

**ATTY. DEOGRACIAS C. REYES, JR. AND MRS. LORNA M. REYES,
PLAINTIFFS-APPELLEES, VS. NORMA SARATE, LAURO BRION,
ROBERTO PULUTAN, DOMINADOR GOCI, JAIME OBAL, CONRADO G.
BRION, SPS. ...**

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/f13bf87603ba/>

GALAPATE-LAGUILLES, J:

This is an appeal from the Decision[1] dated May 31, 2011 of the Regional Trial Court (RTC), Branch 30, San Pablo City in Civil Case No. SP-6629 (09) enjoining the defendants-appellants, among others, from interfering with or preventing plaintiffs-appellees' ingress to or egress from their property through a road ("subject road") within the Brion Heights Subdivision in Barangay San Lucas, San Pablo City, Laguna.

The facts are culled from the records.

The plaintiffs-appellees spouses Atty. Deogracias C. Reyes, Jr. (Atty. Reyes) and his wife, Lorna M. Reyes (spouses Reyes) are the owners of a parcel of land covered by Transfer Certificate of Title (TCT) No. T-84179[2] which is adjacent to the dead end portion of the subject road within the Brion Heights Subdivision owned by defendant-appellant Conrado G. Brion (Mr. Brion). The Spouses claim that their property is surrounded by other immovables and is without any outlet leading to the public highway except through the said road. Mr. Brion, upon the request of the spouses, verbally granted the latter a right of way or passage through the same road. The spouses thereafter started to construct a gate near their property to separate the same from their passage way through the subject road. Mr. Brion however, refused to execute any document showing his granting of right of way but assured the Spouses Reyes of his continuing commitment to allow them to pass through the same road. The defendant-appellants, particularly, Norma Sarate (Norma), his secretary and his house companion, Jimmy Obal (Jimmy) however, opposed the spouses' usage of the road. They (Norma and Jimmy) later on led the rest of the defendants-appellants, who are all residents and/or lot owners within the Brion Heights Subdivision, in opposing the spouses' passage.

As Conrado Brion was an unwilling co-plaintiff, he was later on impleaded as a co-defendant in the Spouses Reyes' amended Complaint.

The following pieces of testimonial evidence were presented by the spouses before the court a quo:

Eduardo Demejis y Calixihan testified that he is the Brgy. Chairman of Brgy. San Lucas I, San Pablo City; that on September 21, 2009, while he was performing his official duties and functions, plaintiff-appellee Atty. Reyes sought his assistance because the gate of his lot located at the said barangay was being destroyed by a group of persons; that when he proceeded to the said place, he saw a group of persons digging at the dead end portion of the road of the Brion Heights Subdivision located at Brgy. San Lucas I, San Pablo City; that he saw defendants Norma and Lilia Ajes at the said place; that when he asked one of the persons digging in the place as to who instructed them to do so, the person replied that it was Norma who instructed them to proceed with the digging; that he saw Atty. Reyes talking with Norma as he was only three (3) meters away from where the two were talking and he even heard Atty. Reyes told Norma "hindi бага at ikaw ay naroon ng ako ay payagan?"; that

Norma answered back “yes, you were allowed but he did not sign, maghabla na kayo hindi namin ititigil ang paghuhukay”; that Norma was referring to Mr. Brion as the one who gave Atty. Reyes the permission to use the road; that Atty. Reyes told the group of persons to stop the digging but they ignored it and they said “hindi kami titigil itutuloy namin ito”; that Atty. Reyes asked assistance from the police authorities who directed the group of persons to stop the digging and discuss the matter with the barangay, but the group of persons still continued with the digging; that a meeting was held at the barangay hall; that during the meeting, the group of Norma was advised to settle the problem to forestall the filing of the case in court but she retorted that she did not want any settlement; and that Atty. Reyes was granted by Mr. Brion an access to the said road.[3]

The other witness, SPO1 Delfin Anggi y Bautista testified that on September 21, 2009, while on duty, their radio operator received a call for police assistance; that the request was relayed to him and that he, together with four (4) others, went to Brgy. San Lucas, San Pablo City; that when he arrived at the said place, he saw a group of persons digging at the dead end portion of the road of the Brion Heights Subdivision and Norma was talking with Atty. Reyes; that he heard Atty. Reyes saying to Norma “nakaharap ka ng bigyan ako ni Dado Brion ng right of way” and Norma Sarate replied “oo nga binigyan ka nga ni Dado pero walang nakasulat na pinirmahan”; that he saw Norma talking a lot and seemed that she was the leader of the group; that the conversation between Atty. Reyes and Norma was hostile; and that Norma even instructed the group “huwag kayong titigil, hayaan ninyo yan”.[4]

On September 30, 2010, witness Atty. Villanueva, a retired Judge of the Regional Trial Court of San Pablo City, was presented. He testified, among others, that the appellees are the registered owners of a parcel of land covered by TCT No. T-84179 located at Brgy. San Lucas, San Pablo City; that he had been to the said property many times and that the only ingress to and egress from the said property is the subdivision road which is abutting the subject property; that in order to resolve the problem of ingress and egress, Atty. Reyes asked permission from Mr. Brion that he be given a right of way; that, in his (Atty. Villanueva's) presence, Mr. Brion assured Atty. Reyes that there will be no problem with him as he could not refuse the request because of the good relationship of Atty. Reyes' father, Deogracias Reyes, Sr, with him; that Mr. Brion advised Atty. Reyes to also secure permission from the developer, FF De Castro; that Atty. Javaluyas, the counsel of FF De Castro, assisted Atty. Reyes in securing the permission of the said developer; that Mrs. De Castro, wife of FF De Castro, assured Atty. Reyes that FF De Castro would give him the permission to use the subdivision road as their (spouses Reyes) right of way; that before Mrs. De Castro executed the Deed of Grant of Right of Way in favor of Atty. Reyes, she first talked with Mr. Brion to confirm his assent to the granting of the same; that after their conversation, Mrs. De Castro signed the said document.

They proceeded thereafter to Mr. Brion's residence to have him sign the said document but Mr. Brion told Atty. Reyes that there is no need to do so because he has already given the verbal assurance that he (Atty. Reyes) can utilize the said road as his right of way to his property; and that his (Mr. Brion's) word is as good as his signature; that after the said document was notarized, Atty. Reyes removed the barb wire being used as fence of the subdivision and installed a temporary gate so that they could enter his property; that one Saturday, he accompanied Atty. Reyes to the said property and he saw a truck unloading sand, hollow blocks and sacks of cement and there were people digging and installing hollow blocks between Atty. Reyes' property and the subdivision road upon the instruction of Norma; that the temporary gate installed by Atty. Reyes in his property was already removed by the said people; that Atty. Reyes talked with Norma and explained to her that he was already given the right of way by Mrs. De Castro and that there was already a verbal permission from Mr. Brion; that Norma explained to Atty. Reyes in a high tone of voice that she would accede to Atty. Reyes' request to stop the digging only if he (Atty. Reyes) can show a written permission from Mr. Brion.[5]

On February 16, 2011, Atty. Javaluyas took the witness stand and testified that he accompanied Atty. Reyes to Mr. Brion's residence in connection with Atty. Reyes' request for a right of way; that, upon arriving there, he saw Judge Villanueva already talking with Mr. Brion; that before Mr. Brion finally agreed to such request, he was at first hesitant as he told Atty. Reyes that he would need to consult first and secure the consent of the developer, FF De Castro; that Mrs. De Castro, Vice-President of FF De Castro, went to San Pablo City to sign the Deed of Right of Way; that the said document bears the name of Mr. Brion as a party because he made an assurance that if Mr. De Castro would sign the document, he would also sign the same; and that when the said document was presented to Mr. Brion, he did not sign the same saying that there was no more need for him to do so as he had already given his verbal consent.[6]

On March 9, 2011[7], Atty. Reyes was presented and he reiterated in his testimony all the allegations that he stated in the Amended Complaint[8] dated October 5, 2009.

The defendants-appellants, on the other hand, did not present countervailing evidence. They were declared in default by the court a quo on June 29, 2010.[9]

On May 31, 2011, the court a quo rendered its Decision[10], the dispositive portion of which reads:

“WHEREFORE, judgment is hereby rendered for the plaintiffs by:

1. Ordering all the defendants and/or their agents or representative(s) to cease and desist from entering in the plaintiffs' lot and from constructing a fence or placing any obstruction on the plaintiffs' outlet and access to and from the public road in front of the subdivision road lot of Brion Heights Subdivision, Brgy. San Lucas II (per title) but actually within the territory of Brgy. San Lucas I, San Pablo City;
2. Ordering all the defendants and/or their agents or representative(s) to cease and desist from interfering or preventing the plaintiffs, the plaintiffs' heirs, successors in interests, assigns, and representatives from exercising the easement of right of way which include but not limited to the right of way for electric and telephone lines as well as water pipe lines on the aforesaid subdivision lot;
3. Ordering all the defendants to maintain the free passage (ingress and egress) of the plaintiffs, plaintiffs' heirs, successors in interest, assigns and authorized representatives on the subject subdivision lot;
4. Ordering defendants Norma Sarate, Lauro Brion, Roberto Pulutan, Dominador Goci, Jaime Obal, Conrado G. Brion, Sps. Rodante Ajos and Lilia Ajos, Maritess Gonzales, Roderico Hernandez, Geralyn Ajos Damasing, Lolita Carido, Jocelyn Bucay, Dervie Galvez, Glenna Ojarosco, Grelina B. Noche, Reynaldo Reyes, Milinda, Sagut, Randy Ajos, Mena Balquin, Ludovico Escano, Procy Sarate, Conrado Aquino, Jr., Dennis Velasco, Ma. Theresa Sarate, and C.G. Brion Village Home Owners Association to pay plaintiffs jointly and severally:
 - a.) The amount of Two Hundred Thousand Pesos (Php 200,000.00) as moral damages;
 - b.) The amount of One Hundred Thousand Pesos (Php 100,000.00) as exemplary damages;
 - c.) The amount of Fifty Thousand Pesos (Php 50,000.00) as attorney's fees;
 - d.) The amount of Seven Thousand Nine Hundred Fifty Pesos (Php 7,950.00) as litigation expenses and;
 - e.) To pay the costs.”

SO ORDERED.”

On June 10, 2011, the plaintiffs-appellees filed a Motion for Issuance of the Writ of Execution[11] anchored on the ground that the Decision is immediately executory and enforceable as it is in the nature of an action for injunction.

On June 13, 2011, the defendants-appellants filed a Clarificatory Comment Ad Cautelam[12] stating that there is nothing in the Decision which specifically ordered that plaintiffs-appellees may undertake construction of any kind in the disputed subdivision road lot; that the Decision did not order defendant Mr. Brion to sign a written instrument granting right of way for the installation of electric, telephone and pipelines in favor of plaintiffs-appellees as the latter did not pray for the same in their Amended Complaint; and that the trial court has no jurisdiction over the matter of right of way since the complaint is only for damages with TRO.

The Motion for Issuance of Writ of Execution was set for hearing on July 26, 2011.[13] On the said date, upon motion of the plaintiffs-appellees' counsel, the said Motion was deemed submitted for the trial court's resolution.[14]

On July 28, 2011, the trial court issued an Order[15] granting the issuance of a Writ of Execution.

Feeling aggrieved, defendants-appellants filed the instant appeal raising the following issues:

- (1) WHETHER OR NOT DEFENDANT-APPELLANT CONRADO G. BRION VOLUNTARILY GRANTED A RIGHT OF WAY TO PLAINTIFFS-APPELLEES.
- (2) WHETHER OR NOT THE GRANT OF RIGHT OF WAY BY THE TRIAL COURT TO PLAINTIFFS-APPELLEES IS VALID AND LEGAL.
- (3) WHETHER OR NOT THE AWARD OF DAMAGES IS INVALID AND ILLEGAL.[16]

The defendants-appellants, in their Brief argue that the court a quo erred when it confirmed the spouses Reyes' claim and evidence of oral grant of right of way; that what was involved was a transmission of right or interest in real property, particularly, a right of way thus, the law requires that the same should be set forth in a public instrument as provided under Article 1358 of the Civil Code; that while there are cases where the Supreme Court declared that the provision of Article 1358 of the Civil Code on the necessity of a public document is only for convenience and not for validity or enforceability, there are also instances where the parties may compel each other to observe the proper form once the contract has been perfected pursuant to the case of *Heirs of Biona v. Court of Appeals*:[17] that since the Deed of Grant of Right of Way[18] was without the signature of Mr. Brion, no written grant thereof has been perfected and thus, this clearly repudiates, denies and controverts the allegation of the plaintiffs-appellees that Mr. Brion verbally granted them a right of way; that the court a quo erred when it granted the right of way to plaintiffs-appellees even if the latter failed to establish by competent evidence the requisites for the compulsory grant of right of way which are the following: (a) the estate is surrounded by other immovables and is without adequate outlet to public highway; (b) after payment of proper indemnity; (c) the isolation was not due to proprietor's own acts and (d) the right of way claimed is at a point least prejudicial to the servient estate; and that the court a quo erred in awarding damages to plaintiffs-appellees.[19]

The plaintiffs-appellees, on the other hand, riposte that the Decision of the trial court dated May 31, 2011, correctly, validly and legally found that Mr. Brion indeed granted a right of way in their favor; that the Order of the trial court dated October 1, 2009 even quoted Mr. Brion's intimation of his lack of no objection to the plaintiffs-appellees' use of the disputed road as their right of way; that the trial court correctly accorded full credence to the witnesses presented that truly, Mr. Brion granted them said right of way; that the requirement that the acts and contracts must be in a public instrument is only for convenience and not for validity and enforceability pursuant to the teaching of *Fule v. Court of Appeals*:[20] that when a verbal contract has been completed, executed or partially consummated, its enforceability will not be barred by the Statute of Frauds which applies only to an executory agreement; and that lastly, the trial court did not err in awarding damages to the plaintiffs-appellees.[21]

We dismiss the appeal.

The issue put forth by the appeal is whether or not the spouses Reyes were able to present adequate evidence to establish the granting of right of way in their favor. After a careful consideration of the plaintiffs-appellees' pieces of evidence, We affirm the findings and conclusions of the trial court.

Prefatorily, an easement or servitude is “a real right constituted on another’s property, corporeal and immovable, by virtue of which the owner of the same has to abstain from doing or to allow somebody else to do something on his property for the benefit of another thing or person.”[22] The statutory basis of this right is Article 613 of the Civil Code which reads:

“Art. 613. An easement or servitude is an encumbrance imposed upon an immovable for the benefit of another immovable belonging to a different owner.

The immovable in favor of which the easement is established is called the dominant estate; that which is subject thereto, the servient estate.”

There are two kinds of easements according to source – by law or by the will of the owners.[23] Article 619 of the Civil Code provides:

“Art. 619. Easements are established either by law or by the will of the owners. The former are called legal and the latter voluntary easements.”

In the instant case, the spouses Reyes were able to establish by preponderance of evidence that there was a voluntary easement of right of way granted by Mr. Brion in their favor. In civil cases, the party having the burden of proof must establish his case by a preponderance of evidence. Preponderance of evidence is the weight, credit, and value of the aggregate evidence on either side and is usually considered to be synonymous with the term “greater weight of the evidence” or “greater weight of the credible evidence.” Preponderance of evidence is a phrase which, in the last analysis, means probability of the truth. It is evidence which is more convincing to the court as worthier of belief than that which is offered in opposition thereto.[24]

The plaintiffs-appellees' claim that Mr. Brion verbally allowed them to use the said subdivision road was satisfactorily established by the testimonies of the plaintiffs-appellees' witnesses namely: Eduardo Demejis y Calixihan[25], SPO1 Delfin Angga y Bautista[26], Atty. Villanueva[27] and Atty. Javaluyas[28].

Brgy. Chairman Eduardo Demejis y Calixihan testified that he saw Atty. Reyes talking with Norma and he heard Atty. Reyes told Norma “hindi бага at ikaw ay naroon ng ako ay payagan?”. Norma answered back “yes, you were allowed but he did not sign, maghabla na kayo hindi namin ititigil ang paghuhukay”. He further testified that Norma referred to Mr. Brion as the one who gave Atty. Reyes the said permission.

SPO1 Delfin Angga y Bautista testified that he heard Atty. Reyes saying to Norma “nakaharap ka ng bigyan ako ni Dado Brion ng right of way” and Norma Sarate replied “oo nga binigyan ka nga ni Dado pero walang nakasulat na pinirmahan”.

Atty. Villanueva on the other hand, a retired Judge, testified that when Atty. Reyes asked permission from Mr. Brion that he be given a right of way, the latter assured Atty. Reyes that there will be no problem with him because of the good relationship of Atty. Reyes' father, Deogracias Reyes, Sr, with him. Mr. Brion told Atty. Reyes “hindi ako makakatangi sa iyong pakiusap kasi matalik kaming magkaibigan ng iyong ama at ano mang iyong hihingin at gagawin ay nasa likuran mo ako”. However, when they proceeded to Mr. Brion's residence to have him sign the Deed of Grant of Right of Way, Mr. Brion told Atty. Reyes that there is no need to sign the same because he has already given Atty. Reyes the verbal assurance that he (Atty. Reyes) can utilize the said road

as his right of way to his property; that his (Mr. Brion) word is as good as his signature.

Then, Atty. Javaluyas testified that he accompanied Atty. Reyes to Mr. Brion's residence in connection with Atty. Reyes' request for a right of way and before Mr. Brion finally agreed to such request, he was at first hesitant as he told Atty. Reyes that he would need to consult first and secure the consent of the developer, FF De Castro. Mr. Brion however, did not sign the Deed of Grant of Right of Way saying that there was no more need for him to sign as he had already given his verbal consent.

Viewed from the prism of the foregoing declarations, all of which were not challenged by the defendants as they obviously chose not to adduce evidence before the court below, there is no reason for Us to doubt the said witnesses' unanimity in their declarations as they had direct participation or were present when the agreement between plaintiff-appellee Atty. Reyes and Mr. Brion over the right of way was reached or concluded. These oral evidence certainly are convincing proof that Mr. Brion had indeed constituted a voluntary easement of right of way over the said subdivision road in favor of the plaintiffs-appellees. The agreement maybe oral but nonetheless, like any other contract, the same could be extinguished only by mutual agreement or by renunciation of the owner of the dominant estate.[29]

Moreover, We concur with the court a quo's observation that the defendants-appellants' Pinagsamang Sinumpaang Salaysay[30] dated September 29, 2009 did not specifically state that the plaintiffs-appellees' had no grant of right of way from Mr. Brion, as what they alleged merely is that, said plaintiffs-appellees' had no written permission to use the subdivision road lot.[31] This fact shows that defendants-appellants knew, as posited by the spouses, that plaintiffs-appellees were able to secure a verbal grant of right of way from Mr. Brion. Furthermore, Mr. Brion, being an unwilling co-plaintiff,[32] was named as defendant in the Amended Complaint filed by Atty. Reyes. That being the case, the Court finds it perplexing why Mr. Brion, who could have easily renounced or withdrawn the voluntary easement of right of way that he constituted in favor of the plaintiffs-appellees, did not make such renunciation or withdrawal. Absent such renunciation or withdrawal, it can be safely assumed that Mr. Brion indeed gave voluntarily his permission to use the subdivision road lot. For to repeat, a voluntary easement of right-of-way can only be extinguished by mutual agreement or by renunciation of the owner of the dominant estate.

We do not also agree with defendants-appellants' contention that the verbal grant of easement of right of way made by Mr. Brion in favor of the plaintiffs-appellees is not valid and binding since what was involved was a transmission of right or interest in real property thus requiring that the same shall be set forth in a public instrument as provided under Article 1358 of the Civil Code. True, Article 1358 of the Civil Code requires that the form of a contract that transmits or extinguishes real rights over immovable property should be in a public document. The failure, however, to observe the proper form does not render the transaction invalid. The necessity of a public document for said contracts is only for convenience; it is not essential for validity or enforceability.[33] Thus, even if the voluntary easement of right of way was made only verbally by Mr. Brion in favor of the plaintiffs-appellees, the grant is valid and binding for even a verbal contract produces legal effects between the parties.[34]

As to the defendants-appellants' contention[35] that the court a quo has no jurisdiction over the matter of right of way since the Complaint is only for damages with prayer for Temporary Restraining Order (TRO), We also brush this aside for utter lack of merit. It is a hornbook principle that jurisdiction over the subject matter of a case is conferred by law and determined by the allegations in the Complaint which bears a concise statement of the ultimate facts constituting the plaintiff's cause of action. The nature of an action, as well as which court or body has jurisdiction over it, is determined based on the allegations contained in the Complaint of the plaintiff, irrespective of whether or not the plaintiff is entitled to recover upon all or some of the claims asserted therein.

The averments in the Complaint and the character of the relief sought are the ones to be consulted. Once vested by the allegations in the Complaint, jurisdiction also remains vested irrespective of whether or not the plaintiff is entitled to recover upon all or some of the claims asserted therein.[36]

The nature of the action is determined by the body rather than the title of the Complaint.[37] Though denominated as an action for damages, an examination of the allegations made by plaintiffs-appellees in their amended Complaint show that the instant case primarily dwells on the validity and binding effect of the voluntary easement of right of way given by Mr. Brion in their favor as they seek to enjoin the defendants-appellants from interfering with or preventing their ingress to or egress from their property through the subject road lot. The damages that the spouses Reyes seek therefore, is just incidental to what was alleged by them in the body of their Complaint. For to repeat, the dictum adhered to in this jurisdiction is that the nature of an action is determined by the allegations in the body of the pleading or Complaint itself, rather than by its title or heading.[38]

As to the damages awarded by the court a quo in the form of moral damages and attorney's fees, We likewise sustain the same. Moral damages are awarded to compensate the claimant for physical suffering, mental anguish, fright, serious anxiety, besmirched reputation, wounded feelings, moral shock, social humiliation and similar injury.[39] In addition to moral damages, exemplary damages are imposed by way of example or correction for the public good.[40] To be entitled to the award of damages, either moral or exemplary, the plaintiffs-appellees must prove the existence of bad faith by clear and convincing evidence which they were able to do.[41]

Here the Spouses Reyes and their witnessess clearly established the fact that because of the deliberate acts of the defendants-appellants in preventing them from using their right of way, they suffered mental anguish, serious anxiety and social humiliation.

In addition to the award of moral damages, exemplary damages were also correctly imposed by the court a quo. The plaintiffs-appellees were able to prove bad faith on the part of the defendants-appellants as the latter knew all along that a voluntary easement of right of way was granted by Mr. Brion but still, they (defendants-appellants) ordered the removal of the temporary gate installed by the plaintiffs-appellees in front of their lot, and further ordered the excavation of the dead end portion of the subject road which abutted to the plaintiffs-appellees' property. Moreover, it was shown in the Order[42] dated October 1, 2009 issued by the court a quo that Norma informed the Presiding Judge (Judge Morga) that the association has decided not to allow the plaintiffs-appellees to use the subject road as right of way considering the ill-feelings that all the members of the association harbor against Atty. Reyes.

Lastly, the court a quo did not err in awarding attorney's fees in favor of the plaintiffs-appellees as they were compelled to litigate because of the wrongful acts done by the defendants-appellants. Article 2208 of the Civil Code allows attorney's fees to be awarded by a court when its claimant is compelled to litigate with third persons or to incur expenses to protect his interest by reason of an unjustified act or omission of the party from whom it is sought.[43]

In sum, We see no reason to disturb the Decision of the court a quo as the same is in full accord with the established facts, applicable law, and jurisprudence.

WHEREFORE, the assailed Decision of the RTC of San Pablo City, Branch 30 dated May 31, 2011 is hereby AFFIRMED.

SO ORDERED.

Punzalan Castillo, M.P., Chairperson and Lazaro-Javier, A.C., J.J., concur.

- [1] Rollo, pp. 31-48.
- [2] Folder of Exhibits, pp. 13A-14.
- [3] TSN dated September 15, 2010, pp. 3-31.
- [4] Id., pp. 40-52.
- [5] TSN dated September 30, 2010, pp. 3-29.
- [6] TSN dated February 16, 2011, pp. 3-17.
- [7] TSN dated March 9, 2011, pp. 3-46.
- [8] Records, Volume I, pp. 65-73.
- [9] Records, Volume II, pp. 64-65.
- [10] Supra note at 1.
- [11] Records, Volume II, pp. 153-154.
- [12] Id., pp. 156-157.
- [13] Id., p. 159.
- [14] Id., p. 160.
- [15] Id., pp. 161-162.
- [16] Rollo, p. 220.
- [17] G.R. No. 105647, May 31, 2001.
- [18] Folder of Exhibits, pp. 9-10.
- [19] Rollo, pp. 220-230.
- [20] G.R. No. 112212, March 2, 1998.
- [21] Rollo, pp. 311-319.
- [22] Spouses Valdez v. Spouses Tabisula, G.R. No. 175510, July 28, 2008.
- [23] Id.
- [24] Section 1, Rule 133 of the Rules of Court; Chua v. Westmont Bank, et al., G.R. No. 182650, February 27, 2012.
- [25] Supra note at 3.
- [26] Supra note at 4.
- [27] Supra note at 5.

[28] Supra note at 6.

[29] See Unisource Commercial and Development Corporation v. Chung, et al., G.R. No. 173252, July 17, 2009.

[30] Folder of Exhibits, pp. 21-22.

[31] Rollo, p. 246.

[32] Section 10, Rule 3 of the Rules of Court.

[33] Castillo v. Security Bank Corporation, et al., G.R. No. 196118, July 30, 2014.

[34] Id.

[35] Supra note at 12.

[36] Medical Plaza Makati Condominium Corp. v. Cullen, G.R. No. 181416, November 11, 2013.

[37] Id.

[38] Ruby Shelter Builders and Realty Development Corporation v. Hon. Formaran III, G.R. No. 175914, February 10, 2009.

[39] MERALCO v. Atty. Castillo, G.R. No. 182976, January 14, 2013.

[40] Id.

[41] See Francisco, et al. v. Ferrer, Jr., et al., G.R. No. 142029, February 28, 2001.

[42] Records, Volume I, pp. 35-36.

[43] See Lambert v. Heirs of Ray Castillon, G.R. No. 160709, February 23, 2005.

ABOUT BATAS.ORG

Study smarter at BATAS.org

The Philippine bar review and law-school companion built around how your brain actually remembers.

The complete Philippine law library - free for everyone.

More than 100,000 Supreme Court decisions, Republic Acts, and executive issuances - full-text searchable, browsable by category and year, and always free. No paywall, no login. This PDF came from it.

Audio case-brief lectures.

Any decision becomes a podcast-style lecture - facts, issues, ruling, and doctrine - with read-along highlighting and a hands-free presentation mode. Study while commuting, working out, or resting your eyes.

Bar review built on the science of memory.

Complete, sequenced courses for all eight bar subjects, narrated like podcasts and reinforced with retrieval practice and spaced review - the study techniques with the strongest evidence behind them.

The full law-school curriculum.

One subscription unlocks the entire J.D. curriculum - every subject, every lesson, with your progress tracked down to the paragraph so you can pick up exactly where you left off, on any device.

Mock exams that tell you where you stand.

Timed multiple-choice exams graded instantly, with per-subject score breakdowns and focus suggestions that point you at your weakest topics first.

A study planner that keeps you on pace.

Set your schedule and BATAS tells you every day whether you are on track for bar day - and exactly which lesson to take next.

Start free at <https://batas.org>

The law library is free forever - and your first lesson is one click away.

The text of this document is an official public record and remains in the public domain. Formatting, presentation, and compilation © 2026 batas.org.

Downloaded free from the batas.org Law Library. Share it freely - the library is free for every law student, bar reviewee, and practitioner.