

EMILIANA MEDINA, PETITIONER, VS. HONORABLE COURT OF APPEALS AND RUBEN LAQUI, RESPONDENTS.*G.R. No. 104615. August 24, 1993*

Ponente: DAVIDE, JR., J.

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The reversal of the decision of the public respondent in CA-G.R. SP No. 25941,[1] which was promulgated on 9 March 1992 and which affirmed the decision of Branch 45 of the Regional Trial Court (RTC) of Manila, is sought in this petition. The RTC had earlier reversed the decision of the Metropolitan Trial Court (MTC) of Manila dismissing the ejectment case filed by the private respondent against the petitioner, and ordered the latter to vacate an apartment unit she and her family had been leasing in Tondo, Manila and to pay the private respondent back rentals with interest at the legal rate and attorney's fees.

The factual and procedural antecedents, as disclosed by the pleadings and the challenged decision, are hereunder set forth.

In 1974, Dominga Hipolito, petitioner's mother, leased from Rosa Laqui, the private respondent's mother, an apartment unit at 631-H T. Cruz St. (formerly 2332 Int. 631 Angat St.) Galangin, Tondo, Manila. The agreement, which was orally entered into, called for the payment of rent on a monthly basis. Dominga and her family continuously occupied the premises and paid Rosa Laqui the monthly rentals thereon. Even after Dominga's death in February of 1990, her family continued to stay in the apartment. On 15 May 1990, Rosa, through her agent Menchie P. Abanilla, notified the petitioner that effective June 1990, the monthly rental of P729.35 "will be increased to One Thousand Five Hundred Pesos (P1,500.00) a month," and that the "20 per cent increase which started last January up to the month of May will be deducted to (sic) your June monthly rental." The petitioner was then provided "with the Lease Contract"[2] for her signature. Insisting that the said increase violated the prevailing Rental Law, the petitioner refused to pay the same; she instead tendered payments of the current rentals with a 20% increase, an amount she claims is allowed by the law. Rosa refused to accept these payments. Consequently, petitioner deposited the rentals for the months of August, September and October 1990 with the Barangay Treasurer of Barangay 167, Zone 15 and, on 2 November 1990, filed before the MTC of Manila an action for consignation which was docketed as Civil Case No. 133933. In her Answer thereto, Rosa Laqui alleged that she was merely an administrator of the leased premises and that her son, private respondent Ruben Laqui, is the real owner of the property. Nevertheless, receipts evidencing the payment of rentals by Dominga since 4 April 1974 until her death, and thereafter by the petitioner up to July 1990, show that Rosa Laqui is the lessor. Moreover, electric bills and receipts issued by MERALCO for electric current consumption for the leased premises were in the name of Rosa Laqui.

On 27 November 1990, Ruben Laqui wrote the petitioner the following letter:

"Dear Mrs. Medina:

It has come to my attention that you are occupying my apartment unit at 631-H T. Cruz St., Galangin,

Tondo, Manila without my knowledge and consent and without paying rents since the death of my lessee, Mrs. Dominga Hipolito.

My brother has no place to live in and I need to repossess the place for him.

Within ten (10) days from receipt of this letter, please vacate the premises and pay a reasonable amount of rental for the period of your unauthorized stay; otherwise, I shall be forced to seek redress in courts.”[3]

The latter disregarded the letter, prompting the private respondent to file against her on 7 January 1991 a complaint for unlawful detainer with the MTC of Manila. The case, docketed as Civil Case No. 91-57903, was raffled off to Branch 9 of the said court. After conducting proceedings in accordance with the Rules on Summary Procedure, the court dismissed the case for lack of cause of action and ordered the private respondent, as plaintiff therein, to pay the petitioner P1,000.00 as attorney's fees and the costs of the suit. Private respondent appealed the decision to the RTC of Manila. On 19 August 1991, Branch 45 thereof, to which the case was assigned, rendered a decision which decreed:

"IN VIEW OF THE FOREGOING, the appealed judgment is hereby REVERSED. In view thereof, judgment is rendered for the plaintiff and against defendant who, together with all persons claiming right under her, is ordered --

1. To vacate the premises designated as 631-H T. Cruz, St., Gagalangin, Tondo, Manila;
2. To pay the amount of P8,022.85 as back rentals and the amount of P729.35 per month from the institution of this action, plus legal interest computed from the filing of this complaint until fully paid;
3. To pay the amount of P5,000.00 attorney's fees since plaintiff was forced to litigate, to enforce his right; and
4. To pay the cost of this suit.

SO ORDERED.”[4]

Petitioner consequently appealed this decision to the Court of Appeals (CA-G.R. SP No. 25941) by way of a petition for review. She alleged therein that the RTC erred in (a) not rendering complete justice to her, a person who has less in life, (b) not holding that she has been leasing and occupying the premises for 17 years and that Rosa Laqui is the lessor thereof, (c) declaring that the private respondent is the owner of the leased premises, (d) not considering that the contract of lease is governed by the Rent Control Law, as amended and (e) declaring that the contract of lease has expired.

In its 9 March 1992 decision,[5] the Court of Appeals affirmed with modification the RTC's decision. The modification consists of the reduction of the back rentals from P8,022.85 to P3,646.75. It rejected the first assigned error on the ground that this Court has held that the "strict application of P.D. 20, the forerunner of the Rent Control Law, against the Landlord is not warranted for humanitarian reasons";[6] the second assigned error on the ground that Dominga Hipolito was the lessee of the premises; and the third assigned error because the property was sold to the private respondent by Rosa Laqui in 1973, and he has in his name a transfer certificate of title covering the lot where the apartment unit stands, a tax declaration over the lot and apartment unit, and tax receipts for the premises covering the years 1974 and 1991.

As to the fourth and fifth errors, which are the more important ones, the respondent Court ruled that the same are without merit since it was established that the petitioner, assuming that she was the lessee, was in arrears in the payment of rentals for more than three months; moreover, even granting that the lessor refused to accept her rental payments, she (petitioner) did not deposit the amount due by consignment in court, with the City or Municipal Treasurer as the case may be or in a bank in the name of and with notice to the lessor. In fact, it was only on 23

September 1991 that the petitioner deposited with the Branch Clerk of Court of Branch 45 of the RTC of Manila the amount of P9,481.55 as back rentals for the period beginning August 1990 and ending September 1991, a total of fourteen months. It then concluded that:

"Clearly, therefore, private respondents (sic) was entitled to eject petitioner in accordance with Section 5(e) (sic) of the Rent Control Law (Batas Pambansa Bilang 25, as amended by Batas Pambansa Bilang 877 and Republic Act No. 6828)."[7]

It justified the reduction of the adjudged back rentals as follows:

"However, it appears that rentals were paid up to July 1990. Thus, the back rentals in the amount of P729.35 per month (plaintiff having denied that he authorized the letter dated May 15, 1990 increasing the rental to P1,500.00 per month), that was unpaid up to the time of the filing of the complaint for unlawful detainer on January 7, 1991, was for five (5) months rental (August 1990 to December 1990), or in the total amount of P3,646.75."[8]

Meanwhile, the MTC decided Civil Case No. 133933 (the case for consignment) in favor of the petitioner. Defendant therein, Rosa Laqui, appealed to the RTC of Manila which docketed the appeal as Civil Case No. 91-59010. The same was raffled off to Branch 9 of the said court which in its decision of 6 April 1992[9] affirmed in toto the appealed decision.

The pleadings of both parties do not show that Rosa Laqui had filed a petition before a superior court for the review of the said decision.

Petitioner subsequently filed the instant petition on 30 April 1992 challenging the 9 March 1992 decision of the Court of Appeals. She alleges therein that the respondent Court erred in:

"1. X X X FAILING TO RULE THAT ROSA LAQUI OWNS THE SUBJECT PROPERTY FOR HAVING CONSISTENTLY EXERCISED ACTS OF OWNERSHIP THEREOF, AND FOR HAVING LEASED THE SAME TO HEREIN PETITIONER.

2. X X X FAILING TO RULE THAT THE ALLEGED REASON OF HEREIN RESPONDENT IN EJECTING THE PETITIONER, WHICH IS TO GRANT HIS BROTHER THE USE OF THE PREMISES LEASED BY THE PETITIONER, IS NOT ONE OF THE VALID REASONS FOR THE EJECTMENT OF THE LESSEES FROM THE SAID LEASED PREMISES, NOT BEING (sic) AN IMMEDIATE RELATIVE (MEMBER OF THE FAMILY) AS PROVIDED FOR UNDER B.P. BLG. 25, AND SEC. 5 (C) OF B.P. BLG. 877.

3. X X X RULING THAT THE PERIOD OF LEASE HAD EXPIRED INSTEAD OF SUSPENDED (sic), AS PROVIDED FOR BY THE RENT CONTROL LAW.

4. X X X FINDING THAT THERE ARE ARREARS IN RENTALS INASMUCH AS THE MONTHLY RENTALS BEING PAID WERE REFUSED AND THUS WERE CONSIGNED BY HEREIN PETITIONER, AND NEGATING ANY FURTHER REASON FOR EJECTMENT."[10]

In support of the first assigned error, petitioner insists that Rosa Laqui, the person who dealt with them from the time her family had started leasing the premises, is the owner-lessor of the property in question. Moreover, even assuming arguendo that the private respondent is the actual owner, it was only on 27 November 1990 that he asserted such ownership and made such fact known to the petitioner. At any rate, since Rosa Laqui, his mother, claims to be his "administrator," he is naturally bound by the contract the former had entered into with the Hipolitos. Petitioner maintains that she has been paying the rentals to Rosa even though the receipts were in her mother's name as payee or tenant.

In the second assigned error, the petitioner argues that the questioned lease is covered by the 1985 Rent Control Law. Thus, she cannot be evicted simply because the lessor's brother needs the premises. The petitioner points out that a brother is not an immediate member of the family or among those preferred to use the premises under the said law.

Anent her third assigned error, the petitioner claims that the oral contract of lease has no definite period and is, therefore, governed by Article 1673 of the Civil Code; however, since the Rent Control Law applies, the said provision in the Civil Code is deemed suspended. Consequently, "NO termination of the lease can be made the cause of ejection (sic) under Art. 1673(1) of the Civil Code because as there is NO PERIOD IN THE QUESTIONED LEASE, ... this ground cannot apply." [11] In the alternative, she submits that under Article 1687 of the New Civil Code, courts have the discretion to fix a definite or longer period of lease if no period has been fixed by the parties. Since she and her family have been occupying the premises for almost twenty years, it is "but fair and equitable that they be given a considerably longer term for the lease." [12]

Finally, the petitioner asserts that there are no arrears in rentals because it was the lessor who, since August 1990, unjustifiably refused to accept such rentals, thereby compelling the former to file a complaint for consignment. The very decision in the said consignment case, she continues, attests to her diligence in paying the rentals. Hence, she concludes that there was no valid legal ground for her ejectment from the premises.

This Court gave due course to the petition after the filing of the Comment to the Petition, the Reply to the Comment and the Rejoinder to the Reply.

The first assigned error is without merit. The question presented thereunder involves a factual issue which the trial court and public respondent have resolved in favor of the private respondent. We find no room for the application of any of the exceptions to the rule that the factual findings of the Court of Appeals and the trial court are conclusive upon this Court. [13] That the private respondent is the owner of the apartment unit in question and the lot on which it stands is clearly established by the transfer certificate of title and tax declaration issued in his name. It cannot be denied, however, that it was only on 27 November 1990, or twenty-five days after the petitioner had filed the action for consignment, that the private respondent, in his demand letter, informed the petitioner of his ownership thereof over the leased premises. Nor can it be ignored that since April 1974, it had been his mother and immediate vendor, Rosa Laqui, who made it appear -- and who led the petitioner and her mother to believe -- that she, Rosa Laqui, was the owner and lessor of the property. As a matter of fact, it was the latter, thru her agent, Menchie Abanilla, who sent the 15 May 1990 letter demanding from the petitioner an increase in the monthly rental from P729.35 to P1,500.00. Rosa's authority to lease the property has not been questioned by the private respondent. In fact, he even claims in his Comment that Rosa administered the same until June of 1990 when she had to retire due to old age. Moreover, Rosa, per her 15 May 1990 letter and her acceptance of the rentals from the petitioner after the death of the latter's mother, Dominga Hipolito, explicitly recognized the continuation of the lease in favor of the petitioner after such death. Be that as it may, we are not about to reverse the findings of the appellate and trial courts on this point. Private respondent had expressly recognized in his 27 November 1990 demand letter that Dominga Hipolito is "my lessee." [14] He, however, denied therein that the petitioner is also his lessee. Nevertheless, in the Comment that he filed, he forgot about this denial and admitted that:

"It is undisputed that the agreement between Petitioner and Private Respondent is on a month-to-month basis. x x x" [15]

He reiterated this admission in his Rejoinder [16] and in his Memorandum [17] as well.

We agree with the petitioner's contention that a brother is not among those granted preference for the use of the

premises as against a lessee under B.P. Blg. 877,[18] the effectivity of which was extended by R.A. No. 6643 for another two years -- or from 1 January 1988 to 31 December 1989.[19] The pertinent portion of Section 5 thereof provides as follows:

"SECTION 5. Grounds for Judicial Ejectment. -- Ejectment shall be allowed on the following grounds:

X X X

(c) Legitimate need of owner/lessor to repossess his property for his own use or for the use of any immediate member of his family as a residential unit, such owner or immediate member not being the owner of any other available residential unit within the same city or municipality: Provided, however, That the lease for a definite period has expired: Provided, further, That the lessor has given the lessee formal notice three (3) months in advance of the lessor's intention to repossess the property: and Provided, finally, That the owner/lessor is prohibited from leasing the residential unit or allowing its use by a third party for at least one year." (Underscoring supplied).

Section 2(c) of the said law defines immediate members of the family as follows:

"(c) Immediate Members of Family of the Lessee or Lessor -- for purposes of repossessing the leased premises, shall be limited to his or her spouse, direct descendants or ascendants, by consanguinity or affinity."

Clearly, a brother is not an immediate member of the family for purposes of B.P. Blg. 877. However, the public respondent chose to disregard this point and decide the case solely on the basis of non-payment of rentals for more than three months. It must be emphasized that while the private respondent's 27 November 1990 letter also speaks of the non-payment of rentals by the petitioner since the death of the former's "lessee, Mrs. Dominga Hipolito," the demand to repossess the property was principally anchored on his brother's need for a place to live in.

As to the non-payment of rentals, petitioner maintains that she has not been in arrears because when Rosa Laqui refused to accept the said rentals, she (petitioner) deposited the amounts for August, September and October 1990 with the Barangay Treasurer and instituted with the MTC on 2 November 1990 an action for consignation. She subsequently obtained a favorable judgment therein which was affirmed by the RTC. Thus, she asserts, the public respondent erred in applying paragraph (b),[20] Section 5 of B.P. Blg. 877 which allows judicial ejectment if the lessee is in arrears in the payment of rent for a total of three months. The pertinent portion of the said paragraph reads as follows:

"(b) Arrears in payment of rent for a total of three (3) months: Provided, that in case of refusal by the lessor to accept payment of the rental agreed upon, the lessee may either deposit, by way of consignation, the amount in court, or with the city or municipal treasurer, as the case may be, or in a bank in the name of and with notice to the lessor, within one month after the refusal of the lessor to accept payment.

The lessee shall thereafter deposit the rental within ten days of every current month. Failure to deposit rentals for three months shall constitute a ground for ejectment. If an ejectment case is already pending, the court upon proper motion may order the lessee or any person or persons claiming under him to immediately vacate the leased premises without prejudice to the continuation of the ejectment proceedings. At any time, the lessor may, upon authority of the court, withdraw the rentals deposited."

X X X

On this point, the public respondent ruled that the alleged deposit by the petitioner of the rentals for August to October 1990 with the Barangay Treasurer was invalid for, as held in *Landicho vs. Tensuan*,[21] such "consignation or deposit of rentals should be made with the court and/or, under Batas Pambansa Bilang 25, in the

bank and not elsewhere." [22] Moreover, even assuming that the petitioner was in fact the lessee of the apartment, the consignation should have been made within one month after the lessor's refusal to accept payment. In the instant case, the deposit of the rentals for the months of August to October 1990 was made more than one month after Rosa's refusal to accept the petitioner's tender of payment. Then on 23 September 1991 she also deposited the rentals for the period beginning August 1990 and ending September 1991 with the Branch Clerk of Court of Branch 45 of the RTC of Manila.

The aforesaid ruling would have been entirely correct had not the private respondent insisted from the start, per his 27 November 1990 demand letter, that his lessee was Dominga Hipolito and NOT the petitioner, and had the said letter asked the petitioner to vacate the premises on the ground of non-payment of rentals.

Of course, it is not true that the petitioner's occupation of the premises was unauthorized. As we have ruled, the private respondent is estopped from disowning the acts of Rosa Laqui who misrepresented herself to be the owner-lessor of the property, entered into an oral lease contract with Dominga and recognized its continuation in favor of the petitioner after Dominga's death. Moreover, before us in his Comment, Rejoinder and Memorandum, the private respondent finally acknowledged that the petitioner is his lessee on a monthly basis. This belated recognition, however, did not cure the defect of the 27 November 1990 letter insofar as the lack of any valid ground to oust the petitioner from the premises is concerned.

On the other hand, it is a fact that Rosa Laqui refused to accept the rentals from the petitioner after the latter had failed to accede to the former's 15 May 1990 demand for the increase of the rentals to P1,500.00 a month. In view thereof, the petitioner deposited the rentals due for the months of August to October 1990 with the Barangay Treasurer and then filed an action for consignation. However, for all intents and purposes, the deposit and action did not have any valid effect within the context of paragraph (b), Section 5 of B.P. Blg. 877. Firstly, the rentals were deposited with the wrong entity. While it may be true that under Article 1258 of the Civil Code consignation may be sufficiently effected by depositing the thing due "at the disposal of judicial authority," such authority having been construed to include (a) the sheriff's office in cases of consignation for the redemption of property sold in execution and (b) the seller in an action to compel the buyer to accept the merchandise sold, in which case the former may become, for the time being, the agent or receiver of the court, [23] the said paragraph (b), Section 5 of B.P. Blg. 877 expressly enumerates where the deposit should be made; thus, deposit made anywhere else would be ineffective. *Inclusio unius est exclusio alterius*. In the second place, not until 23 September 1991 did the petitioner make any further deposit of rentals after having deposited the rentals for August, September and October 1990 with the Barangay Treasurer.

Nevertheless, the ineffective deposit is not fatal to the petitioner's cause. While it may be true that under the aforesaid paragraph (b), "[a]rrears in payment of rent for a total of three (3) months" or "[f]ailure to deposit rentals for three months" is a ground for ejectment, the private respondent's notice to vacate was based not on the failure to pay rentals for such period but on his alleged need for the premises for the use of his brother. Private respondent studiously avoided using the non-payment of rentals as a ground for ejectment because it would clash with his theory that the petitioner was not his lessee.

The third assigned error is baseless and without merit. The issue raised therein had long been laid to rest. In *Miranda vs. Ortiz*, [24] we restated the rule thus:

"As aforesaid, the issue has already been raised and resolved by this Court. In *Rivera v. Florendo* promulgated on July 31, 1986 (143 SCRA 278), this Court made the following pronouncement, viz.:

'What is suspended under Section 6 of Batas Pambansa Blg. 25 is Article 1673 of the Civil Code of the Philippines and not Article 1687 of the same Code. The effect of said suspension is that independently of the

grounds for ejectment enumerated in Batas Pambansa Blg. 25, the owner/lessor cannot eject the tenant by reason of the expiration of the period of lease as fixed or determined under Article 1687. It does not mean that the provisions of Article 1687 itself had been suspended. Thus, the determination of the period of a lease agreement can still be made in accordance with said Article 1687.

'Admittedly, no definite period for the lease was agreed upon by petitioners and private respondent. However, as the rent was paid on a monthly basis, the period of lease is considered to be from month to month in accordance with Article 1687. When petitioners gave private respondent notice to vacate the premises in question, the contract of lease is deemed to have expired as of the end of the month. As we have ruled in *Baens v. Court of Appeals*, supra, [125 SCRA 634 (1983)], even if the month to month arrangement is on a verbal [oral] basis, if it is shown that the lessor needs the property for his own use or for the use of any immediate member of the family or for any of the other statutory grounds to eject under Section 5 of Batas Pambansa Blg. 25, which happens to be applicable, then the lease is considered terminated as of the end of the month, after proper notice or demand to vacate has been given. (See *Crisostomo v. Court of Appeals*, 116 SCRA 199).'

x x x

'The law x x, Batas Pambansa Blg. 25, (in its Section 5[c]) x x allows ejectment on the ground of need by the owner/lessor of the leased premises for his own use or that of a member of his immediate family. The inclusion of this ground was obviously intended to correct the inequity and hardship imposed by P.D. 20 on small landowners/lessors, whose property rights, protected as they are by the fundamental law itself, We upheld even during the effectivity of P.D. No. 20. To adopt, therefore, the construction given by respondent court is to render Section 5(c) of Batas Pambansa Blg. 25 illusory in cases where the lease agreement is verbal and for an indefinite period, because in this case, the owner/lessor, notwithstanding his pressing and urgent need for the premises could never successfully eject the tenant as the period of lease would never expire during the effectivity of Batas Pambansa Blg. 25.'

The ruling was reiterated in *Zablan v. C.A., et al.*, G.R. No. 57844, September 30, 1987 (154 SCRA 487), in which it was further pointed out that (1) if the verbal lease agreement on a month-to-month basis were held to be for an indefinite period and not terminable at the end of any given month, 'the law would be rendered illusory' in the sense that 'the owner/lessor, notwithstanding his pressing need for the premises, could never successfully eject the tenant because the period of lease would never expire during the effectivity of Batas Pambansa Blg. 25,' and (2) that (i)n view of subsequent cases x x there no longer appears to be any need nor reason to rely solely on our ruling in *Rantael v. Court of Appeals* [97 SCRA 453 (1980)] x x."

WHEREFORE, the instant petition is hereby GRANTED. The Decision of the Court of Appeals in CA-G.R. SP No. 25941 and that of the Regional Trial Court of Manila subject thereof, are REVERSED. The decision of Branch 9 of the Metropolitan Trial Court of Manila in Civil Case No. 91-57903 is REINSTATED. The amount of P9,481.55 deposited by the petitioner with the Branch Clerk of Court of Branch 45 of the Regional Trial Court of Manila on 23 September 1991 shall, however, be released to the private respondent.

No pronouncement as to costs in this instance.

SO ORDERED.

Cruz, (Chairman), Griño-Aquino, Bellosillo, and Quiason, JJ., concur.

[1] Rollo, 27-34. Per Associate Justice Jorge S. Imperial, concurred in by Associate Justices Luis A. Javellana and Serafin V.C. Guingona.

[2] Rollo, 17.

[3] Rollo, 29.

[4] Rollo, 27-34.

[5] Annex "A" of Petition; Rollo, 27-34.

[6] Id., 31, citing *Sinclair vs. Court of Appeals*, 115 SCRA 318 [1982]; *Roxas vs. Intermediate Appellate Court*, 157 SCRA 166 [1988].

[7] Rollo, 34.

[8] Id.

[9] Annex "B" of Petition; Id., 36-37. Per Judge Edilberto G. Sandoval.

[10] Memorandum for the Petitioner, 6; Rollo, 85.

[11] Rollo, 93.

[12] Id., 95.

[13] *Remalante vs. Tibe*, 158 SCRA 138 [1988]; *BPI Credit Corp. vs. Court of Appeals*, 204 SCRA 601 [1991].

[14] Rollo, 29.

[15] Comment, 4; Id., 43.

[16] Id., 60.

[17] Id., 70.

[18] Entitled "An Act Providing For The Stabilization And Regulation, Rentals Of Certain Residential Units And For Other Purposes."

[19] R.A. No. 6828 further extended the effectivity of B.P. Blg. 877, subject to allowable increases in rentals, until 31 December 1992.

[20] Erroneously referred to as paragraph (e) by the public respondent.

[21] 151 SCRA 410 [1987].

[22] Rollo, 33; Section 5 of the said law, which took effect on 10 April 1979 and which remained in force for five years, also enumerated the grounds for judicial ejectment. Paragraph (b), Section 5 thereof, the source of the aforesaid Paragraph (b), Section 5 of B.P. Blg. 877, simply provided as follows: "b. Arrears in payment of rent for three (3) months at any one time: Provided, That in case of by the lessor to accept payment of the rental agreed upon, the lessee shall either deposit, by way of consignment, the amount in court, or in a bank in the name of and with notice to the lessor."

[23] *TOLENTINO, A.M.*, Civil Code of the Philippines, vol. IV, 1985 ed., 328-329, citing *Fabros vs. Villa Agustin*, 18 Phil. 336 [1911]; *Matute vs. Cheong Boo*, 37 Phil. 372 [1918].

[24] 156 SCRA 10, 13-15 [1987]; see also, *Uy Hoo and Sons Realty Development Corp. vs. Court of Appeals* 174 SCRA 100 [1989]; *Palanca vs. Intermediate Appellate Court*, 180 SCRA 119 [1989]; *Pascua vs. Court of Appeals*, 183 SCRA 262 [1990]; *Lipata vs. Court of Appeals*, 194 SCRA 214 [1991].

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