintiff the amount of P10,000.00 EACH, as and by way of attorney’s fees.
- ORDERING the following defendants to pay plaintiff the back rentals as of August 31, 2002 including the monthly rentals beginning September 1, 2002, without VAT, until they shall vacate the stalls/premises, thus:
 - MELINDA TOLENTINO – P120,000.00 plus P10,000.00 per month beginning September 1, 2002.
 - CORAZON REYNOSO – P120,000.00 plus P10,000.00 per month beginning September 1, 2002.
 - MA. THERESA JAURIGUE – P180,000.00 plus P15,000.00 per month beginning September 1, 2002.
P120,000.00 plus P10,000.00 per month beginning September 1, 2002 until April 30, 2003 when she vacated the stalls.
 - ZENAIDA SANANDANAN – P90,000.00 plus P7,500.00 per month beginning September 1, 2002 until April 30, 2003 when she vacated the stalls.
 - LORNA BULANADI – P270,000.00 plus P22,500.00 per month beginning September 1, 2002.
P180,000.00 plus P15,000.00 per month beginning September 1, 2002.
P300,000.00 plus P25,000.00 per month beginning September 1, 2002.

P330,000.00 plus P27,500.00 per month beginning September 2002 plus 5% VAT.

- ANNIE MACEDA – P725,753.67 plus P55,000.00 per month beginning September 1, 2002 plus P11,113.49 for unpaid utilities from February 16-May 15.
- AILEEN LOPEZ – P270,000.00 plus P22,500.00 per month beginning September 1, 2002.
- MA. THERESA SEKINE – P210,000.00 plus P22,500.00 per month beginning September 1, 2002.
- TAN KIN GUAN – P270,000.00 plus P22,500.00 per month beginning September 1, 2002.
- GREGORIA GOCHUICO – P90,000.00 plus P7,500.00 per month beginning September 1, 2002.
- MANUEL ANGELES – P80,000.00 per month beginning September 1, 2002 until December, 2002 when he vacated the stalls.
- CONCEPCION GOHU – P240,000.00 plus P20,000.00 per month beginning September 1, 2002.
- BELINDA PAMINTUAN – P120,000.00 plus P10,000.00 per month beginning September 1, 2002.
- MARIANO PACIOLES, JR. – P330,000.00 plus P27,500.00 per month beginning September 1, 2002.
- CARLA CASTAÑEDA – P240,000.00 plus P20,000.00 per month beginning September 1, 2002 until April 30, 2003 when she vacated the stalls.
- JEAN YAO – P170,000.00 plus P10,000.00 per month beginning September 1, 2002.
- LEOPOLDO MANGUBAT – P371,976.17 plus P25,000.00 per month beginning September 1, 2002.
- MELVIN BALCITA – P330,000.00 plus P27,500.00 per month beginning September 1, 2002.
- LOURDES VILLARAZA – P120,000.00 plus P10,000.00 per month beginning September 1, 2002.
- MARYANN HERNANDEZ – P120,000.00 plus P10,000.00 per month beginning September 1, 2002.
- CRISTINA YU – P150,000.00 plus P12,500.00 per month beginning September 1, 2002.
- ROSARIO (sic) APOLONIO – P120,000.00 plus P10,000.00 per month beginning September 1, 2002.
- MICHAEL MARTINEZ – P120,000.00 plus P10,000.00 per month beginning September 1, 2002.
- ARIEL MARALIT – P120,000.00 plus P10,000.00 per month beginning September 1, 2002.
- ARTHUR PAMINTUAN – P150,000.00 plus P10,000.00 per month beginning September 1, 2002.
- ALBERTO FRANCISCO – P150,000.00 plus P12,500.00 per month beginning September 1, 2002 until April 30, 2003 when she vacated the stalls.
- JENNIFER ENRIQUEZ – P330,000.00 plus P27,500.00 per month beginning September 1, 2002.
- JULIET PAMINTUAN – P150,000.00 plus P2,500.00 per month beginning September 1, 2002.
- ANNA LAO – P15,000.00 for two (2) months as she vacated the premises in October, 2001.
- WILHELMINA ALCANTARA – P90,000.00 plus P7,500.00 per month beginning September 1, 2002.
- ELIZABETH PAMINTUAN – P270,000.00 plus P22,500.00 per month beginning September 1, 2002.
- EDUARDO ONG – P180,000.00 plus P15,000.00 per month beginning September 1, 2002.
- FLOREN REYES – P120,000.00 plus P10,000.00 per month beginning September 1, 2002.

- FLORITA PAMINTUAN – P150,000.00 plus P12,500.00 per month beginning September 1, 2002.
- ZENAIDA YUMANG – P240,000.00 plus P20,000.00 per month beginning September 1, 2002.
- WILLIAM LIM – P103,511.20 as he already vacated his stall as of February 26, 2002.

Counterclaims are hereby DISMISSED for lack of merit.

SO ORDERED.”

The facts of the case as culled from the records are as follows:

Ortigas & Company Limited Partnership (hereafter Ortigas) is the owner of a commercial building known as the Greenhills Shoppesville Arcade (GSA) situated at Greenhills, San Juan, Metro Manila.

On September 3, 2001, Allegro Resources Corporation (hereafter Allegro) and Ortigas entered into a contract of lease involving the entire GSA. Said contract of lease has a term of three (3) years from September 1, 2001 until December 31, 2004.

Pursuant to the said lease contract, Ortigas informed the stallholders who are members of Greenhills Shoppesville Unit Lessees Association, Inc. (GSULAI) that it was awarding the lease to Allegro. The herein 36 stallholders (collectively referred to as private respondents) refused to recognize Allegro as the new lessee and likewise refused and failed to pay their monthly rentals to Allegro.

In view thereof, Allegro demanded private respondents to vacate the leased premises and to pay the sub-lease rentals. Said demand was unheeded with the private respondents remaining in possession of the leased premises. As such, a complaint for ejectment was filed against them. In its complaint, Allegro sought the eviction of herein private respondents, payment of unpaid sub-lease rentals plus 10% VAT and attorney’s fees.

The several ejectment cases were consolidated before the Metropolitan Trial Court (MeTC), Branch 57, San Juan, Metro Manila. After due proceedings, on March 7, 2003, the MeTC rendered its consolidated decision, the dispositive portion of which reads:

“WHEREFORE, viewed from the foregoing premises, judgment is hereby rendered DISMISSING the above-entitled cases.

The counterclaims of defendants are likewise dismissed for failure to prove the same.

No pronouncement as to costs.

SO ORDERED.”

On appeal, the RTC-Branch 71, Pasig City, rendered its decision dated November 28, 2003, the dispositive portion of which reads:

“WHEREFORE, judgment is hereby ordered in favor of plaintiff and against the defendants:

- SETTING ASIDE the Consolidated Decision dated March 7, 2003, with costs of suit.
- ORDERING defendants and all persons claiming rights under them to vacate the respective stalls/premises they are occupying and to restore the peaceful possession to plaintiff.
- ORDERING the defendants to pay plaintiff the amount of P50,000.00 EACH, as and by way of attorney’s fees.
- ORDERING the following defendants to pay plaintiff the enumerated back rentals as of AUGUST 2002 with

12% legal rate of interest per annum from November 28, 2003 including the monthly rentals/charges plus 5% VAT beginning SEPTEMBER 2002 until they finally vacate the premises, thus:

- MELINDA TOLENTINO - P297,580.94 plus P20,000.00 per month beginning September, 2002 plus 5% VAT.

- CORAZON REYNOSO – P297,580.94 plus P20,000.00 per month beginning September, 2002 plus 5% VAT.

- MA. THERESA JAURIGUE – P297,580.94 plus P20,000.00 per month beginning September, 2002 plus 5% VAT.

P446,371.42 plus P20,000.00 per month beginning September, 2002 plus 5% VAT.

- ZENAIDA SANANDANAN – P223,185.71 plus P15,000.00 per month beginning September, 2002 plus 5% VAT.

- LORNA BULANADI – P613,313.77 plus P45,000.00 per month beginning September, 2002 plus 5% VAT.

P446,371.42 plus P30,000.00 per month beginning September, 2002 plus 5% VAT.

P618,967.14 plus P50,000.00 per month beginning September, 2002 plus 5% VAT.

P755,854.98 plus P55,000.00 per month beginning September, 2002 plus 5% VAT.

- ANNIE MACEDA – P725,753.67 plus P55,000.00 per month beginning September, 2002 plus 5% VAT plus P11,113.49 for unpaid utilities from February 16-May 15.

- AILEEN LOPEZ – P669,557.13 plus P45,000.00 per month beginning September, 2002 plus 5% VAT.

- MA. THERESA SEKINE – P520,766.65 plus P35,000.00 per month beginning September, 2002 plus 5% VAT.

- TAN KIN GUAN – P669,557.13 plus P45,000.00 per month beginning September, 2002 plus 5% VAT.

- GREGORIO GOCHUICO – P223,185.71 plus P15,000.00 per month beginning September, 2002 plus 5% VAT.

- MANUEL ANGELES – P156,416.93 plus P40,000.00 per month beginning September, 2002 plus 5% VAT.

- CONCEPCION GOHU – P595,161.89 plus P40,000.00 per month beginning September, 2002 plus 5% VAT.

- BELINDA PAMINTUAN – P297,580.94 plus P20,000.00 per month beginning September, 2002 plus 5% VAT.

- MARIANO PACIOLES, JR. – P818,347.60 plus P55,000.00 per month beginning September, 2002 plus 5% VAT.

- CARLA CASTAÑEDA – P595,161.89 plus P40,000.00 per month beginning September, 2002 plus 5% VAT.

- JEAN YAO – P297,580.94 plus P20,000.00 per month beginning September, 2002 plus 5% VAT.

- LEOPOLDO MANGUBAT – P371,976.17 plus P25,000.00 per month beginning September, 2002 plus 5% VAT.

- MELVIN BALCITA – P818,347.60 plus P55,000.00 per month beginning September, 2002 plus 5% VAT.

- LOURDES VILLARAZA – P297,580.94 plus P20,000.00 per month beginning September, 2002 plus 5% VAT.

- MARYANN HERNANDEZ – P297,580.94 plus P20,000.00 per month beginning September, 2002 plus 5% VAT.
- CRISTINA YU – P334,778.57 plus P20,000.00 per month beginning September, 2002 plus 5% VAT.
- ROSAURO APOLONIO – P297,580.94 plus P20,000.00 per month beginning September, 2002 plus 5% VAT.
- MICHAEL MARTINEZ – P297,580.94 plus P20,000.00 per month beginning September, 2002 plus 5% VAT.
- ARIEL MARALIT – P297,580.94 plus P20,000.00 per month beginning September, 2002 plus 5% VAT.
- ARTHUR PAMINTUAN – P371,976.17 plus P25,000.00 per month beginning September, 2002 plus 5% VAT.
- ALBERTO FRANCESCO – P371,976.71 plus P25,000.00 per month beginning September, 2002 plus 5% VAT.
- JENNIFER ENRIQUEZ – P818,347.60 plus P55,000.00 per month beginning September, 2002 plus 5% VAT.
- JULIET PAMINTUAN – P371,976.17 plus P25,000.00 per month beginning September, 2002 plus 5% VAT.
- ANNA LAO – P41,404.48 plus P15,000.00 per month beginning September, 2002 plus 5% VAT.
- WILHELMINA ALCANTARA – P223,185.71 plus P15,000.00 per month beginning September, 2002 plus 5% VAT.
- ELIZABETH PAMINTUAN – P669,557.13 plus P45,000.00 per month beginning September, 2002 plus 5% VAT.
- EDUARDO ONG – P446,371.42 plus P20,000 per month beginning September, 2002 plus 5% VAT.
- FLOREN REYES – P297,580.94 plus P20,000.00 per month beginning September, 2002 plus 5% VAT.
- FLORITA PAMINTUAN – P371,976.17 plus P25,000.00 per month beginning September, 2002 plus 5% VAT.
- ZENAIDA YUMANG – P297,580.94 plus P20,000.00 per month beginning September, 2002 plus 5% VAT.
- WILLIAM LIM – P103,511.20 plus P15,000.00 per month beginning September, 2002 plus 5% VAT.

Counterclaims are hereby DISMISSED for lack of merit.

SO ORDERED.”

Private respondents’ Motion for Reconsideration was granted in so far as the issue on excessive back rentals. The RTC’s Decision dated November 28, 2003 was modified in the assailed Order in the terms earlier set forth. Petitioners Allegro and William Lim appealed said Order to this court by way of petition for review under Rule 42 of the Rules.

Petitioner Allegro raises the following issues:

I

IN THE ASSAILED ORDER, THE HONORABLE REGIONAL TRIAL COURT ERRED WHEN IT REDUCED THE AWARD OF DAMAGES (MONTHLY RENTALS) AND BACK RENTALS AS WELL AS

WHEN IT DELETED THE IMPOSITION OF 5% VALUE ADDED TAX (VAT) AND THE 12% LEGAL RATE OF INTEREST PER ANNUM USING AS BASIS ONLY THE PRAYER OF THE RESPONDENTS AS CONTAINED IN THEIR MOTION FOR RECONSIDERATION (ANNEX “J”, HEREOF).

II

IN THE ASSAILED ORDER, THE HONORABLE REGIONAL TRIAL COURT ERRED WHEN IT REDUCED THE AWARD OF ATTORNEY’S FEES.

III

IN THE ASSAILED ORDER, THE HONORABLE REGIONAL TRIAL COURT ERRED WHEN IT DID NOT CORRECT A MERE TYPOGRAPHICAL ERROR IN THE DISPOSITIVE PORTION OF ITS DECISION DATED NOVEMBER 28, 2003 WHEN IT FAILED TO INCLUDE THEREIN THE AWARD OF DAMAGES AND BACK RENTALS PERTAINING TO UNIT 59/60/61 (LEVEL A) OCCUPIED BY RESPONDENT MELVIN BALCITA AND TO UNITS 19 (RED LANE, LEVEL C) and 70H (WHITE LANE, LEVEL C) BOTH OCCUPIED BY ARTHUR PAMINTUAN.

On the other hand, petitioner Lim anchored its petition on the following issues:

I

THE HONORABLE REGIONAL TRIAL COURT COMMITTED A SERIOUS ERROR OR INADVERTENCE OF FACT WHEN IT FAILED TO MODIFY THE IMPOSITION OF BACK RENTALS AGAINST THE PETITIONER HEREIN WHOM IT EARLIER FOUND EQUALLY SITUATED WITH HIS OTHER CO-RESPONDENTS/SUB-LESEES.

II

THE HONORABLE REGIONAL TRIAL COURT COMMITTED A SERIOUS ERROR OF FACT AND LAW WHEN IT FOUND THAT ALLEGRO HAS A CAUSE OF ACTION AGAINST THE SUB-LESSEES, RESPONDENTS BEFORE IT, INCLUDING THE PETITIONER HEREIN, FOR UNLAWFUL DETAINER.

III

THE HONORABLE REGIONAL TRIAL COURT COMMITTED A SERIOUS ERROR OF FACT AND LAW WHEN IT RULED THAT IMPLIED NEW LEASE OR “TACITA RECONDUCCION” DOES NOT APPLY.

IV

THE HONORABLE REGIONAL TRIAL COURT COMMITTED A SERIOUS ERROR OF FACT AND LAW WHEN IT AWARDED P10,000.00 FOR EACH RESPONDENTS’ ATTORNEY’S FEES TO ALLEGRO WITHOUT ANY BASIS THERETO.

The issues being interrelated will be discussed jointly.

Petitioner Lim faulted the RTC for failing to consider Allegro’s lack of cause of action to file the case for unlawful detainer the latter not having prior physical possession of the subject premises.

We disagree.

The RTC ruled:

“In unlawful detainer, one lawfully withholds possession thereof after expiration or termination of his right to hold possession under any contract, express or implied (Times Broadcasting Network v. Court of Appeals, 274 SCRA 366, 378) as prior physical possession is not indispensable (Jimenez v. Patricia, Inc., 340 SCRA 525,

532), for plaintiff need not be in prior physical possession (Rodil Enterprises, Inc v. Court of Appeals, 371 SCRA 79, 93).

x x x x x

The Court agrees with ALLEGRO that it had actual/prior physical possession of the leased properties when the instant case were instituted and brought against defendants under Article 531 of the New Civil Code that “(P)ossession is acquired by the material occupation of a thing or the exercise of a right, or by the fact that it is subject to the action of our will, or by the proper acts and legal formalities established for acquiring such right”.

The Supreme Court ruled that “(B)y the execution of the Lease Agreement, there was constructive transfer of possession of the incorporeal rights of petitioner over the leased premises to private respondent” (Roman Catholic Archbishop of Manila v. Court of Appeals, 269 SCRA 145, 151).

ALLEGRO has acquired possession of the leased premises when ORTIGAS executed in its favor the Contract of Lease dated September 3, 2001 for a term from September 1, 2001 until September 31, 2004.

Illegal detainer consists in withholding by a person from another of the possession of a land or building to which the latter is entitled after the expiration or termination of the former’s right to hold possession by virtue of a contract, express or implied (De Leon v. Court of Appeals, (Special Second Division) 245 SCRA 166, 173).

x x x x x x x

Considering that defendants have been unlawfully withholding the possession of the leased stalls from ALLEGRO pursuant to the Contract of Lease dated September 3, 2001 it executed with ORTIGAS, the lawful owner of the 5,514-square meter lot where the Greenhills Shoppesville Arcade (GSA) is built, as legal and rightful possessor of the entire GSA including all stalls occupied by defendants, ALLEGRO has the legal right to bring and institute the case for unlawful detainer (Asset Privation Trust v. Court of Appeals, 229 SCRA 627, 636) (Decision dated November 28, 2003, pp. 18-21).”

In this regard, the invocation of tacita reconduccion is without sufficient basis. The facts of this case as found by the RTC clearly show that there was no implied renewal but instead an express termination of the contracts of lease.

“As the rights of defendants over the leased stalls are subrogated to the rights of LA PAZ, as lessee, they lost whatever rights they have over the same when the Contract of Lease dated October 10, 1975 executed by LA PAZ and ORTIGAS, as lessor, had expired on December 31, 2000.

And, one whose stay, like that of petitioner, is merely tolerated becomes a deforciant illegally occupying the land the moment he is required to leave (Odsigue v. Court of Appeals, 233 SCRA 626, 631).

The possession of the leased premises by the defendants-sublessees after the expiration of the Contract of Lease dated October 10, 1975 on December 31, 2000 for 25 years cannot be based on an implied new lease or tacita reconduccion under Article 1670 of the Civil Code.

As defendants have no previous contract of lease with ORTIGAS and the Contract of Lease dated October 10, 1975 is between ORTIGAS, as lessor, and LA PAZ, as lessee, which Contract of Lease has expired on December 31, 2000, implied new lease or tacita reconduccion does not apply.

Defendants remain as deforciant illegally occupying the leased properties and continuously withholding possession after the expiry term of the contract of lease on December 31, 2000.

Defendants’ contracts as sublessees with LA PAZ, as lessee, in the Contract of Lease dated October 10, 1975

with ORTIGAS, as lessor, do not survive when the term of the original Contract of Lease expired on December 31, 2000.

The rights of the defendants to continue in possession of the leased premises as sublessees have ceased on the expiry date of the contract of lease on December 31, 2000 (Decision dated November 28, 2003, pp. 21-22)."

There was no acquiescence on the part of ORTIGAS to private respondents' continued stay in the subject property. On the contrary, ORTIGAS expressly informed them that it was not renewing the lease. Thus:

"The Contract of Lease dated October 10, 1975 executed between Ortigas & Company (ORTIGAS for short), as lessor, and La Paz Investment & Realty Corporation (LA PAZ for short), as lessee, for a term of 25 years commencing January 1, 1976 had expired on December 31, 2000. The Contract of Lease pertains to Lot 1, Psd-79268 with an area of 5,514 square meters situated in San Juan, Rizal.

On September 3, 2001, ORTIGAS and ALLEGRO executed a Contract of Lease on the same parcel of land with improvement known as Shoppesville Arcade situated at the Greenhills Shopping Center (GSC) in San Juan, Metro Manila, for the term from September 1, 2001 until December 31, 2004.

On April 12, 1999, the Greenhills Shoppesville Unit Lessees' Association, Inc., thru its president Miguel R. Paterno, wrote a letter to Atty. Rafael Ortigas, Jr., president of ORTIGAS, calling the attention of the latter on the expiration of the lease on December 31, 2000 and asking that it be renewed for another five (5) years until December 31, 2005.

On June 24, 1999, ORTIGAS wrote its reply to Mr. Miguel Paterno stating that "we cannot grant your request for an extension of your lease".

And, in another letter of ORTIGAS dated August 30, 2001 to PATERNO, the former decided to award the lease of the Shoppesville Arcade to ALLEGRO (Decision dated November 28, 2003, pp.18-19)".

The back rentals due from private respondents Melvin Balcita and Arthur Pamintuan can no longer be modified. As aptly put by the RTC:

"On defendants Melvin Balcita in SCA No. 2450 and Arthur Pamintuan in SCA No. 2467, plaintiffs' supplemental comment (to defendants' motion for reconsideration) could only be NOTED, for the reglementary period 15-day period to file a motion for reconsideration or appeal already expired without filing the same (Order dated April 27, 2004, p. 3)."

Interest on back rentals should be imposed. The back rentals in this case being equivalent to a loan or forbearance of money, the interest due thereon is 12% per annum from October 23, 2001, the date of extrajudicial demand, until fully paid (Catungal vs Hao, 355 SCRA 29).

It is settled that no premium should be placed on the right to litigate and not every winning party is entitled to an automatic grant of attorney's fees. In this case, since Allegro was compelled to engage the services of a counsel and incur expenses to protect its rights and interests over the subject property, it is but just and equitable to award attorney's fees (Tanay Recreation Center and Devt Corp vs Fausto, 455 SCRA 436). Nevertheless, a lawyer must charge only fair and reasonable fees. Under the circumstances, the award of P10,000.00 as attorney's fees to be collected from each of the private respondent does not appear to be reasonable and just. What is equitable and reasonable therefore, is P100,000.00 to cover all the private respondents-stall holders.

On the reduction of the back rentals, we agree with the ruling of the RTC, thus:

"On the fifth issue involving the awarded damages on back rentals being excessive, x x x x, defendants assert that the "amounts awarded by this Honorable Court are not the amounts being claimed by the plaintiff in the billing statements which were submitted by it to the trial court."

To bolster their claims, defendants submitted the billing statements for September/October, 2001 sent and received by them supported by their sworn statements on reconsideration to show the big disparity between the rentals being actually charged and the ones being claimed by plaintiff including subsequent rentals beginning September 1, 2002 until defendants would vacate the occupied premises of stalls.

Convinced of the wide margin or big difference of the rentals rates, the court, in the interest of a broader justice, allows to have a second look on the supposed award of excessive back rentals imposed upon and charged against all the defendants (Order dated April 27, 2004, p. 3)."

The RTC likewise did not err in deleting the 5% VAT. Allegro is the entity burdened to pay the VAT pursuant to the general rule that any person who leases properties should be subject to VAT (Section 105, National Internal Revenue Code, as amended) in the rate provided for under Section 108 of the same Code.

WHEREFORE, premises considered, the petition is hereby GRANTED. The assailed Order is MODIFIED as follows:

(a) Private respondents are hereby ordered to pay the legal interest on back rentals at the rate of 12% interest per annum from October 23, 2001, the date of extrajudicial demand, until the back rentals are fully paid.

(b) The award of attorney's fees is hereby reduced to P100,00.00.

SO ORDERED.

Jacinto, (Chairman) and De Leon, JJ., concur.

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