

**MANILA BAY DEVELOPMENT CORPORATION, PETITIONER, VS.
REGIONAL TRIAL COURT OF PARAÑAQUE CITY, BRANCH 274,
PRESIDED BY JUDGE FORTUNITO L. MADRONA, AND UNIWIDE
HOLDINGS, INC., RESPO...**

Ponente: ZALAMEDA, R.V., J.

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ZALAMEDA, R.V., J.:

This disposes of the following cases consolidated before this Court, to wit:

- The Petition for Certiorari (with Urgent Application for the Issuance of a Temporary Restraining Order and/or Writ of Preliminary Injunction) under Rule 65, docketed as CA-G.R. SP No. 126858[1] entitled, "Manila Bay Development Corporation vs. Hon. Fortunato L. Madrona," which assails the twin Orders dated 23 April 2012 and 18 July 2012 of the public respondent, the Hon. Fortunato Madrona. The said respondent denied Manila Bay Development Corporation's Motion for Inhibition and to Suspend Proceedings and granted Uniwide's Motion to Set Case for Ex-Parte Hearing for Further Reception of Plaintiff's Evidence, and denied the motion for reconsideration filed by MBDC thereon; and
- The Petition for Certiorari (with Urgent Application for the Issuance of a Temporary Restraining Order and/or Writ of Preliminary Injunction) under Rule 65, docketed as CA-G.R. SP No. 126938[2] entitled, "Manila Bay Development Corporation vs. Hon. Fortunato L. Madrona," assailing the Order[3] dated 13 August 2012 of the same public respondent who denied MBDC's Motion to Set Aside Order of Default and to Admit Attached Answer.
- The Appeal filed by Manila Bay Development Corporation[4] from the Decision[5] dated 19 November 2012 of Branch 274, Regional Trial Court of Parañaque City[6] in Civil Case No. 11-0060 entitled, "Uniwide Holdings, Inc., Plaintiff, versus Manila Bay Development Corporation, Defendant," for reformation of contract, and docketed as CA-G.R. CV No. 100155;

The facts, as borne by the records of the case, are as follows:

Manila Bay Development Corporation,[7] a domestic corporation, is the registered owner of the land located in the Central Business Park, Reclamation Area, Parañaque City, previously known as the "Manila Coastal Road Reclamation Project." [8]

Sometime in the early 1990s, Jimmy Gow[9] was persuaded by MBDC, through its President, George Chua,[10] to build a shopping mall complex on the subject property upon the assurance that a commercial and business center shall be built thereon, including the World Trade Center.[11] Thus, on 18 August 1992, MBDC and Gow entered into a contract of lease[12] over a twenty (20)-hectare portion of the property for the construction of the shopping mall.

Two (2) years later, a new lease contract[13] was offered by MBDC to Gow, reducing the space to be leased from twenty (20) hectares to ten (10) hectares. The lease contract was for a period of twenty (20) years from 01 April 1994 until 31 March 2014 with the lease rate starting from fifteen (P15.00) pesos per square meter, with ten (10)

percent cumulative increase per annum. It was signed by the parties on 26 January 1994[14] on the same representation by MBDC for the property to form part of a commercial and business center in an integrated and controlled development project.[15]

Subsequently thereafter, Gow assigned[16] the second lease contract to Uniwide Holdings, Inc.,[17] a member of the Uniwide Group of Companies, which continued the construction of the shopping mall, to be known as the Uniwide Coastal Mall.[18]

In 1996, MBDC informed UHI that a major road shall be constructed on the leased property encroaching on the shopping mall being built thereon. This prompted the execution of a Supplemental Agreement[19] amending the terms of the second lease contract, which included provisions in cases of expropriation, payment of air rights lease[20] and extension of the lease contract for another year, or until 2015.

In its Complaint, UHI claimed that the construction of the major road, Boulevard 2000, later renamed as Macapagal Avenue, caused a drastic change in the design and engineering plans of the mall leading to the protracted delay of more than two (2) years in its construction. It triggered significant losses to UHI considering that it was forced to return some four hundred million (P400,000.000.00) pesos to its investors who withdrew their investments due to the delay and design changes.

Compounded with the Asian financial crisis in 1997, the losses incurred arising from the said delay and changes in the construction of the mall prompted UHI to commence rehabilitation proceedings before the Securities and Exchange Commission.[21] A Stay Order was subsequently issued by the SEC suspending all claims, actions and proceedings against UHI, and a rehabilitation plan was approved.[22]

Sometime in 2005, UHI began to default in the payment of its monthly rentals to MBDC. Gow and UHI tried to re-negotiate the terms of the second lease contract and its supplemental agreement, so that at the very least, the initial rental payment be maintained sans the incremental annual increase. However, pending negotiations, MBDC sent a demand letter to UHI for it to vacate the leased premises in July 2009.

MBDC initiated arbitration proceedings before the Philippine Dispute Resolution Center, Inc.,[23] praying that UHI be ordered to vacate the property and to remove all its improvements thereon. By way of reply, UHI manifested that it cannot comply with the request for arbitration considering that its rehabilitation case was still pending.[24]

On 19 March 2010, MBDC filed a Complaint[25] for unlawful detainer and collection of unpaid rentals, among others, against UHI before the Metropolitan Trial Court of Parañaque. In its Answer, UHI maintained its position regarding the change in circumstances to justify the reformation of the lease contract.[26]

In a Decision[27] dated 28 September 2010, the MeTC ordered UHI to: (1) vacate the leased premises; (2) pay accrued rentals and liquidated damages from 01 April 2005 to 30 September 2010 in the total amount of seven hundred fifteen million seven hundred thirty-eight thousand five hundred (P715,738,500.00) pesos with legal interest; (3) pay reasonable rental at the rate of fifty-six pesos 88/100 (P56.88) per square meter per month or five million six hundred eighty-eight thousand (P5,688,000.00) pesos per month from 01 October 2010 up to the time the leased premises is actually vacated; and (4) pay attorney's fees in the amount of twenty thousand (P20,000.00) pesos.

On appeal, the Regional Trial Court of Parañaque City reversed the MeTC in its Decision[28] dated 14 July 2011 and dismissed the ejectment complaint for lack of merit. The Court of Appeals later on reversed the RTC Decision via its Decision[29] dated 02 October 2012.

In the meantime, UHI filed in February 2011 a Complaint[30] for reformation of contract before the RTC of Parañaque City (now the subject of the Appeal), arguing that circumstances subsequent to the execution of the lease contracts, e.g., no commercial complex was built on the property contrary to the representation, the construction of a major road cutting through the shopping mall caused inordinate delays, and the rehabilitation of UHI, among others, rendered the original obligations so difficult and inequitable as to be manifestly beyond the contemplation of the parties. Thus, UHI prayed that the second lease contract and Supplemental Agreement be reformed by: (1) reducing the monthly rental by at least thirty (30) percent; (2) deleting the stipulated yearly increase in rentals; and (3) extending the term of the lease contract for another five (5) years.[31]

Instead of filing its Answer, MBDC filed a Motion to Dismiss[32] on the grounds of prescription, laches and failure to state a cause of action. The same, however, was denied by the RTC in the Order[33] dated 01 August 2011. Eleven (11) days after receipt[34] of the RTC's order of denial or on 26 September 2011, MBDC filed its Motion for Reconsideration.[35]

Pending resolution of MBDC's Motion for Reconsideration, UHI filed a Motion (1) To Declare Defendant in Default and (2) To Render Judgment Based Solely on the Complaint or an Ex parte Presentation of Evidence.[36] The RTC, in an Order[37] dated 13 December 2011, jointly resolved the parties' respective motions. It granted UHI's motion, thereby declaring MBDC in default and rendering as moot the latter's Motion for Reconsideration.

Subsequently thereafter, an ex parte hearing commenced on 26 January 2012 with UHI presenting three (3) witnesses, namely: Adalia Pelayo, its bookkeeper, Gow, and Atty. Joseph Sagondoy, Jr.[38]

MBDC filed its Motion to Set Aside Default and to Admit Attached Answer[39] dated 24 January 2012. MBDC likewise filed a Motion for Inhibition and to Suspend Proceedings[40] dated 10 February 2012 and a Supplemental Motion for Inhibition.[41] The RTC, however, denied the same in an Order[42] dated 23 April 2012. The decretal portion reads:

"X x x

Accordingly, therefore, finding no merit in the Motion for Inhibition, the said Motion is denied.

With the denial, the other pending incident, which is the "Motion to Set Case for Ex-Parte Hearing for Further Reception of Plaintiff's Evidence" filed by plaintiff and which was ordered held in abeyance per Order dated March 20, 2012, is now allowed as the Court hereby grants the motion. Let then the further reception of evidence ex-parte continue.

SO ORDERED.

X x x"[43]

The RTC denied the Motion for Reconsideration filed by MBDC in an Order[44] dated 18 July 2012:

"X x x

As the Court finds no convincing reason to reconsider the Order dated April 12, 2012, the Motion for Reconsideration is thus accordingly denied.

Let then the ex-parte proceedings continue while the other incident, the Motion to Set Aside Order of Default is now submitted for resolution.

SO ORDERED.

X x x"[45]

Feeling aggrieved, MBDC filed the first Petition for Certiorari, docketed as CA-G.R. SP No. 126858.[46]

A month after the RTC rendered its Order dated 18 July 2012, it disposed of MBDC's earlier Motion to Set Aside Default and to Admit Attached Answer.[47] The RTC ruled against MBDC in an Order[48] dated 13 August 2012:

"X x x

WHEREFORE, for lacking merit, the Motions To Set Aside Order of Default is denied, its accompanying answer ordered to be expunged from the records of the case.

SO ORDERED.

X x x"[49]

Stunned by the RTC's denial to set aside the order of default, MBDC directly filed before the Court of Appeals its second Petition for Certiorari, docketed as CA-G.R. SP No. 126938,[50] claiming that the RTC's Order, through the respondent Judge, is a patent nullity.

A few months after the first and second petitions for certiorari were filed before the Court of Appeals, the RTC, on 19 November 2012, issued the assailed Decision,[51] a judgment by default, finding that "exceptional changes in the circumstances exist" to warrant the reformation of the lease contracts, namely; MBDC's misrepresentations on a business center to be developed in the area, the unforeseen construction of the Macapagal Avenue, and the Asian Financial Crisis, were considered by the RTC as "inequitable conduct or accident" entitling UHI to equitably seek the reformation of the lease contracts.

The dispositive portion of the Decision reads:

"X x x

WHEREFORE, the foregoing duly considered, judgment is hereby rendered for the plaintiff and against the defendant as follows:

(1)

Ordering the lease contract between the defendant as Lessor and the plaintiff as Lessee over the property belonging to the defendant located at the Central Business Park II Complex, Roxas Boulevard, Parañaque City, covered by Transfer Certificates of Title No. 86167 and No. 86168 issued by the Registry of Deeds of Parañaque City, with a land area of 100,000 square meters as per Supplemental Agreement executed by the parties on February 14, 1996, be reformed as it is hereby accordingly reformed as follows:

a)

the monthly rental for the 100,000 square meters land area of defendant reckoned to start on October 1, 1995 shall remain at P15.00 per square meter, with no adjusted yearly increase;

b)

the air rights rentals shall be deemed deleted;

c)

the expiry date of the lease shall now be September 30, 2020, with a renewable period of five (5) years after expiration as herein reformed with the same terms as the reformed contract of lease.

(2)

Costs of suit.

SO ORDERED.

X x x"[52]

On 27 December 2012, MBDC filed a Notice of Appeal Ad Cautelam (Re: Decision dated 19 November 2012),[53] now docketed as CA-G.R. CV No. 100155. The Notice of Appeal was filed ad cautelam and without prejudice to the two (2) petitions assailing the orders of the RTC which (1) declared defendant in default and (2) denied its Motion for Inhibition and to Suspend Proceedings.

All the three (3) cases; first Petition, second Petition, and the Appeal, filed by MBDC before this Court were raffled off to different Associate Justices and proceeded upon their respective completion of records.

Thereafter, on 25 July 2014, the Tenth Division of the Court rendered a Decision[54] on the first Petition in CA-G.R. SP No. 126858 dismissing the same:

"X x x

Considering that the voluntary inhibition is primarily a matter of conscience and discretion on the part of the public respondent judge, and petitioner MBDC failed to show extrinsic evidence of partiality, bias and preference, we find no reason to reverse the first assailed Order denying petitioner MBDC's Motion for Inhibition.

We DISMISS the Petition for Certiorari filed by Manila Bay Development Corporation.

IT IS SO ORDERED.

X x x"[55]

On 08 August 2014, the Sixteenth Division of the Court issued a Resolution[56] consolidating the second Petition to the Appeal which is assigned to the undersigned ponente. Subsequently, based on the said Resolution consolidating the second Petition and the Appeal, the Tenth Division of the Court likewise rendered a Resolution[57] dated 18 September 2014 consolidating the first Petition with the two (2) cases pending before the undersigned ponente.

Per verification,[58] no motion for reconsideration has been filed by MBDC on the Decision dated 25 July 2014 issued by the Tenth Division in CA-G.R. SP No. 126858. Thus, the said decision on the first Petition (re: motion for inhibition) is already final; the case deemed closed and terminated.

As it now stands, only the second Petition and the Appeal remain to be resolved.

In the second Petition, MBDC argues that the respondent Judge committed grave abuse of discretion in issuing the assailed Orders, based on the following grounds:

"X x x

G R O U N D S F O R T H E P E T I T I O N

PUBLIC RESPONDENT COMMITTED GAVE ABUSE OF DISCRETION AMOUNTING TO LACK OR EXCESS OF JURISDICTION:

I. WHEN HE DID NOT RESOLVE PETITIONER'S MOTION TO SET ASIDE THE DEFAULT ORER BEFORE ALLOWING PRIVATE RESPONDENT TO PRESENT EVIDENCE EX PARTE.

II. WHEN HE DENIED PETITIONER'S MOTION TO SET ASIDE THE DEFAULT ORDER DESPITE

THE LACK OF SHOWING OF OBSTINATE REFUSAL OR INORDINATE NEGLIGENCE BY PETITIONER TO COMPLY WITH THE REGLEMENTARY PERIOD TO FILE AN ANSWER.

III. WHEN HE DENIED PETITIONER'S MOTION TO SET ASIDE THE DEFAULT ORDER DESPITE PETITIONER'S MERITORIOUS DEFENSES.

A. PRIVATE RESPONDENT WAS GUILTY OF PRIOR DEFAULT.

B. THE ACTION FOR REFORMATION HAS PRESCRIBED.

C. THE COMPLAINT A QUO FAILS TO STATE AND LACKS A CAUSE OF ACTION FOR REFORMATION OF LEASE CONTRACT. THE PRINCIPLE OF REBUS SIC STANTIBUS IS UTTERLY INAPPLICABLE.

"X x x[59]

And in its Appeal, MBDC attributed to the RTC the following errors:

"X x x

I

THE TRIAL COURT GRAVELY ERRED WHEN IT EXERCISED JURISDICTION OVER THE INSTANT CASE DESPITE THE EXISTENCE OF AN ARBITRATION CLAUSE IN THE SUBJECT LEASE CONTRACT.

II

THE TRIAL COURT GRAVELY ERRED IN NOT HOLDING THAT UHI'S CAUSE OF ACTION, IF ANY, IS ALREADY BARRED BY PRESCRIPTION, ESTOPPEL AND LACHES.

III

THE TRIAL COURT GRAVELY ERRED IN GRANTING THE COMPLAINT FOR REFORMATION OF CONTRACT DESPITE UTTER LACK OF BASIS UNDER THE LAW, THE FACTS AND THE EVIDENCE ADDUCED.

X x x"[60]

With the issuance of the judgment by default, MBDC prays in its Petition for the dismissal of the Complaint for failure and/or lack of cause of action, *litis pendencia* or *res judicata*, or in the alternative, for the setting aside of the assailed Order dated 13 August 2012, among others. MBDC filed a Second Supplemental Petition with Motion for Leave to File and Admit[61] in CA-G.R. SP No. 126938, raising the additional issue of *litis pendencia*.

Also, in its Appellant's Brief,[62] UHI raises the additional issue that MBDC is guilty of forum-shopping for having filed multiple suits: (1) a petition for certiorari docketed as CA-G.R. SP No. 126858; (2) another petition for certiorari docketed as CA-G.R. SP No. 126938; and (3) the instant Appeal.

Restated, the issues for resolution of the consolidated cases (second Petition and the Appeal) before Us are: procedurally, whether or not (a) MBDC is guilty of forum-shopping; and (b) the dispute should be referred to arbitration prior to judicial recourse; and substantively, whether or not (a) there is grave abuse of discretion on the part of the respondent Judge in denying the Motion to Set Aside Order of Default; (b) UHI's Complaint satisfied the requisites for reformation of instrument and/or the application of the theory of *rebus sic stantibus*; and (c) UHI's cause of action is barred by prescription, laches or estoppel.

At the outset, the Court deems it proper to address the procedural issues being raised by the parties.

According to UHI, the filing of multiple petitions for certiorari as well as the instant Appeal renders MBDC guilty of forum shopping. We do not agree.

Forum-shopping is the institution of two (2) cases or more actions or proceedings grounded on the same cause on the supposition that one or the other court would make a favorable disposition. Forum-shopping is regarded as an act of malpractice that is prohibited and condemned as trifling with Courts and abusing their processes.[63]

The test to determine the existence of forum shopping is whether the elements of *litis pendentia* are present, or whether a final judgment in one case amounts to *res judicata* in the other. Thus, there is forum shopping when the following elements are present, namely: (a) identity of parties, or at least such parties as represent the same interests in both actions; (b) identity of rights asserted and reliefs prayed for, the relief being founded on the same facts; and (c) the identity of the two preceding particulars, such that any judgment rendered in the other action will, regardless of which party is successful, amounts to *res judicata* in the action under consideration.[64]

In the present case, the second and third elements are wanting.

The separate petitions for certiorari filed by MBDC before this Court assail the orders of the RTC, to wit: the Order[65] dated 23 April 2012 denying the motion for inhibition and to suspend proceedings; and the Order[66] dated 13 August 2012 denying the motion to set aside order of default. On the other hand, the subject of the instant Appeal is the judgment by default rendered by the trial court.

Clearly, the causes of action, the rights asserted and the reliefs prayed for in the two (2) petitions and in the present Appeal are different. Hence, there is no forum-shopping under the circumstances to warrant the dismissal of the instant cases before Us.

MBDC, for its part, insists that the RTC had no jurisdiction to entertain the Complaint on the ground that the arbitration clause in the second lease contract entered into by Gow and MBDC precludes the trial court from exercising jurisdiction over the Complaint for reformation of contract. According to MBDC, since the Complaint essentially relates to the interpretation and enforcement of the lease contract as well as the subsequent supplemental agreement thereto, the same falls within the purview of the arbitration clause and the RTC therefore did not acquire jurisdiction over the Complaint.

We find that the failure to refer the instant complaint for arbitration did not thereby divest the RTC of jurisdiction.

Fundamental is the rule that jurisdiction must exist as a matter of law, and may not be conferred by consent of the parties or by estoppel.[67] Thus, only the law can confer jurisdiction; and the court's jurisdiction over the subject matter, in turn, is determinable on the basis of the allegations in the complaint.[68]

Hence, if the complainant's allegations demonstrate the appropriate cause of action, the court acquires jurisdiction over the subject matter. If the facts, as proven during trial, do not support complainant's cause of action, then the court may dismiss the same for insufficiency of evidence.[69]

In this case, UHI seeks the reformation of the second lease contract and its supplemental agreement on the ground that certain developments subsequent to the execution thereof rendered the original obligations of UHI to be so difficult as to be manifestly beyond the contemplation of the parties. The matter is necessarily hinged on the propriety of reforming the lease contracts and of the proper application of the theory of *rebus sic stantibus* and Article 1267 of the New Civil Code – which are clearly legal or judicial questions requiring the exercise of judicial function. The respective rights and obligations of the parties under the lease contracts are but corollary to the main issue of UHI's Complaint; hence, the same cannot be said to fall exclusively within the jurisdiction of the arbitrators. Moreover, the arbitration process provided for under Article 25.0 of the second lease contract will

not be able to address, determine and definitely resolve the questions raised in the instant Appeal.

Assuming arguendo that the Complaint involves a matter subject of the parties' arbitration agreement, it appears that neither party sought to enforce the arbitration clause provided in their lease contract.

The arbitration clause provides:

"Article 25.0 ARBITRATION. In case of disputes arising between the LESSOR and the LESSEE, or their respective successors or assigns, involving the interpretation and enforcement of this contract, or any breach or default in the performance of any provision of this Contract of Lease, the dispute, breach or default shall first be submitted to arbitration. On each case hereunder in which it shall become necessary to resort to arbitration, such arbitration shall be regulated by the law on arbitration of the Philippines." [70]

While it was not specifically mentioned in the said clause, still, R.A. No. 9285, or the Alternative Dispute Resolution Act,[71] is relevant. Section 24 thereof provides that either or both parties shall request for referral to arbitration, which request shall be made not later than the pre-trial conference. Thus:

"X x x

SEC. 24. Referral to Arbitration. – A court before which an action is brought in a matter which is the subject matter of an arbitration agreement shall, if at least one party so requests not later than the pre-trial conference, or upon the request of both parties thereafter, refer the parties to arbitration unless it finds that the arbitration agreement is null and void, inoperative or incapable of being performed.

X x x"

This ADR provision is reflected in Rule 4 of the Special Rules of Court on Alternative Dispute Resolution, A.M. No. 07-11-08-SC dated September 2009 as follows:

"X x x

RULE 4: REFERRAL TO ADR

Rule 4.1. Who makes the request. – A party to a pending action filed in violation of the arbitration agreement, whether contained in an arbitration clause or in a submission agreement, may request the court to refer the parties to arbitration in accordance with such agreement.

Rule 4.2. When to make request. – (A) Where the arbitration agreement exists before the action is filed. – The request for referral shall be made not later than the pre-trial conference. After the pre-trial conference, the court will only act upon the request for referral if it is made with the agreement of all parties to the case.

X x x"

The records do not disclose any such request for referral to arbitration made by either party. In fact, if indeed MBDC feels aggrieved by UHI's failure to refer the dispute to arbitration, Section 6 of R.A. No. 876[72] provides a judicial remedy, thus:

"X x x

SECTION 6. Hearing by court. – A party aggrieved by the failure, neglect, or refusal of another to perform under an agreement in writing providing for arbitration may petition the court for an order directing that such arbitration proceed in the manner provided for in such agreement. Five days notice in writing of the hearing of such application shall be served either personally or by registered mail upon the party in default. The court shall hear the parties, and upon being satisfied that the making of the agreement or such failure to comply therewith is not in issue, shall make an order directing the parties to proceed to arbitration in accordance with the terms of the agreement. If the making of the agreement or default be in issue the court shall proceed to

summarily hear such issue. If the finding be that no agreement in writing providing for arbitration was made, or that there is no default in the proceeding thereunder, the proceeding shall be dismissed. If the finding be that a written provision for arbitration was made and there is a default in proceeding thereunder, an order shall be made summarily directing the parties to proceed with the arbitration in accordance with the terms thereof.

X x x"

Consequently, failure on either of the parties' part to request for the referral of their dispute to arbitration and to apply for a court order directing arbitration to proceed translate to a mutual waiver of the enforcement of their contract to arbitrate.

Moreover, had the parties requested for arbitration and the RTC granted the same, the latter retained jurisdiction for purposes of confirming the arbitral award.[73] Thus, MBDC's conclusion that the RTC had no jurisdiction over the dispute for failure to refer to arbitration is incorrect.

The Court must likewise stress that the issue of whether or not the RTC had no jurisdiction to entertain the Complaint for failure of UHI to refer the matter to arbitration is being raised for the first time on appeal. It was not even raised as an issue by MBDC in its Motion to Dismiss and Motion to Admit Answer and the attached Answer to the Complaint. After all, the issue of the dispute being first referred to arbitration as a precondition is a valid defense which should have been raised in an answer or in a motion to dismiss.

It is well-settled that no question will be entertained on appeal unless it has been raised in the proceedings below. Points of law, theories, issues and arguments not brought to the attention of the lower court, administrative agency or quasi-judicial body, need not be considered by a reviewing court, as they cannot be raised for the first time at that late stage. Basic considerations of fairness and due process impel this rule. Any issue raised for the first time on appeal is barred by estoppel.[74]

Indeed, MBDC is correct in alleging that lack of jurisdiction over the subject matter may be raised at any time, even for the first time on appeal. However, "[l]ack of jurisdiction means absence of or no jurisdiction, that is, the court should not have taken cognizance of the petition because the law does not vest it with jurisdiction over the subject matter. Jurisdiction over the nature of the action or subject matter is conferred by law." [75]

In the present case, the trial court properly acquired jurisdiction over the subject matter of the case. The Complaint for reformation of contract is an action cognizable by the trial court being one incapable of pecuniary estimation as provided for by law.

Section 19 of Batas Pambansa 129 provides:

"X x x

Section 19. Jurisdiction in civil cases. – Regional Trial Courts shall exercise exclusive original jurisdiction:

(1) In all civil actions in which the subject of the litigation is incapable of pecuniary estimation; x x x.

X x x"

Settled jurisprudence considers some civil actions as incapable of pecuniary estimation, viz:

"X x x

- Actions for specific performance;
- Actions for support which will require the determination of the civil status;
- The right to support of the plaintiff;

- Those for the annulment of decisions of lower courts;
- Those for the rescission or reformation of contracts;
- Interpretation of a contractual stipulation.[76] [Emphasis supplied]

X x x"

Having threshed out the preliminary matters, We now resolve the substantive issues at hand.

MBDC maintains that the respondent Judge committed grave abuse of discretion in denying the Motion to Set Aside Order of Default and to Admit Attached Answer. According to MBDC, the respondent Judge should have suspended UHI's ex-parte presentation of evidence pending resolution of the said Motion to Set Aside Order of Default. Further, contrary to the findings of the respondent Judge, there was no obstinate refusal by MBDC to file an Answer after its receipt of the denial of its Motion to Dismiss. After all, MBDC's act of filing a Motion for Reconsideration on the said denial is allowed under the Rules of Court. Thus, according to MBDC, the order of default should have been set aside.

Section 3, Rule 9 of the Rules of Court provides:

"X x x

SEC. 3. Default: Declaration of. – If the defending party fails to answer within the time allowed therefor, the court shall, upon motion of the claiming party with notice to the defending party, and proof of such failure, declare the defending party in default. x x x.

X x x"

Three (3) requirements must be complied with before the court can declare the defending party in default: (1) the claiming party must file a motion asking the court to declare the defending party in default; (2) the defending party must be notified of the motion to declare him in default and (3) the claiming party must prove that the defending party has failed to answer within the period provided by the Rules of Court.[77]

In the present case, the first two (2) requirements were complied with. UHI filed the proper motion to declare MBDC in default with notice to MBDC. The last requirement, however, is patently wanting.

In its Motion (1) To Declare Defendant in Default and (2) To Render Judgment Based Solely on the Complaint or an Ex-Parte Presentation of Evidence,[78] UHI claimed that the Order of the respondent judge denying the Motion to Dismiss was received by MBDC on 26 September 2011, and thus, it may file an Answer only until 01 October 2011, pursuant to Section 4, Rule 16 of the Rules of Court.

It appears from the records that MBDC filed its Motion to Dismiss on 07 April 2011, on the last day to file an Answer. Pursuant to Section 4, Rule 16 of the Rules of Court, MBDC had five (5) days from 26 September 2011, the date when it received the Order denying its Motion to Dismiss, or until 01 October 2011 within which to file its Answer.

Instead of filing an Answer, however, MBDC opted to file a Motion for Reconsideration on the Order denying its Motion to Dismiss. The respondent Judge, however, ruled in its assailed Order dated 13 August 2012 that MBDC should have filed an Answer after the denial of its Motion to Dismiss, and not a motion for reconsideration. According to the respondent Judge, the Order denying the motion to dismiss is merely interlocutory, and thus, cannot be subject to a motion for reconsideration under Rule 37 of the Rules of Court.

We do not agree with the ruling of the respondent Judge.

It is true that after the denial of a motion to dismiss, the movant should file his answer within the remainder of the period prescribed by the Rules, but not less than five (5) days, computed from receipt of said notice of denial, as provided for under Section 4, Rule 16 of the Rules of Court:

"X x x

Sec. 4. Time to plead. If the motion is denied, the movant shall file his answer within the balance of the period prescribed by Rule 11 to which he was entitled at the time of serving his motion, but not less than five (5) days in any event, computed from his receipt of the notice of the denial. If the pleading is ordered to be amended, he shall file his answer within the period prescribed by Rule 11 counted from service of the amended pleading, unless the court provides a longer period.

However, there is nothing in the Rules which prohibits the filing of a motion for reconsideration on the Order denying a motion to dismiss, or any other interlocutory orders for that matter.

X x x"

To be sure, Section 1, Rule 37 of the Rules of Court states:

"SECTION 1. Grounds of and period for filing motion for new trial or reconsideration. – xxx.

Within the same period, the aggrieved party may also move for reconsideration upon the grounds that the damages awarded are excessive, that the evidence is insufficient to justify the decision or final order, or that the decision or final order is contrary to law.

X x x"

In *Narciso vs. Garcia*,^[79] the Supreme Court ruled that the defendant may file a motion for reconsideration on the trial court's order denying a motion to dismiss:

"X x x

What is more, *Narciso* had the right to file a motion for reconsideration of the trial court's order denying her motion to dismiss. No rule prohibits the filing of such a motion for reconsideration. Only after the trial court shall have denied it does *Narciso* become bound to file her answer to *Garcia*'s complaint. And only if she did not do so was *Garcia* entitled to have her declared in default. Unfortunately, the CA failed to see this point. [Emphasis supplied]

X x x"^[80]

Based on the foregoing, MBDC is not precluded from filing a motion for reconsideration on the Order denying its Motion to Dismiss. And MBDC is not bound to file its Answer pending resolution of the said Motion for Reconsideration. Even assuming that the respondent Judge resolved the same, and did not render the issue moot and academic as he did in the present case, MBDC still had five (5) days from receipt of the denial of its Motion for Reconsideration within which to file its Answer pursuant to Section 4, Rule 16 of the Rules of Court.

Again, quoting from the earlier cited case of *Narciso vs. Garcia*:

"X x x

But apart from opposing defendant's motion to dismiss, plaintiff *Garcia* asked the trial court to declare *Narciso* in default for not filing an answer, altogether disregarding the suspension of the running of the period for filing such an answer during the pendency of the motion to dismiss that she filed in the case. Consequently, when the trial court granted *Garcia*'s prayer and simultaneously denied *Narciso*'s motion to dismiss and declared her in default, it committed serious error. *Narciso* was not yet in default when the trial court denied her motion to

dismiss. She still had at least five days within which to file her answer to the complaint.

X x x"[81]

Without a resolution on MBDC's Motion for Reconsideration, MBDC cannot be said to have failed to file an Answer, and thus, the Order declaring it to be in default is premature and has no leg to stand on. The action of the respondent Judge, in issuing the assailed Order dated 13 August 2012 is tantamount to grave abuse of discretion amounting to lack or in excess of jurisdiction. Perforce, the said Order must be declared as null and void.

In any event, "[t]he policy of the law is to have every litigant's case tried on the merits as much as possible. Hence, judgments by default are frowned upon. A case is best decided when all contending parties are able to ventilate their respective claims, present their arguments and adduce evidence in support thereof. The parties are thus given the chance to be heard fully and the demands of due process are subserved. Moreover, it is only amidst such an atmosphere that accurate factual findings and correct legal conclusions can be reached by the courts." [82]

We must take notice, however, that pending resolution of the instant Petition for Certiorari in CA-G.R. No. 126938, the RTC rendered a judgment by default based on the ex-parte evidence it received from UHI, a month after MBDC filed the instant Petition before the Court of Appeals. Thus, it prayed for the dismissal of the Complaint or in the alternative, to set aside the Order dated 13 August 2012 denying the Motion to Set Aside Order of Default, including the Decision dated 19 November 2012; direct the admission of MBDC's Answer attached to its motion and also to set aside the ex-parte presentation of evidence by UHI.

Inasmuch as the Court already ruled that the Order dated 13 August 2012 of the respondent Judge was issued with grave abuse of discretion, and thus, null and void, any and all subsequent orders, resolutions or decision, and/or the conduct of further proceedings are likewise null and void.

Necessarily, the nullity of the Order declaring MBDC in default carries with it not only the Order allowing the presentation of ex-parte evidence, but likewise, the Decision subject of the instant Appeal. After all, "[a] void judgment or order has no legal and binding effect, force or efficacy for any purpose. In contemplation of law, it is non-existent. Such judgment or order may be resisted in any action or proceeding whenever it is involved. It is not even necessary to take any steps to vacate or avoid a void judgment or final order; it may simply be ignored." [83]

The logical action, therefore, considering that We adjudged the Order dated 13 August 2012 to be a patent nullity, the prayer of MBDC to direct the admission of its Answer, which was attached to its Motion to Set Aside Order of Default must be granted, and the case must be remanded to the RTC for further proceedings.

With Our disquisition, the resolution of whether the Appeal filed by MBDC is meritorious has been rendered moot and academic.

Significantly, MBDC manifested before this Court that the Supreme Court rendered a decision in A.M. No. RTJ-1402394 entitled, "George T. Chua vs. Judge Fortunito L. Madrona." The respondent Judge therein is the same respondent Judge in CA-G.R. SP No. 126938.

In the aforesaid administrative case, George T. Chua, as the President of MBDC, asserted that the respondent Judge is guilty of gross ignorance of the law for failing to reconsider the same default order being assailed in CA-G.R. SP No. 126938. The Supreme Court adopted the report and recommendation of Associate Justice Noel G. Tijam of the Court of Appeals for the dismissal of the said administrative complaint.

However, in his Report and Recommendation, Justice Tijam observed that: "xxx MBDC cannot be legally declared in default as it still has a pending motion for reconsideration of the order denying its motion to dismiss. xxx" [84] The same Report also noted "xxx assuming that Judge Madrona erroneously interpreted the provision of

Section 4, Rule 16 of the Rules of Court xxx, he cannot be administratively liable for such judicial error."[85] Further, "xxx it is worth emphasizing that jurisprudence is replete with cases holding that errors, if any, committed by a judge in the exercise of his adjudicative functions cannot be corrected through administrative proceedings, but should instead be assailed through available judicial remedies. xxx"[86]

As such, the Court takes notice of the said Report and Recommendation as contained in the said Supreme Court decision. And We agree that the proper forum to correct any error allegedly committed by the respondent Judge, in this case, grave abuse of discretion in failing to reconsider its order of default, has been properly addressed in the instant Petition for Certiorari before Us.

We are aware that MBDC additionally raised as an issue the defense of *litis pendentia*, thus, praying for the dismissal of the Complaint in CA-G.R. SP No. 126938. According to MBDC in its Second Supplemental Petition with Motion for Leave to File and Admit,[87] it earlier filed an unlawful detainer and damages case against UHI on 06 April 2010 before the MeTC of Paranaque City, docketed as Civil Case No. 2010-0059 and entitled, "Manila Bay Development Corporation vs. Uniwide Holdings, Inc." The said case sought to eject UHI from the leased premises which is the same property subject of the Complaint for reformation of contract. The ejectment case reached the Court of Appeals and docketed as CA-G.R. SP No. 120816.

According to MBDC, *litis pendentia* exists because both the ejectment case and reformation case subject of the second Petition and the Appeal involve the same parties who, in turn, are litigating over the same subject matter, i.e., leased premises, and that the main issue boils down to *de facto* possession of the said premises.

While the instant Petition was pending resolution before the Former Ninth Division of this Court, a Decision[88] dated 02 October 2012 was issued by the Former Seventh Division in the unlawful detainer case on appeal before this Court, ruling in favor of MBDC, and directing UHI to pay rental arrears, real estate tax reimbursement arrears, damages, reasonable compensation for continued use and possession of the leased properties, the payment of legal interest and ordering the ejectment of UHI and restoring to MBDC the possession of the said leased premises:[89]

"X x x

WHEREFORE, the July 14, 2011 Decision of Branch 196 of the Parañaque City RTC is hereby REVERSED AND SET ASIDE and the September 28, 2010 Decision of Branch 78 of the Parañaque City MTC is REINSTATED, with the MODIFICATION that Respondent UNIWIDE HOLDINGS, INC. is hereby DIRECTED to pay to petitioner MANILA BAY DEVELOPMENT CORPORATION as follows:

- Rental arrears for the period beginning April 2005 until January 2010 in the amount of Two Hundred Fifty-Six Million, One Hundred Twenty-Five Thousand, One Hundred Forty-Nine Pesos and 97/100, Philippine currency (P 256,125,149.97);
- Real estate Tax reimbursement arrears for the period beginning April 2005 until January 2010 in the amount of Forty Million Five Hundred Thousand Pesos and 0/100, Philippine currency (P 40,500,000.00);
- Liquidated damages upon rental arrears and upon real estate tax reimbursement arrears, computed at the rate of one percent (1%) per month from date of delinquency until paid in full;
- Penalties upon rental arrears and upon real estate tax reimbursement arrears computed at the rate of one percent (1%) per month from date of delinquency until paid in full;
- Reasonable compensation for continued use and possession of the leased property in the amount of Five Million, Six Hundred Eighty-Eight Thousand Pesos and 0/100, Philippine currency (P 5,688,000.00), per month beginning February 2010 until Respondent UNIWIDE HOLDINGS, INC. and/or any persons and/or

entities claiming rights under it actually vacate the said property and restore control and possession thereof to petitioner MANILA BAY DEVELOPMENT CORPORATION;

- Legal interest at the rate of six percent (6%) per annum on the reasonable compensation to be paid by Respondent UNIWIDE HOLDINGS, INC., beginning September 28, 2010 until respondent UNIWIDE HOLDINGS, INC. and/or any persons and/or entities claiming rights under it actually vacate the said property and restore control and possession thereof to petitioner MANILA BAY DEVELOPMENT CORPORATION; and

- Legal interest at the rate of twelve percent (12%) per annum on all amounts payable under this judgment, upon finality until full satisfaction.

Costs against Respondent.

SO ORDERED.

X x x"[90]

The said Decision was affirmed by the Supreme Court through a Resolution[91] dated 13 January 2014:

"X x x

Considering the allegations, issues and arguments raised in the Petition for Review and the Comment thereto in G.R. 207841, the Court resolves, after a judicious review of the records, to DENY the petition for failure to show any reversible error committed by the Court of Appeals (CA) in its Decision dated October 2, 2012 in CA-G.R. SP 120816 when it reinstated the Metropolitan Trial Court's Decision dated September 28, 2010 ordering Uniwide Holdings, Inc. to vacate the leased premises and holding it liable to Manila Bay Development Corporation for the modified amounts of delinquency.

Moreover, the petition failed to sufficiently show any cogent reason to warrant the exercise by the Court of its judicial discretion to grant the petition pursuant to Rule 45(6) of the Rules of Court.

SO ORDERED.

X x x"[92]

A Notice of Finality of Judgment was later on issued by the Supreme Court dated 07 April 2013.[93]

Thus, on 02 June 2014, MBDC filed an Urgent Manifestation before the Former Eighth Division of the Court[94] in CA-G.R. SP No. 126938 claiming that this Court must take notice of the said developments and obey the decision of the Supreme Court.[95] In a later pleading, MBDC insists that the resolution of the Supreme Court affirming the Decision of the Court of Appeals in CA-G.R. SP No. 120816 be deemed as res judicata that justifies the dismissal of the Complaint for reformation of contract.

We, however, do not agree with the postulate being raised by MBDC. There is neither *litis pendentia* nor *res judicata* in the ejectment and reformation cases.

The Court notes that MBDC did not even bother to attach a copy of its Complaint before the MeTC in any of the cases consolidated before this Division, in order for Us to better appreciate its claim of *litis pendentia* and *res judicata*. Nonetheless, the records of the case show that the issues to be resolved in the ejectment case before the MeTC, based on the Order of the said court on 05 August 2010, are as follows:

- Who is entitled to the physical possession of the subject property:
- Who is entitled to damages, if any?

- Whether or not the Court has jurisdiction over the case considering the provisions on arbitration?[96]

On the other hand, UHI's causes of action in the reformation case are premised on the following:

- The application of Article 1267 of the New Civil Code and the theory of rebus sic stantibus on the reformation of the lease contract as to the payment of rentals and as to the extension of the lease contract; and
- The payment of attorney's fees and cost of litigation.

A cursory glance of these issues and causes of action shows that there is no identity of the issues involved in the ejectment case and reformation case. While it may be true that the parties are the same, and both cases involve the same lease contracts, still, going over the records of the three (3) cases consolidated before Us, yields the same conclusion. That is, the issues in the ejectment and reformation cases are different. In the ejectment case, issues essentially refer to the right of physical possession premised on UHI's default in the payment of rentals and real estate taxes as stipulated in the lease contracts. On the other hand, the issues in the reformation contract refer to whether or not the lease contracts should be reformed to signify the true intentions of the parties therein, and/or whether or not exceptional circumstances warrant the reformation of the same. Needless to say, the resolution of the issues in one case will not be a bar by res judicata in the other case.

In *Umale vs. Canoga Park Development Corporation*,[97] the Supreme Court elucidated the ground of litis pendentia for the dismissal of a complaint, thus:

"X x x

As a ground for the dismissal of a civil action, litis pendentia refers to a situation where two actions are pending between the same parties for the same cause of action, so that one of them becomes unnecessary and vexatious.

Litis pendentia exists when the following requisites are present: identity of the parties in the two actions; substantial identity in the causes of action and in the reliefs sought by the parties; and the identity between the two actions should be such that any judgment that may be rendered in one case, regardless of which party is successful, would amount to res judicata in the other.

X x x"

To stress, We find no litis pendentia present in the ejectment and reformation cases. Neither is there any merit in MBDC's claim that the Supreme Court's Resolution affirming the Decision of the Court of Appeals in the ejectment case should be considered as res judicata resulting to the dismissal of the reformation case.

As We have earlier emphasized, MBDC presented alternative prayers in the second Petition, to wit:

"X x x

1) ORDER the DISMISSAL of private respondent's Complaint dated 17 February 2011 in the case a quo for failure to state a cause of action and litis pendentia; and/or SET ASIDE, for having been issued with grave abuse of discretion amounting to lack of or excess of jurisdiction, the Order dated 13 August 2012 in the said case a quo, as well as any effects, results or consequences thereof, including but not limited to any judgment be default (i.e., Decision dated 19 November 2012); 3) ADMIT petitioner's answer attached to the Motion to Set Aside Order of Default and to Admit Attached Answer dated 23 January 2012 filed in the case a quo; and 4) SET ASIDE private respondent's ex parte presentation of evidence and expunge any and all evidence presented ex parte by private respondent in the case a quo.

X x x[98]

It must be stated that the prayer for the dismissal of the Complaint for reformation of contract cannot be entertained at this point. After all, it is not the Order denying the Motion to Dismiss based on lack of cause of action, laches and estoppel which is being assailed in the second Petition. While it may be argued that the said issue may be resolved in the Appeal, considering that the propriety of the denial of a Motion to Dismiss may be discussed therein, We must stress that the said judgment by default has already been declared null and void as a necessary consequence of Our ruling on the nullity of the Order dated 13 August 2012 which deemed MBDC's Motion to Set Aside Order of Default and to Admit Attached Answer.

WHEREFORE, premises considered, the Court hereby:

1)

DECLARES the Decision promulgated by the Tenth Division of this Court on 25 July 2014 in CA-G.R. SP No. 126858 be deemed as FINAL for failure of MBDC to file a motion for reconsideration thereon within the period provided. The Clerk of Court is DIRECTED to issue the corresponding Entry of Judgment in this regard;

2)

GRANTS the Petition for Certiorari in CA-G.R. SP No. 126938, and the assailed Order dated 13 August 2012 of the respondent Judge denying MBDC's Motion to Set Aside Order of Default is hereby ANNULLED and SET ASIDE.

Accordingly, the respondent Judge is ORDERED to admit the attached Answer in MBDC's Motion to Set Aside Order of Default. Necessarily, all other orders and resolutions issued by the respondent Judge, and all proceedings subsequent to the Order dated 13 August 2012 are likewise ANNULLED and SET ASIDE, including the judgment by default rendered by the respondent Judge in his Decision dated 19 November 2012.

The case is hereby REMANDED to the trial court for further proceedings;

3)

DECLARES the Appeal filed by MBDC in CA-G.R. CV No. 100155 as MOOT and ACADEMIC considering that the appealed Decision dated 19 November 2012 has been ANNULLED and SET ASIDE.

SO ORDERED.

Bato, Jr., (Chairperson), and Sempio Diy, JJ., concur.

[1] "First Petition," for brevity.

[2] "Second Petition," for brevity.

[3] Records, Vol. 7, pages 3927 to 3931.

[4] "Defendant-appellant," for brevity.

[5] Rollo, CA-G.R. CV No. 100155, pages 47 to 61.

[6] "RTC," for brevity.

[7] "MBDC," for brevity.

[8] Rollo, CA-G.R. CV No. 100155, page 90.

- [9] "Gow," for brevity.
- [10] "Chua," for brevity.
- [11] Records, Vol. I, Complaint, pages 04 to 05.
- [12] Id. at 24; referred to in the Contract of Lease, Article 26.0; "first lease contract," for brevity.
- [13] Id. at 16 to 25; "second lease contract," for brevity.
- [14] Id. at 16.
- [15] Id. at 05.
- [16] Id., Deed of Assignment, at 26 to 28, Annex "B."
- [17] "UHI," for brevity.
- [18] "Mall," for brevity.
- [19] Records, Vol. 1, pages 29 to 38.
- [20] Id. at 30 to 33.
- [21] "SEC," for brevity.
- [22] Records, Vol. 1, page 07, Complaint.
- [23] "PDRC," for brevity.
- [24] Records, Vol. 1, page 08.
- [25] Records, Vol. 7, pages 4066 to 4097; Annex "G."
- [26] Records, Vol. 1, page 08.
- [27] Records, Vol. 3, pages 1406 to 1453.
- [28] Records, Vol. 2, pages 732 to 762.
- [29] Rollo, CA-G.R. CV No. 100155, pages 200 to 230.
- [30] Records, Vol. 1, pages 03 to 15.
- [31] Id. at 12.
- [32] Id. at 121 to 131.
- [33] Id. at 252 to 253.
- [34] Id. at 50.
- [35] Id. at 282 to 288.
- [36] Id. at 309 to 312.
- [37] Id. at 377 to 380.
- [38] Records, Vol. 10, at 5111 to 5721.
- [39] Records, Vol. 2, at 445 to 460.

- [40] Rollo, CA-GR SP No. 126938, pages 281 to 308.
- [41] Id. at 309 to 325.
- [42] Id. at 326 to 330.
- [43] Records, Vol. 7, page 3812.
- [44] Id. at 3924 to 3925.
- [45] Id. at 3925.
- [46] "First Petition" for brevity.
- [47] Records, Vol. 2, pages 445 to 460.
- [48] Records, Vol. 7, pages 3927 to 3931.
- [49] Rollo, CA-G.R. SP No. 126938, page 49.
- [50] "Second Petition," for brevity.
- [51] Records, Vol. 9, pages 5001 to 5016; "judgment by default," for brevity.
- [52] Id. at 5015 to 5016.
- [53] Rollo, CA-G.R. CV No. 100155, pages 62 to 63.
- [54] Rollo, CA-G.R. SP No. 126858, pages 773 to 783.
- [55] Id. at 782.
- [56] Rollo, CA-G.R. SP No. 126938, pages 765 to 770.
- [57] Id. at 785 to 786.
- [58] CMIS Report dated 26 November 2014.
- [59] Rollo, CA-G.R. SP No. 126938, page 16.
- [60] Rollo, CA-G.R. CV No. 100155, page 88.
- [61] Rollo, CA-G.R. SP No. 126938, pages 477 to 490.
- [62] Id. at 83 to 155.
- [63] Chemphil Export & Import Corporation v. Court of Appeals, G.R. No. 122438-39 and 113394, 12 December 1995, 151 SCRA 257.
- [64] Heirs of Sotto vs. Balicte, G.R. No. 159691, 17 February 2014.
- [65] Records, Vol. 7, pages 3808 to 3812.
- [66] Id. at 3927 to 3931.
- [67] Manotok IV, et al. vs. Heirs of Barque, G.R. No. 162335 & 162605, 18 December 2008.
- [68] Jalbuena De Leon vs. Court of Appeals, G.R. No. 96107, 19 June 1995, 315 Phil. 140 (1995).
- [69] Habagat Grill v. DMC-Urban Property Developer, G.R. No. 155110, 31 March 2005.

[70] Records, Vol. 1, page 82.

[71] "ADR," for brevity.

[72] "An Act to Authorize the Making of Arbitration and Submission Agreements, To Provide for the Appointment of Arbitrators and the Procedure for Arbitration in Civil Controversies and For Other Purposes."

[73] Benguet Corporation v. DENR, et al., G.R. No. 163101, 13 February 2008.

[74] S.C. Megaworld Construction vs. Engr. Parada, G.R. No. 183804, 11 September 2013.

[75] Spouses Crisanto Alcazar and Susana Alcazar vs. Evelyn Arante, G.R. No. 177042, citing Spouses Erlinda Gallardo Manzo and Daniel Manzo, G.R. No. 163601, 07 September 2011.

[76] Surviving Heirs of Alfredo R. Bautista vs. Francisco Lindo, et al., G.R. No. 208232, 10 March 2014.

[77] Guillerma Sablas vs. Spouses Sablas, G.R. No. 144568, 03 July 2007.

[78] Rollo, CA-G.R. SP No. 126938, pages 186 to 200.

[79] G.R. No. 196877, 21 November 2012.

[80] Id.

[81] Id.

[82] Sablas vs. Sablas, G.R. No. 144568, 03 July 2007.

[83] LBP vs. Spouses Orilla, G.R. No. 194168, 13 February 2013.

[84] Rollo, CA-G.R. CV No. 100155, page 379.

[85] Id. at 381.

[86] Id.

[87] Rollo, CA-G.R. SP No. 126938, pages 477 to 490.

[88] Id. at 491 to 514.

[89] Rollo, CA-G.R. CV No.100155, page 335.

[90] Id. at 334 to 335.

[91] Id. at 339.

[92] Id. at 339 to 340.

[93] Id. at 341.

[94] Id. at 349 to 354.

[95] Rollo, CA-G.R. SP No. 126938, pages 580 to 581.

[96] Id. at 649.

[97] G.R. No. 167246, 29 July 2011.

[98] Second Supplemental Petition, page 487.

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