

GULF COAST PORTLAND CEMENT CO., ALSO KNOWN AS TRANSENERGY GRINDING, INC., PETITIONER, V. REGIONAL TRIAL COURT, BRANCH 149, MAKATI CITY, APO CEMENT CORPORATION, AND CV. BORCO UTA...

Ponente: ELBINIAS, J.

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ELBINIAS, J.:

For disposition is a Petition for Certiorari[1] filed under Rule 65 of the Rules of Court. The Petition assails the Order[2] dated February 22, 2007 issued by the Regional Trial Court (“respondent court” for brevity) of Makati City, Branch 149 in Civil Case No. 05-542 for “Sum of Money”. The Petition also questions the Order[3] dated May 30, 2007, which denied petitioner's eventual Motion for Reconsideration[4].

The antecedent facts are:

Petitioner Gulf Coast Portland Cement Co., also known as Transenergy Grinding Inc. (“petitioner” or “petitioner TGI” for brevity), is a corporation existing under the laws of the State of Delaware, United States of America. It was not doing business in the Philippines, and was suing in an isolated transaction.[5]

Private respondent APO Cement Corp. (“private respondent APO Cement” for brevity) is a corporation organized under the laws of the Philippines.[6]

Private respondent CV. Borco Utama (“private respondent CV Borco” for brevity) is a corporation organized under the laws of Indonesia.[7]

On November 12, 2003, petitioner TGI and private respondent CV Borco entered into a Purchase Order Agreement[8] (“POA” for brevity) “for the supply of high grade unblended Indonesian Steam Coal, for delivery monthly during January to December 2004 for 144,000 MT in eighteen (18) cargoes of 8,000 MT each in barges and 48,000 MT optional tonnage xxx”[9].

In June 2004, private respondent CV Borco was able to deliver one (1) shipment of 8,135.072 Metric Tons (“MT” for brevity) of Indonesian Steam Coal, the delivery service of which was charged to the account of petitioner TGI for the amount of US \$308,156.53. However, finding that the shipment did not comply with the agreed product specification and that private respondent CV Borco defaulted in the delivery of the other shipments that were agreed upon in the POA[10], petitioner TGI filed a lawsuit against CV Borco and four (4) other defendants before the District Court of South Jakarta in Indonesia (“Indonesian case” for brevity).[11]

Afterwards, on June 22, 2005, private respondent CV Borco filed before respondent court, a Complaint[12] for “Sum of Money” against private respondent APO Cement (“case below” for brevity). In its Complaint, private respondent CV Borco alleged that in June 2004, it shipped to private respondent APO Cement, 8,135.072 MT of “Indonesian Bituminous Steaming Coal in Bulk” from Indonesia.[13] According to private respondent CV Borco, private respondent APO Cement took possession of the shipment without paying the purchase price of U.S. \$308,156.53, despite repeated demands for private respondent APO Cement to pay.[14]

On July 28, 2005, private respondent APO Cement filed its “Answer with Counterclaim”[15], alleging that, among others, private respondent CV Borco's Complaint stated no cause of action[16]. According to private respondent APO Cement, it had no coal supply agreement with private respondent CV Borco. Private respondent APO Cement added that the coal shipment of June 2004 was sold by private respondent CV Borco to petitioner TGI, which in turn was resold by the latter to private respondent APO Cement. Private respondent APO Cement further stated that it had fully paid the amount of the coal shipment to petitioner TGI.[17]

On September 20, 2005, private respondent APO Cement filed a “Motion for Preliminary Hearing on Affirmative Defenses”[18].

On November 18, 2005, respondent court issued an Order[19], which directed private respondent APO Cement “to make the necessary pleading to implead Transenergy Grinding, Inc. in this case so that this case will be finally and completely resolved”.[20]

As a result of the Order[21], private respondent APO Cement filed a “Third-Party Complaint”[22] against petitioner TGI.

On October 25, 2006, petitioner TGI filed a “Motion to Dismiss the Third-Party Complaint and the Complaint”[23] (“Motion to Dismiss” for brevity). Petitioner TGI's Motion to Dismiss[24] raised the following grounds:

“I. THE HONORABLE COURT HAS NO JURISDICTION OVER THE SUBJECT-MATTER OF THE CASE.

II. THE THIRD-PARTY COMPLAINT AND THE COMPLAINT ARE BARRED BY THE DOCTRINE OF FORUM NON CONVENIENS.

III. THE THIRD-PARTY COMPLAINT AND THE COMPLAINT ARE BARRED BY OPERATION OF THE PRINCIPLE OF LITIS PENDENTIA AND FORUM SHOPPING

IV. IN THE EVENT THAT THE APPLICATION OF THE PRINCIPLE OF LITIS PENDENTIA [WAS] RENDERED MOOT AND ACADEMIC BY SUPERVENING EVENTS, THE THIRD-PARTY COMPLAINT AND THE COMPLAINT ARE NEVERTHELESS BARRED BY EITHER THE DOCTRINE OF RES JUDICATA OR THE CONCEPT OF CONCLUSIVENESS OF JUDGMENT.”[25] (Emphasis and Italics were made in the original)

On February 22, 2007, respondent court issued its first assailed Order[26], which denied petitioner TGI's Motion to Dismiss[27]. The dispositive portion of the Order[28] stated:

“WHEREFORE, premises considered, the motion to dismiss the third-party complaint and the complaint filed by Transenergy Grinding, Inc. is hereby DENIED for lack of merit.

The motion for reconsideration (of the Order dated 11 October 2006) filed by Transenergy Grinding, Inc. is considered moot.

The Third-Party Complaint filed by Apo Cement Corporation dated April 17, 2006 is hereby ADMITTED and considering that summons to Transenergy Grinding, Inc. has already been served, the latter is given fifteen (15) days from receipt of this Order to file an answer.

SO ORDERED.”[29]

After petitioner TGI's Motion for Reconsideration[30] was denied by respondent court in its other assailed Order[31] of May 30, 2007, petitioner filed the Petition[32] at bench, praying for the following:

“WHEREFORE, it is respectfully prayed that:

1. The instant Petition be given due course;
2. Immediately upon the filing of this Petition, a Temporary Restraining Order be issued restraining, enjoining and preventing respondents from implementing the questioned Orders 22 February 2007 and 30 May 2007 xxx and from conducting further proceedings in Civil Case No. 05-542.
3. After hearing, the writ of preliminary injunction be issued on such bond as the Honorable Court may require, restraining, enjoining and preventing respondents from implementing the questioned Orders dated 22 February 2007 and 30 May 2007 xxx and from conducting further proceedings in Civil Case No. 05-542.
4. After hearing the parties on the merits:
 - 4.1. The equitable writ of certiorari be issued, setting aside the questioned Orders 22 February 2007 and 30 May 2007 xxx and directing the dismissal of Civil Case No. 05-542.
 - 4.2. A permanent writ of injunction be issued enjoining respondents from conducting further proceedings in Civil Case No. 05-542.

Petitioner prays for other just and equitable remedies under the premises.”[33]

Petitioner TGI raised this sole issue:

“WHETHER OR NOT RESPONDENT JUDGE ACTED WITH GRAVE ABUSE OF DISCRETION AMOUNTING TO LACK OR EXCESS OF JURISDICTION IN REFUSING TO DISMISS THE THIRD-PARTY COMPLAINT AND THE COMPLAINT IN CIVIL CASE NO. 05-542 ON THE GROUNDS OF LACK OF JURISDICTION, FORUM NON CONVENIENS, LITIS PENDENTIA, FORUM-SHOPPING, RES JUDICATA, AND THE DOCTRINE OF CONCLUSIVENESS OF JUDGMENT.”[34] (Emphasis was made in the original)

At the outset, the Petition[35] is dismissible for being an improper remedy. The general rule is that an Order denying a Motion to Dismiss, being interlocutory, cannot be subject of a Petition for Certiorari under Rule 65. This entrenched principle was reiterated by the Supreme Court in *Douglas Lu Ym vs. Gertrudes Nabua, et al.*[36], as follows:

“An order denying a motion to dismiss is an interlocutory order which neither terminates nor finally disposes of a case, as it leaves something to be done by the court before the case is finally decided on the merits. As such, the general rule is that the denial of a motion to dismiss cannot be questioned in a special civil action for certiorari which is a remedy designed to correct errors of jurisdiction and not errors of judgment. xxx” (Emphasis Supplied)

The remedy of petitioner from the denial of its Motion to Dismiss is to file an Answer and raise as affirmative defenses the grounds for dismissal raised in the Motion to Dismiss. Having to do so is pursuant to the following pronouncement of the Supreme Court in *Edwin N. Tribiana vs. Lourdes M. Tribiana*[37]:

“The proper remedy against an order denying a motion to dismiss is to file an answer and interpose as affirmative defenses the objections raised in the motion to dismiss. xxx.” (Emphasis Supplied)

A Petition for Certiorari against an interlocutory order, such as an Order denying a Motion to Dismiss, may prosper only if the denial was tainted with grave abuse of discretion amounting to lack or excess of jurisdiction and there is no plain, speedy and adequate remedy available to petitioners.[38]

Here, even if the Petition for Certiorari[39] is to be considered as proper, petitioner TGI's positions are unmeritorious.

Contrary to petitioner TGI's allegations, respondent court exercised jurisdiction over the subject matter of the case.

Petitioner TGI had argued that:

“xxx It cannot be denied that the shipment of coal involved in the instant case is the subject of the earlier Purchase Order Agreement xxx between private respondent CV. Borco Utama (the Seller) and petitioner TGI (the Buyer). xxx

xxx

xxx Clearly, in the light of undisputed and undeniable facts above, respondent Court has no jurisdiction over the subject matter of the case.

xxx

xxx It is respectfully submitted that the quoted ruling fails to consider that private respondent CV. Borco Utama has achieved by circumvention what it could not do by direct action.

xxx By direct action, private respondent CV. Borco Utama cannot implead petitioner TGI as a defendant before respondent Court, for that would be a black-and-white case of forum-shopping considering that both CV. Borco Utama and TGI are already presently litigating in Indonesia involving the same subject-matter.

xxx By circumvention, private respondent CV. Borco Utama has nevertheless succeeded in dragging petitioner TGI in its Complaint before respondent Court when the lower court refused to dismiss the Complaint and the Third-Party Complaint.

xxx

xxx Significantly, in the Order dated 20 January 2006 xxx respondent court has correctly acknowledged that private respondent CV. Borco Utama and petitioner TGI are both foreign corporations that cannot sue each other in the Philippines for lack of jurisdiction. xxx

xxx

xxx Still in the questioned Order dated 30 May 2007 xxx maintaining its refusal to dismiss the Complaint and the Third-Party Complaint, respondent Court asserts its jurisdiction xxx”[40] (Emphasis Supplied)

Defeating petitioner's allegations however, is that, as is the settled rule, jurisdiction over the subject matter of the case is conferred by law and is determined by the allegations in the Complaint[41], and is not made to depend upon the allegations in the Answer or in a Motion to Dismiss.[42]

Here, respondent court has jurisdiction over the subject matter of the case as conferred by Section 19 of Batas Pambansa Blg. 129, as amended by Republic Act No. 7691[43], which provides:

“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;

xxx

(8) In all other cases in which the demand, exclusive of interest, damages of whatever kind, attorney's fees, litigation expenses, and costs or the value of the property in controversy exceeds One hundred thousand pesos (100,000.00) or, in such other abovementioned items exceeds Two hundred thousand pesos (200,000.00).” (Emphasis Supplied)

Moreover, a perusal of the records showed that private respondent CV Borco's Complaint[44] sufficiently stated

the bases of the latter's action against private respondent APO for "Sum of Money". The Complaint[45] alleged as follows:

"xxx In June, 2004, plaintiff (private respondent CV Borco here) shipped from Indonesia to the defendant (APO Cement Corporation here) 8,135.072 metric tons of Indonesian Bituminous Steaming Coal in Bulk. The coal was discharged at defendant's pier in Naga, Cebu, Philippines, whereupon defendant (APO Cement Corporation) took possession of the same.

The coal shipment had an invoice value of U.S. \$308,156.53.

xxx

xxx Defendant (APO Cement Corporation) had taken possession of plaintiff's coal, and had completely appropriated the same without paying plaintiff (private respondent CV Borco) the value thereof (U.S. \$ 308,156.53).

xxx To date, defendant (APO Cement Corporation) has not paid plaintiff (private respondent CV Borco) the value of the shipment, U.S. \$ 308,156.53, notwithstanding repeated demands made by plaintiff for the payment thereof. To be sure, plaintiff is justly entitled to be paid the sum of U.S. \$ 308,156.53, plus legal interests thereon.

xxx Defendant's (APO Cement Corporation's) refusal to pay plaintiff's (private respondent CV Borco's) just claims has constrained plaintiff (private respondent CV Borco) to litigate in court, and incur attorney's fees and expenses of litigation in sums to be established at the trial, and for which sums defendant (APO Cement Corporation) should be held liable to the plaintiff (private respondent CV Borco)."[46] (Emphasis Supplied)

For its part, private respondent APO's Third-Party Complaint[47] stated the following, among others:

"xxx Sometime in June 2004, third-party plaintiff (private respondent APO Cement) ordered from the third-party defendant (petitioner TGI here) 8,135.072 metric tons of Indonesian Bituminous Coal. As proof thereof, the third-party defendant (petitioner TGI) issued to APO (private respondent APO Cement) Invoice No. 13988 xxx dated 18 June 2004, representing the latter's (private respondent APO Cement's) purchase of 8,135.072 metric tons of Indonesian Bituminous Coal (in Bulk) in the amount of US\$354,038.33.

xxx

xxx Third-party defendant (petitioner TGI) then sourced APO's (private respondent APO Cement's) coal requirement. Subsequently, the plaintiff in the main Complaint, C.V. Borco Utama (private respondent C.V. Borco), upon instructions of third-party defendant (petitioner TGI), shipped the subject coal shipment to APO's (private respondent APO Cement's) pier in Naga, Cebu, under Commercial Invoice No. 040518/24 issued by C.V. Borco Utama (private respondent C.V. Borco) to the third-party defendant (petitioner TGI). APO (private respondent APO Cement) then took possession of the said coal delivery.

xxx

xxx Thereafter, on 14 October 2004, APO (private respondent APO Cement) remitted the sum of US\$354,038.33 to third-party defendant's (petitioner TGI's) Bank of America Account Number 001390100839. xxx

xxx The third-party defendant (petitioner TGI) subsequently confirmed APO's (private respondent APO Cement's) payment for the subject June 2004 coal shipment xxx

xxx

xxx Despite APO's (private respondent APO Cement's) due payment of the subject coal shipment to the

third-party defendant (petitioner TGI), C. V. Borco Utama (private respondent C.V. Borco) filed a complaint for sum of money against APO (private respondent APO Cement), seeking payment in the amount of US\$308,156.53 for the exact same 8,135.072 metric tons of Indonesian Bituminous Coal for which APO (private respondent APO Cement) had already paid TGI (petitioner TGI).

xxx

xxx In view of APO's (private respondent APO Cement's) payment of the coal shipment to the third-party defendant (petitioner TGI), APO (private respondent APO Cement) has asserted in its Answer to the main Complaint that C. V. Borco Utama (private respondent C.V. Borco) has no cause of action against it. Nevertheless, in the event that APO (private respondent APO Cement) is held liable for any amount in favor of C.V. Borco Utama (private respondent C.V. Borco), third-party defendant (petitioner TGI) should be directed to satisfy the said judgment on behalf of APO (private respondent APO Cement) and to pay APO (private respondent APO Cement) the amount of One Hundred Thousand Pesos (P100,000.00) for attorney's fees as damages.”[48] (Emphasis Supplied)

Petitioner TGI could not also properly argue that respondent court should have dismissed private respondent CV Borco's Complaint[49] and private respondent APO Cement's Third-Party Complaint[50] on ground of forum non conveniens.

Petitioner TGI had argued as follows:

“xxx It is readily observable that hardly any significant factor in the Purchase Order Agreement between private respondent CV. Borco Utama and petitioner TGI has its locale in the Philippines. A substantial portion of the contract, which was executed in Indonesia, had to be performed in Indonesia. Most importantly, by express stipulation, the agreement shall be governed and construed in accordance with the laws of the Republic of Indonesia.

xxx Given this background, it is humbly submitted that the Philippines is not a convenient forum to decide any dispute arising from the agreement. On this basis, it is wise and legally justifiable to dismiss the case on the ground of forum non conveniens. xxx

xxx

xxx As explained above, it will be most inconvenient to make the witnesses available in the case below because they are outside the Philippines and access to the applicable laws of the Republic of Indonesia is not readily available to the Philippine court and to the parties litigating in the Philippines. These are strong and compelling reasons to dismiss the Complaint and the Third-Party Complaint filed with respondent Court on the ground of forum non conveniens.”[51] (Emphasis Supplied; Italics was made in the original)

Trumping petitioner TGI's contentions however, is that apart from the fact that forum non conveniens is not a ground for filing a Motion to Dismiss under Section 1, Rule 16 of the Rules of Court, petitioner TGI's averments of the foreign elements in the case below are insufficient to oust respondent court of its jurisdiction over Civil Case No. 05-542 and the parties involved[52]. This is because such foreign elements referred to by petitioner TGI pertain to the POA[53] entered into between petitioner TGI and private respondent CV Borco. Such POA[54] in turn, was not the subject of private respondent CV Borco's Complaint[55] against private respondent APO Cement and of private respondent APO Cement's Third-Party Complaint[56] against petitioner TGI.

Moreover, the determination of whether a suit should be entertained or dismissed on the basis of forum non conveniens depends on the facts of the case, as was discussed earlier, and is addressed to the sound discretion of respondent court. All of these matters were as similarly pronounced by the Supreme Court in *Kazuhiro Hasegawa and Nippon Engineering Consultants Co., Ltd. vs. Minoru Kitamura*[57], as follows:

“Neither can the other ground raised, *forum non conveniens*, be used to deprive the trial court of its jurisdiction herein. First, it is not a proper basis for a motion to dismiss because Section 1, Rule 16 of the Rules of Court does not include it as a ground. Second, whether a suit should be entertained or dismissed on the basis of the said doctrine depends largely upon the facts of the particular case and is addressed to the sound discretion of the trial court. In this case, the RTC decided to assume jurisdiction. Third, the propriety of dismissing a case based on this principle requires a factual determination; hence, this conflicts principle is more properly considered a matter of defense.” (Emphasis Supplied; Italics were made in the original)

Neither could petitioner TGI properly raise the ground of *litis pendentia* to move for the dismissal of private respondent CV Borco's Complaint[58] and of private respondent APO Cement's Third-Party Complaint[59].

On this matter, petitioner TGI had argued:

“xxx As mentioned in paragraphs 1.2 and 5.5 above, the shipment of coal mentioned in paragraph 4 of the Complaint filed with respondent Court is the same subject of dispute in the lawsuit that was much earlier filed by petitioner TGI against private respondent CV. Borco Utama and four (4) other additional defendants before the District Court of South Jakarta xxx

xxx

xxx As a result, by reason of the pendency of the case in Indonesia involving the identical subject matter, the instant case is dismissible on the ground of *litis pendentia*. xxx”[60] (Emphasis supplied)

Prevailing over petitioner TGI's allegations however, is that petitioner failed to establish the existence of the requisites of *litis pendentia*, which are as follows: “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.”[61]

Apart from having no identity of parties in the Indonesian case and in the case below, the parties also do not represent the same interests in both actions. The Indonesian case was filed by petitioner TGI against private respondent CV Borco and four (4) other defendants. Private respondent APO Cement was not a party in the Indonesian case. On the other hand, the case below was filed by private respondent CV Borco against private respondent APO Cement. Petitioner TGI was only impleaded in the case below as a Third-Party Defendant pursuant to respondent court's Order[62] of November 18, 2005.

Moreover, there is no identity of the causes of action and the reliefs sought for by the parties in both actions. In the Indonesian case, petitioner TGI sued private respondent CV Borco for the latter's alleged violation of their POA[63]. On the other hand, in the case below, private respondent CV Borco sued private respondent APO Cement for the latter's alleged non-payment of the purchase price of the coal shipment.[64] Meanwhile, private respondent APO Cement impleaded petitioner TGI as a Third Party Defendant in the case below because of private respondent APO Cement's allegation that the coal shipment was only resold to it by petitioner TGI and that such coal shipment was already paid for by private respondent APO Cement.[65]

Given all these, then, any judgment that may be rendered in the Indonesian case or in the instant case would not amount to *res judicata* in the other.

Considering that there was no identity of parties in the Indonesian case and the case below, and that the Indonesian case is not yet final but still under appeal[66] as stated by petitioner TGI in the Petition at bench, then, petitioner TGI's allegation, in that the private respondent CV Borco's Complaint[67] and private respondent APO Cement's Third-Party Complaint[68] are barred by *res judicata* and/or conclusiveness of judgment, is

unmeritorious. In order for res judicata to apply, all of its requisites must exist as is pursuant to the Supreme Court's declaration in *Luz E. Taganas and Valentin G. Tabbal vs. Hon. Meliton G. Emuslan and Standard Insurance Co., Inc.*[69], as follows:

“Res judicata refers to the rule that a final judgment or decree on the merits by a court of competent jurisdiction is conclusive of the rights of the parties or their privies in all later suits on all points and matters determined in the former suit.

The elements of res judicata are as follows: (1) the former judgment or order must be final; (2) the judgment or order must be on the merits; (3) it must have been rendered by a court having jurisdiction over the subject matter and the parties; (4) there must be, between the first and the second action, identity of parties, of subject matter and cause of action.

For res judicata to apply, all the above essential requisites must exist.” (Emphasis Supplied)

Given further that there can only be forum shopping when the elements of *litis pendentia* are present, which is not so here, then, private respondent CV Borco could not be held guilty of forum shopping.[70] That this is to be so is in accordance with the following pronouncement of the Supreme Court in *Sameer Overseas Placement Agency, Inc. vs. Mildred R. Santos, et. al.*[71]:

“xxx Forum shopping is defined as an act of a party, against whom an adverse judgment or order has been rendered in one forum, of seeking and possibly getting a favorable opinion in another forum, other than by appeal or special civil action for certiorari. It may also be the institution of two or more actions or proceedings grounded on the same cause on the supposition that one or the other court would make a favorable disposition. There is forum shopping where the elements of *litis pendentia* are present, namely: (a) there is identity of parties, or at least such parties as represent the same interest in both actions; (b) there is identity of rights asserted and relief prayed for, the relief being founded on the same set of facts; and (c) the identity of the two preceding particulars is such that any judgment rendered in the pending case, regardless of which party is successful, would amount to res judicata in the other. It is expressly prohibited by this Court because it trifles with and abuses court processes, degrades the administration of justice, and congests court dockets. xxx” (Emphasis Supplied)

No cogent reason was therefore shown to justify any deviation from the following findings of respondent court, which findings were shown to be supported by the facts and the law:

“To reiterate, a third-party complaint is actually independent of, separate and distinct from the plaintiff's complaint and may be filed to enforce against such third-party defendant a right for contribution, indemnity, subrogation, or any other relief, in respect of the plaintiffs['] claim xxx.

In the case at bar, it is without doubt plaintiff CV Borco Utama's (private respondent CV Borco's) cause of action in the main complaint is against defendant Apo Cement Corporation (private respondent APO) based on the allegations that the latter (private respondent APO) had not paid the value of the coal shipment delivered by plaintiff (private respondent CV Borco) to defendant (petitioner TGI). On the other hand, the third-party complaint is based on the alleged contractual relations between third-party plaintiff (private respondent APO) and third-party defendant (petitioner TGI) involving the subject shipment and the latter's (private respondent APO's) assertion of payment to third-party defendant (petitioner TGI). Thus, considering that based on the allegations of the plaintiff (private respondent CV Borco) in its main complaint, it has no cause of action against the third-party defendant (petitioner TGI), the latter (petitioner TGI) has no ground to move for the dismissal of the main complaint. Also, with respect to the issues on *litis pendentia*, forum-shopping, res judicata and conclusiveness of judgment, considering that the third-party plaintiff (private respondent APO) is not a party to the case filed in the Indonesian court, the motion is untenable. xxx”[72] (Emphasis supplied)

Thus, after careful consideration of all the facts, arguments, and issues appearing on the records, as well as of the

pertinent laws and jurisprudence, and, in accordance with what is best determined to be proper under the circumstances, the following disposition is made on these matters.

WHEREFORE, the Petition is DENIED.

SO ORDERED.

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

[*] Acting Junior Member vice J. Paredes per Office Order No. 34-14-RSF dated January 30, 2014.

- [1] Rollo, pp. 2-35
- [2] Rollo, pp. 45-46
- [3] Rollo, pp. 47-49
- [4] Rollo, pp. 471-486
- [5] Rollo, p. 4
- [6] Rollo, p. 4; p. 50
- [7] Rollo, p. 4; p. 50
- [8] Rollo, pp. 119-124
- [9] Rollo, p. 119
- [10] Rollo, pp. 119-124
- [11] Rollo, pp. 7-8
- [12] Rollo, pp. 50-52
- [13] Rollo, pp.51-52
- [14] Rollo, pp.51-52
- [15] Rollo, pp. 56-66
- [16] Rollo, p. 59
- [17] Rollo, pp. 59-62
- [18] Rollo, pp. 71-73
- [19] Rollo, pp. 74-75
- [20] Rollo, p. 75
- [21] Rollo, pp. 74-75
- [22] Rollo, pp. 88-95
- [23] Rollo, pp. 103-118
- [24] Rollo, pp. 103-118

- [25] Rollo, p. 104
- [26] Rollo, pp. 45-46
- [27] Rollo, pp. 103-118
- [28] Rollo, pp. 45-46
- [29] Rollo, p. 46
- [30] Rollo, pp. 471-486
- [31] Rollo, pp. 47-49
- [32] Rollo, pp. 2-35
- [33] Rollo, pp. 32-33
- [34] Rollo, p. 12
- [35] Rollo, pp. 2-35
- [36] G.R. No. 161309, February 23, 2005
- [37] G.R. No. 137359, September 13, 2004
- [38] Spouses Condes vs. The Hon. Court of Appeals and Dr. Pacifico A. Distura, G.R. No. 161304, July 27, 2007
- [39] Rollo, pp. 2-35
- [40] Rollo, pp. 14-17
- [41] Editha Padlan vs. Elenita Dinglasan and Felicisimo Dinglasa, G.R. No.180321, March 20, 2013; Philip L. Go, et. al. vs. Distinction Properties Development and Construction Inc., G.R. No. 194024, April 25, 2012; Elmer F. Gomez vs. Ma. Lita A. Montalban, G.R. No. 174414, March 14, 2008
- [42] Fe V. Rapsing, et. al. vs. Hon. Judge Maximo R. Ables, et. al., G.R. No. 171855, October 15, 2012; City of Dumaguete vs. Philippine Ports Authority, G.R. No. 168973, August 24, 2011; Fort Bonifacio Development Corporation vs. Manuel N. Domingo, G.R. No. 180765, February 27, 2009
- [43] An Act Expanding the Jurisdiction of the Metropolitan Trial Courts, Municipal Trial Courts, and Municipal Circuit Trial Courts, Amending for the purpose Batas Pambansa Blg. 129, otherwise known as The "Judiciary Reorganization Act of 1980", March`25, 1994
- [44] Rollo, pp. 50-52
- [45] Rollo, pp. 50-52
- [46] Rollo, pp. 51-52
- [47] Rollo, pp. 88-95
- [48] Rollo, pp. 90-93
- [49] Rollo, pp. 50-52
- [50] Rollo, pp. 88-95
- [51] Rollo, pp. 19-22

- [52] Raytheon International, Inc. vs. Stockton W. Rouzie, Jr., G.R. No. 162894, February 26, 2008
- [53] Rollo, pp. 119-124
- [54] Rollo, pp. 119-124
- [55] Rollo, pp. 50-52
- [56] Rollo, pp. 88-95
- [57] G.R. No. 149177, November 23, 2007
- [58] Rollo, pp. 50-52
- [59] Rollo, pp. 88-95
- [60] Rollo, pp. 22-23
- [61] George Leonard S. Umale vs. Canoga Park Development Corporation, G.R. No. 167246, July 20, 2011
- [62] Rollo, pp. 74-75
- [63] Rollo, pp. 119-124
- [64] Rollo, pp. 51-52
- [65] Rollo, pp. 90-92
- [66] Rollo, p. 3
- [67] Rollo, pp. 50-52
- [68] Rollo, pp. 88-95
- [69] G.R. No. 146980, September 2, 2003
- [70] George Leonard S. Umale vs. Canoga Park Development Corporation, G.R. No. 167246, July 20, 2011; Dasmariñas Village Association, Inc. et. al. vs. The Hon. Court of Appeals, et. al., G.R. No. 127276, December 3, 1998
- [71] G.R. No. 152579, August 4, 2009
- [72] Rollo, pp. 47-48

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