

**SPS. JOSE T. DE JESUS, JR. AND FREDESWINDA S. DE JESUS,
PLAINTIFFS-APPELLEES, VS. SPS. JOAQUIN F. GO AND LUNINGNING
F. GO, LEONOR BEDIA, ATTY. CAROLINA R. RAMOS, AND/OR THE
REGI...**

Ponente: CORALES, J.

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CORALES, J.:

This is an appeal[1] from the May 3, 2012 Decision[2] of the Regional Trial Court (RTC), Branch 275, Las Piñas City in Civil Case No. LP-08-0160 entitled “Spouses Jose T. De Jesus, Jr. and Fredeswinda S. De Jesus v. Spouses Joaquin F. Go and Luningning F. Go, Leonor Bedia, Atty. Carolina R. Ramos, and/or the Register of Deeds, City of Las Piñas” for declaration of nullity, reconveyance, and quieting of title and damages (the nullity and reconveyance case). The assailed decision nullified defendant-appellant Leonor Bedia's (Leonor) Transfer Certificate of Title (TCT) No. T-107428; directed her to surrender said title to the Register of Deeds (RD) of Las Piñas City for cancellation; ordered defendant Luningning Go (Luningning) to execute a Deed of Absolute Sale in favor of plaintiffs-appellees Spouses Jose and Fredeswinda De Jesus (individually referred by their first name but collectively as Spouses De Jesus); and directed Leonor and Luningning to jointly and severally pay moral and exemplary damages plus attorney's fees to Spouses De Jesus.

The Antecedents

Luningning and her husband Joaquin Go[3] (collectively referred as Spouses Go) were the developers of Villa Luningning Subdivision in Talon, Las Piñas City where the subject property, denominated as Lot 7, Block 1 and registered under TCT No. 40664,[4] is located.

On December 19, 1988, Spouses Go, through their attorney-in-fact Antonio Feliciano (Antonio)[5], and Spouses De Jesus executed a contract to sell[6] over the subject property for and in consideration of P261,000.00 to be paid in full upon the release of the latter's loan from BPI-Family Bank or any other financing institution. Upon full payment, Spouses Go obligated themselves to deliver the owner's copy of TCT No. 40664 and execute a final deed of sale in favor of Spouses De Jesus.

In an August 29, 1990 letter,[7] Spouses De Jesus requested Spouses Go to acknowledge receipt of Urban Development Bank Check No. 067115, with a total face value of P217,500.00, as full payment for the subject land, and to deliver the final deed of sale as well as the owner's duplicate copy of TCT No. 40664. They alleged that the value of the check represented the stipulated consideration less their brokers' commission as agreed upon in Spouses Go's December 12, 1988 letter.[8]

Spouses Go refused to accept the proposed payment and claimed that they were no longer obliged to execute a final deed of sale because the expected loan from BPI or any other financial institution, a suspensive condition to the fulfillment of the contract to sell, did not materialize.[9] It appears that in a letter[10] dated December 7, 1990, BPI-Family Bank disapproved Spouses De Jesus' loan application.

Feeling aggrieved, Spouses De Jesus instituted before the Housing and Land Use Regulatory Board-Regional Field Office (HLURB) a complaint[11] to compel Spouses Go to accept payment, deliver TCT No. 40664, and execute the final deed of sale, docketed as HLURB Case No. REM-012991-4713 (HLURB specific performance case). In its July 1, 2005 Decision,[12] the HLURB granted the complaint and ordered Spouses Go to accept Spouses De Jesus' payment for the subject property, irrespective of source, and thereafter, to comply with their obligations under the contract to sell by delivering the owners' duplicate of TCT No. 40664 together with a duly executed deed of absolute sale in favor of Spouses De Jesus. The decision attained finality and on October 9, 2006, the HLURB issued a writ of execution.[13] Spouses De Jesus also consigned with the HLURB the amount of P217,500.00 as full payment for the subject land.[14]

The assigned sheriff failed to enforce the October 9, 2006 writ of execution because Spouses Go and their counsel could not be served with a copy of the writ.[15] Upon Spouses De Jesus' motion, the HLURB issued its July 12, 2007 Order[16] authorizing the sheriff to execute a deed of absolute sale in favor of Spouses De Jesus. Pertinently, the July 12, 2007 Order reads:

ACCORDINGLY, the respondent Luningning Feliciano Go is hereby divested of his (sic) title and ownership over the property in question while the same title and ownership is vested in favor of the complainants. The Ex-Officio Sheriff of Las Pinas City (or any of his deputies), and in lieu of respondent Luningning Feliciano Go, is hereby designated, directed and authorized to execute the Deed of Absolute Sale covering Lot 1, (sic) Block 1 of the Villa Luningning Subdivision located in Bo. Talon, Las Pinas City in favor of the complainants Jose T. De Jesus and Fredeswinda S. De Jesus pursuant to Section 10 (a), Rule 39 of the Rules of Court.

Thereafter, upon settlement of the taxes and fees necessary for the registration of the deed and consequent transfer of the title (TCT No. 40664) covering the lot of the complainants, let the Register of Deeds of Las Pinas City cancel the title of said property in the name of respondent, as this Office hereby orders such cancellation, and to issue a new title in lieu of the cancelled one in the name of complainants Jose T. De Jesus and Fredeswinda S. De Jesus.

Respondent is directed to cause the proper receipt or collection by her of the sums of money representing the balance of the price payable by the complainants under the judgment.

SO ORDERED.

However, before the July 12, 2007 Order could be implemented, Spouses Go sold the subject land to Leonor by virtue of the August 8, 2007 Deed of Absolute Sale[17] and the latter caused the cancellation of TCT No. 40664 and the issuance of TCT No. T-107428[18] in her name.

To protect their interest, Spouses De Jesus filed before the RD of Las Piñas City a Notice of Adverse Claim[19] which was annotated on Leonor's TCT No. T-107428 on February 29, 2008.[20]

Thereafter, Spouses De Jesus filed the nullity and reconveyance case before the RTC alleging that they are the owners of the subject property pursuant to the July 1, 2005 Decision and July 12, 2007 Order in the HLURB case. They insisted that the sale of the property to Leonor was simulated by Spouses Go to evade the HLURB's final and executory judgment and that Leonor was not an innocent purchaser for value because she was privy to and knowledgeable of the existence of the contract to sell executed by Spouses Go in their favor.[21]

In her Answer with Compulsory Counterclaim and Cross-Claim,[22] Leonor denied knowledge of the contract to sell and insisted that she is a buyer in good faith. She interposed a cross-claim against Spouses Go for reimbursement of the purchase price in the event the judgment be favorable to Spouses De Jesus.

On the other hand, Spouses Go moved to dismiss the complaint on grounds of forum shopping, lack of cause of

action, and prescription. The RTC denied the motion through its July 27, 2009 Order[23] and required Spouses Go to file their Answer.

Spouses Go argued that the HLURB has no jurisdiction over the specific performance case, thus, its July 1, 2005 Decision is null and void. They raised as affirmative defenses the same grounds invoked in their motion to dismiss.[24]

In the ensuing trial, Spouses Go admitted the existence and due execution of the August 8, 2007 Deed of Absolute Sale, TCT Nos. 40664 and T-107428, and the documents pertaining to the HLURB specific performance case.[25]

Jose and Fredeswinda testified that Leonor acted as broker for Spouses Go, witnessed the execution of the contract to sell, and knew fully well that he and his wife were in possession of the land.[26] Their testimony was corroborated by Normita Atienza.[27]

For their part, Spouses Go presented Antonio who testified that the check given by Spouses De Jesus was not encashed and eventually lost. He further claimed that the August 8, 2007 Deed of Absolute Sale was spurious because the signatures of Spouses Go were forged and the latter did not authorize Leonor to transfer the title of the property in her name but merely entrusted to her TCT No. 40664 as their broker or agent. He denied Spouses De Jesus' allegations of occupation and possession of the subject property.[28]

Leonor waived her right to present testimonial evidence and opted to file her formal offer of documentary evidence including the August 8, 2007 Deed of Absolute Sale, a second deed of absolute sale dated February 19, 2009, her TCT No. T-107428 and Tax Declaration No. E-07-17989, among others.[29]

The Ruling of the RTC

In its May 3, 2012 Decision,[30] the RTC found “substantial evidence” showing that the July 1, 2005 Decision of the HLURB became final and executory. It upheld Spouses De Jesus' resort to the regular court considering that the subject property was wrongfully and unscrupulously sold to Leonor. Noting Leonor's failure to rebut the testimony of Spouses De Jesus that she knew of the contract to sell and was present during its negotiation, the RTC concluded that she was in bad faith when she acquired the property from Spouses Go. It then disposed the case as follows:

WHEREFORE, in view of the foregoing, judgment is hereby rendered as follows:

- Transfer Certificate of Title No. T-107428 registered in the name of defendant Leonor L. Bedia is hereby cancelled and annulled. Defendant Bedia is ordered to surrender TCT No. T-107428 to the Register of Deeds for Las Piñas City for its cancellation;
- Upon cancellation of TCT No. T-107428, Defendant Luningning Go is hereby ordered to execute a Deed of Absolute Sale over the subject property in favor of the plaintiffs and to execute the proper receipt for the purchase price paid by plaintiffs; and
- Defendant Luningning Go and Leonor Bedia are directed to pay plaintiffs, jointly and solidarily, the amount of Php250,000 as moral damages, Php100,000 as exemplary damages and Php150, 000 as attorney's fees.

SO ORDERED.

Spouses Go and Leonor filed their separate Notices of Appeal but the RTC did not give due course to Spouses Go's appeal for being filed out of time.[31]

Leonor assigned the following errors in her Appellant's Brief:[32]

I

THE COURT A QUO SERIOUSLY ERRED, WHEN IT RESOLVED TO ACT AND ASSUMED APPELLATE JURISDICTION OVER THE DECIDED CASE IN HLURB CASE No. REM-012991-4731, (sic) PLAINTIFFS-APPELLEES SHOULD HAVE EXHAUSTED ADMINISTRATIVE REMEDIES BEFORE AVAILING THE JURISDICTION OF A REGULAR COURT[.]

II

THE COURT A QUO ASSUMED JURISDICTION AND WITH ABUSE OF AUTHORITY, INTERFERRED WITH ADMINISTRATIVE AGENCY HAVING EXCLUSIVE JURISDICTION OVER THE CASE BY EXERCISING JUDICIAL REVIEW OVER THE DECIDED CASE IN HLURB CASE NO. REM-012991-4731[.]

III

THE COURT A QUO SERIOUSLY ERRED IN ITS REVIEW OF HLURB CASE No. REM-012991-4731, (sic) AND PROMULGATED A NEW DECISION BY FINDING THE 85 YEAR OLD (SIC) DEFENDANT-APPELLANT BEDIA AS NOT BEING A BUYER IN GOOD FAITH; PRIVY AND PARTICIPANT IN THE EXECUTION OF THE SUBJECT CONTRACT TO SELL, AND COMMITTED FRAUD AND SCHEMES IN TRANSFERRING THE TITLE IN HER NAME AND THEREFORE LIABLE FOR DAMAGES[.]

Leonor invokes the doctrine of exhaustion of administrative remedies and faults Spouses De Jesus for their failure to implement the final decision in the HLURB specific performance case or elevate the matter to the Office of the President (OP). She argues that the RTC reviewed, modified, and changed the tenor of the final judgment in the HLURB specific performance case, thus, it acted beyond its jurisdiction when it rendered its May 3, 2012 Decision. She further insists on her good faith in buying the subject land and claims that the filing of the instant action violated the rule on non-forum shopping.[33]

Spouses De Jesus counter that the RTC did not assume appellate jurisdiction over the HLURB specific performance case, instead it upheld the finality of the July 1, 2005 Decision when it ruled that their right over the subject property was derived from the final ruling of the HLURB. In defending the RTC's findings of bad faith, they assert their possession of the subject land and maintain that Leonor was aware of the pending case before the HLURB.[34]

This Court's Ruling

We deny the appeal.

No Forum Shopping

Forum-shopping is the act of a litigant who repetitively availed of several judicial remedies in different courts, simultaneously or successively, all substantially founded on the same transactions and the same essential facts and circumstances, and all raising substantially the same issues, either pending in or already resolved adversely by some other court, to increase his chances of obtaining a favorable decision if not in one court, then in another. It exists when the following elements are attendant: (a) identity of parties or at least such parties that represent the same interests in both actions; (b) identity of rights asserted and reliefs prayed for, the relief being founded on the same facts; (c) identity of the two preceding particulars, such that any judgment rendered in the other action will, regardless of which party is successful, amount to res judicata in the action under consideration.[35]

The identity of parties and subject matter between the HLURB specific performance case and the nullity and reconveyance case is beyond dispute. Both cases involved Lot No. 7, Block 1 of Villa Luningning and Spouses

De Jesus and Spouses Go were the principal parties therein. However, there is no identity of rights asserted and reliefs prayed for in the HLURB specific performance case and the nullity and reconveyance case before the RTC. In the specific performance case, Spouses De Jesus' right to sue was anchored on Spouses Go's breach of their contractual obligation under the contract to sell and the relief sought was to compel the latter to honor the payment for the subject land and thereafter execute the corresponding deed of sale and deliver TCT No. 40664.[36] On the other hand, the nullity and reconveyance case was based on Spouses De Jesus' right as the alleged true and lawful owners of the land by virtue of the finality of the July 1, 2005 Decision in the HLURB specific performance case. The reliefs prayed in the nullity and reconveyance case were the nullification of the August 8, 2007 Deed of Absolute Sale, cancellation of Leonor's TCT No. T-107428, and the latter's reconveyance of the disputed land.[37] Simply stated, the issue threshed in the HLURB specific performance case was Spouses De Jesus and Spouses Go's respective obligations under the contract to sell, while in the nullity and reconveyance case, the issue is focused on the validity of Leonor's TCT No. T-107428 and the sale of the subject lot in her favor despite the finality of the July 1, 2005 Decision. Clearly, these two (2) cases were founded on totally different facts and issues; thus, We cannot sustain Leonor's claim that Spouses De Jesus are guilty of forum shopping.

Verily, the dangers sought to be prevented or eliminated by the judicial policy against forum shopping are not attendant herein. The first danger, i.e., the multiplicity of suits upon one and the same cause of action, would not materialize considering that the HLURB specific performance case and the nullity and reconveyance case with the RTC were based on different causes of action. The second danger, the unethical malpractice of shopping for a friendly court or judge to ensure a favorable ruling or judgment after not getting it in the appeal, would not arise because Spouses De Jesus already obtained a favorable judgment before the HLURB and they in fact anchored their right for reconveyance on the said final and executory decision.

Exhaustion of Administrative Remedies: Inapplicable

We cannot also subscribe to Leonor's stance that Spouses De Jesus should have exhausted all available administrative remedies, such as an appeal with the OP, instead of instituting the nullity and reconveyance case with the RTC. It must be remembered that Spouses De Jesus won in the HLURB specific performance case as borne by the July 1, 2005 HLURB Decision which attained finality due to Spouses Go's failure to move for reconsideration or elevate the matter to the OP or to this Court.[38] As a matter of fact, the July 1, 2005 HLURB Decision was partially executed when Spouses De Jesus consigned with knowledge of Spouses Go the amount of P217,500.00. A special order for the execution of the deed of sale in favor of Spouses De Jesus had also been issued on July 12, 2007 and Spouses Go never challenged the validity of the said order. It is therefore absurd to require Spouses De Jesus to seek recourse to superior administrative agencies questioning a final and executory decision rendered in their favor.

Furthermore, Spouses De Jesus resorted to a proper remedy when they filed the nullity and reconveyance case instead of merely including Leonor in the implementation of the July 1, 2005 HLURB Decision. The binding effect of the July 1, 2005 HLURB Decision does not extend to Leonor who was not a party in the HLURB specific performance case. No one shall be affected by any proceeding to which he is a stranger. In the same manner, a writ of execution can be issued only against a party and not against one who did not have a day in court. Only real parties in interest in an action are bound by the judgment therein and by writs of execution issued pursuant thereto.[39]

It also bears stressing that Leonor already obtained a Torrens title in her name. As a general rule, a certificate of title shall not be subject to collateral attack and cannot be altered, modified, or cancelled except in a direct proceeding in accordance with law.[40] With this settled rule, Leonor's argument that Spouses De Jesus should seek the implementation of the HLURB Decision, instead of filing another suit with the regular court, necessarily

fails. As held in *Green Acres Holding, Inc. v. Cabral*,^[41] seeking the cancellation of a certificate of title by a mere motion for issuance of writ of execution of a decision rendered in a case where said title was not in issue constitutes a collateral attack which this Court cannot allow.

In fine, the doctrine of exhaustion of administrative remedies finds no application in the case at bench. Neither appeal to superior administrative agencies nor execution of the HLURB's decision against Leonor is allowed by law considering the prevailing circumstances herein.

RTC Neither Exercised Appellate Jurisdiction Over the July 1, 2005 HLURB Decision Nor Modified or Changed It; Leonor Not A Buyer In Good Faith

Contrary to Leonor's postulate, the RTC did not exercise appellate jurisdiction over the HLURB case when it took cognizance of the nullity and reconveyance case. As discussed earlier, the nullity and reconveyance case could not be considered as a continuation of the HLURB specific performance case given the totally different facts, issues, and causes of action between these two (2) cases.

Moreover, the RTC, in upholding Spouses De Jesus' right over the litigated property, followed the clear and unambiguous tenor of the July 1, 2005 Decision in the HLURB specific performance case. To recall, the HLURB ordered Spouses Go to execute an absolute deed of sale in favor of Spouses De Jesus upon payment of the purchase price. When Spouses Go failed to do so despite the consignment of P217,500.00, the HLURB issued its July 12, 2007 special order directing the sheriff to execute the absolute deed of sale on behalf of Spouses Go. Pursuant to the principle of conclusiveness of prior adjudication, the RTC has to recognize Spouses De Jesus' right over the disputed property as settled with finality by the HLURB Decision and Order. This principle of conclusiveness of prior adjudications is not confined in its operation to the judgments of the courts, but extends even to bodies vested with judicial powers.^[42]

Given the finality of the HLURB July 1, 2005 Decision in relation to the July 12, 2007 Special Order, it is quite plain that Spouses Go were no longer the owners of the subject land when they sold the same to Leonor. It is therefore paramount for Leonor to prove that she was an innocent purchaser for value entitled to the protection of the law. A purchaser in good faith is one who buys the property of another without notice that some other person has a right to or interest in such property, and pays a full and fair price for the same at the time of such purchase or before having notice of the claim of another person.^[43] The burden of proving the status of a purchaser in good faith and for value lies upon one who asserts the status. This *onus probandi* cannot be discharged by mere invocation of the ordinary presumption of good faith.^[44]

Leonor failed to discharge this burden. She chose not to testify and controvert the testimonies of Spouses De Jesus' witnesses that she was aware of the execution of the contract to sell and Spouses De Jesus were in possession of the property at the time she bought it. Her silence raises suspicion that she had knowledge of the transaction between Spouses Go and Spouses De Jesus. In the same manner, Antonio testified that Leonor acted as real estate broker for Luningning which, again, she never rebutted. It is totally against our human nature to just remain reticent and say nothing in the face of false accusations. The natural instinct of man impels him to resist an unfounded imputation. Hence, silence in such cases is almost always construed as implied admission of the truth thereof.^[45]

Good faith is also hard, if not impossible to presume, in this case considering the close relationship between Spouses Go and Leonor who acted as the real estate broker of the former. Neither Spouses Go nor Leonor provided any sufficient evidence that would convince the courts that the proximity of relationship between them as vendors and vendee in the questioned sale was not used to perpetuate fraud. Put differently, the evidence

adduced by Leonor was insufficient to remove the cloud of doubt pertaining to her good faith in acquiring the litigated land.[46]

Award of Damages and Attorney's Fees: Proper

Lastly, We do not find any cogent reason to delete the award of damages and attorney's fees in favor of Spouses De Jesus.

Moral damages are treated as compensation to alleviate physical suffering, mental anguish, fright, serious anxiety, besmirched reputation, wounded feelings, moral shock, social humiliation, and similar injury resulting from a wrong. Meanwhile, exemplary damages are imposed by way of example or correction for the public good, in addition to moral, temperate, liquidated, or compensatory damages. They are imposed not to enrich one party or impoverish another, but to serve as a deterrent against or as a negative incentive to curb socially deleterious actions; thus, the amount should be proportional to and in approximation of the suffering inflicted.[47] Here, Spouses De Jesus satisfactorily established their injury brought about by Spouses Go and Leonor's bad faith in conspiring to transfer title of the subject property despite knowledge that it already belongs to Spouses De Jesus by virtue of the July 1, 2005 Decision in the HLURB specific performance case. However, to conform to recent jurisprudence, We modify the award of moral damages from P250,000.00 to P100,000.00[48] and the exemplary damages from P100,000.00 to P50,000.00[49]

Spouses De Jesus are also entitled to attorney's fees pursuant to Article 2208 of the New Civil Code which provides, among others, that such fees may be recovered when exemplary damages are awarded, when the defendants' acts or omission has compelled the plaintiffs to litigate with third persons, or in any other case where the court deems it just and equitable to award attorney's fees.[50] However, the amount of P50,000.00 is more in keeping with the policy enunciated in by Article 2208 that the award of attorney's fees must always be reasonable.[51]

WHEREFORE, the instant appeal is hereby DENIED. The May 3, 2012 Decision of the Regional Trial Court, Branch 275, Las Piñas City in Civil Case No. LP-08-0160 is AFFIRMED with MODIFICATION that defendant-appellant Leonor Bedia and defendant Luningning Go are directed to pay plaintiffs-appellees Spouses Jose and Fredeswinda De Jesus, jointly and severally, P100,000.00 moral damages, P50,000.00 exemplary damages, and P50,000.00 attorney's fees. All other aspects of the assailed Decision stand.

SO ORDERED.

Villon, J., Chairperson and Zalameda, JJ., concur.

[1] See Notice of Appeal dated June 2, 2012 in relation to the RTC's Order dated July 19, 2012 giving due course to said appeal, records, pages 728 and 749-750, respectively.

[2] Penned by Judge Bonifacio Sanz Maceda, rollo, pages 100-103.

[3] Joaquin Go died pendente lite on December 7, 2011 as evidenced by his Certificate of Death, records, page 722.

[4] Ibid., page 421.

[5] Referred as Jose Antonio or J. Antonio Feliciano in some parts of the records.

[6] Records, pages 422-427.

- [7] Ibid., page 582.
- [8] Ibid., page 575.
- [9] See letter of Atty. Emilio Garcia to Atty. Jose De Jesus, Jr., *ibid.*, pages 583-584.
- [10] See December 7, 1990 letter of BPI-Family Bank to Spouses De Jesus, *ibid.*, page 585.
- [11] *Ibid.*, pages 561-565.
- [12] Penned by Atty. Maria Luisa G. Pangan with the approval of ENCRFO Regional Director Jesse A. Obligacion, *ibid.*, pages 430-436.
- [13] *Ibid.*, pages 463-464.
- [14] See HLURB's September 4, 2006 Order, penned by Atty. Dunstan T. San Vicente, *ibid.*, page 437. See also Official Receipt No. 3505929 and Metrobank Cashier's Check No. 0340016006, *ibid.*, pages 476 and 478, respectively.
- [15] See April 2, 2007 Sheriff's Return, *ibid.*, page 465.
- [16] *Ibid.*, pages 467-468.
- [17] *Ibid.*, page 35.
- [18] *Ibid.*, page 36.
- [19] *Ibid.*, pages 447-450.
- [20] See Memorandum of Encumbrances on TCT No. T-107428, *ibid.*, dorsal portion of page 36.
- [21] See Amended Complaint, *ibid.*, pages 623-633.
- [22] *Ibid.*, pages 82-86.
- [23] *Ibid.*, pages 131-133.
- [24] See Spouses Go's Answer, *ibid.*, pages 134-143.
- [25] See TSN, Alvin Alfred Naval, June 25, 2010, pages 1-12; See also TSN, Marilou Bautista, December 10, 2010, pages 1-13.
- [26] See Judicial Affidavit of Jose T. De Jesus, Jr., records, pages 198-212.
- [27] TSN, Normita Atienza and Fredeswinda De Jesus, October 1, 2010, pages 1-45.
- [28] See Judicial Affidavit of J. Antonio Feliciano dated January 21, 2011, records, pages 487-493.
- [29] See Manifestation and Offer of Evidence, *ibid.*, pages 612-616.
- [30] *Supra*, at note 2.
- [31] See July 19, 2012 Order, records, pages 749-750.
- [32] Rollo, pages 82-95.
- [33] *Ibid.*
- [34] See Plaintiffs-Appellees' Brief, *ibid.*, pages 120-152.

[35] See *Borra v. Court of Appeals*, G.R. No. 167484. September 09, 2013.

[36] See *Complaint for Specific Performance*, *supra*, at note 11.

[37] See *Amended Complaint for Declaration of Nullity, Reconveyance, Quieting of Title and Damages*, *supra*, at note 21.

[38] See the 2004 Rules of Procedure of the HLURB, Rule XXII, Section 1 which reads: Section 1. Finality of Judgment. - Decisions and orders of Arbiters and Commissioners shall be deemed final and executory in accordance with the following:

a. Unless otherwise provided, the decision or resolution of an Arbiter shall become final thirty (30) days after the date of receipt thereof and no appeal has been filed within the said period;

x x x

[39] *Olongapo City v. Subic Water and Sewerage Co., Inc.*, G.R. No. 171626. August 6, 2014; See also *Green Acres Holding, Inc. v. Cabral*, G.R. No. 175542. June 5, 2013.

[40] See *Presidential Decree No. 1529*, Section 48.

[41] *Supra*, at note 39.

[42] *Peña v. GSIS*, G.R. No. 159520. September 19, 2006.

[43] *The Heirs of Cabigas v. Limbaco*, G.R. No. 175291. July 27, 2011.

[44] See *Heirs of Late Felix M. Buton v. Spouses Go*, G.R. No. 188395. November 20, 2013.

[45] *Ferrer v. Carganillo*, G.R. No. 170956. May 12, 2010.

[46] See *Spouses Manguardia v. Heirs of Simplicio Valdes*, G.R. No. 177616. August 27, 2014.

[47] See *Skunac Corporation v. Sylianteng*, G.R. No. 205879. April 23, 2014.

[48] See *Fil-Estate Properties Inc. v. Spouses Ronquillo*, G.R. No. 185798. January 13, 2014.

[49] See *Arco Pulp and Paper Co., Inc. v. Lim*, G.R. No. 206806. June 25, 2014.

[50] See *Skunac Corporation v. Sylianteng*, *supra*, at note 47.

[51] See *Estores v. Spouses Supangan*, G.R. No. 175139. April 18, 2012.

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