

**MANILA INTERNATIONAL AIRPORT AUTHORITY, PETITIONER, VS. COURT OF APPEALS, HON. EDITA M. MULINGTAPANG, PRESIDING JUDGE, REGIONAL TRIAL COURT OF PASAY CITY, METRO MANILA, BRANCH 1...***G.R. No. 118249. February 14, 2003*

Ponente: CARPIO, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-118249/>**CARPIO, J.:****The Case**

Before this Court is a petition for review[1] assailing the Amended Decision[2] of the Court of Appeals dated December 2, 1994 in CA-G.R. SP No. 32419 that upheld the writ of preliminary injunction granted by the Regional Trial Court of Pasay City, Branch 115, in its Orders[3] dated January 20, 1993 and August 5, 1993 in Civil Case No. 9500. The questioned orders of the trial court enjoined the Manila International Airport Authority (“MIAA” for brevity) from terminating the portage concession of K Services Company (“K Services” for brevity).

**Antecedent Facts**

K Services began providing porters for the domestic passenger terminal of the Manila International Airport (now the Ninoy Aquino International Airport) under a provisional permit for the period from January 1, 1976 to April 30, 1976. MIAA and K Services subsequently executed a contract effective from May 1976 to April 30, 1977 that was renewed yearly until December 1984.

Although the parties did not renew their contract for the succeeding year, K Services continued as portage contractor from January 1985 until February 1987. Sometime in February 1987, however, MIAA gave notice that the services of K Services would be terminated on February 20, 1987. In response, K Services filed a petition for injunction on February 26, 1987 with the Regional Trial Court of Pasay City docketed as Civil Case No. 4692-P.

On December 26, 1989, the Regional Trial Court of Pasay City, Branch 113, rendered a decision in Civil Case No. 4692-P ruling that MIAA could terminate its contract with K Services at any time. On April 12, 1991, K Services appealed the decision of the trial court to the Court of Appeals which dismissed the appeal in CA-G.R. SP No. 23053. The Court of Appeals also denied K Services’ subsequent motion for reconsideration. As K Services did not appeal, the decision of the Court of Appeals became final and executory. Thus, the issue as to whether MIAA could terminate the contract with K Services became *res judicata*.[4]

Shortly after, K Services received a letter dated May 31, 1991 from then MIAA General Manager Eduardo Carrascoso, the relevant portion of which stated:

“Due to certain administrative problems that are preventing us from taking over, please continue operating said service until further notice from us.

In connection thereto, please be advised also that PAL Authorities and the MIA Authority have come to an agreement whereby the latter shall operate and manage the Domestic Terminal II which necessarily includes the operation of the portorage and other concessions therein. In this regard, you may take over the operation of the portorage service therein since the flights being operated in this Terminal II used to be a part of your contract. Please coordinate this with the Manager of the Domestic Passenger Terminal and the PAL Authorities concerned.

Please understand however that in continuing the operation of the portorage service, you will be charged the monthly Concession Privilege Fee in the amount of P45,000.00 for each Terminal or a total of P90,000.00 per month; further, you will also abide by the terms and conditions of your expired contract.”[5] (Emphasis supplied)

K Services alleged that it was initially hesitant to accept MIAA’s offer. However, it continued to provide porters for Domestic Terminal I and expanded its operations to cover Domestic Terminal II upon the alleged verbal assurance of MIAA’s officers that MIAA’s policy was to relinquish portorage operations to the private sector. K Services likewise claimed that MIAA officers also gave verbal assurance that K Services would not be replaced with another portorage contractor without a public bidding in which K Services could participate.[6] In support of its contention, K Services cited the memorandum dated August 28, 1992 from General Manager Guillermo G. Cunanan to the MIAA Board of Directors. The memorandum stated that “Management has decided to relinquish the management of these concessions and award them to the private sector at fair and reasonable fees x x x.”[7] The memorandum recommended to the MIAA Board of Directors the approval of a schedule of concession fees chargeable to concessionaires of portorage and other services.

However, on December 1, 1992, General Manager Cunanan gave written notice to K Services to “wind up” its operations as “Management has decided to take over the aforecited services at the Domestic Passenger Terminals I and II.”[8]

K Services opposed the takeover. It filed on December 18, 1992 a Petition for Prohibition with Preliminary Injunction and Prayer for a Temporary Restraining Order[9] with the Regional Trial Court of Pasay City, Branch 115, docketed as Civil Case No. 9500. Finding the petition to be sufficient in form and substance, the trial court issued on December 28, 1992 a temporary restraining order against MIAA. On January 20, 1993, the trial court granted the writ of preliminary injunction prayed for by K Services, as follows:

“WHEREFORE, the Court, after careful evaluation and consideration of the evidence adduced by the parties, so finds that this is a proper case where a Writ of Preliminary Injunction should issue and let a Writ of Preliminary Injunction be issued to restrain and prevent the respondent Manila International Airport Authority or anyone acting for in (sic) its own behalf, from terminating the portorage services of the petitioner K Services Company until further order from this Court provided, however, that the petitioner files before this Court a bond with sufficient sureties in the amount of FIVE HUNDRED THOUSANDS (sic) PESOS (P500,000.00), Philippine Currency, executed to the respondent to answer and pay for whatever damages the respondent may sustain pending the hearing on the merits of the main case by reason of the injunction if the Court should finally decided (sic) that the petitioner was not entitled thereto.”[10]

MIAA’s legal department duly received a copy of the trial court’s order. However, the Office of the Solicitor General (“OSG” for brevity) did not receive a copy of the injunctive writ, despite having already entered its appearance as counsel for MIAA during previous hearings before the trial court.

On February 11, 1993, the OSG filed a motion to dismiss the complaint filed by K Services on the grounds that: (1) the complaint failed to state a cause of action; or (2) assuming the existence of a cause of action, a prior judgment barred the same. At the time MIAA filed the instant petition before the Court, this motion to dismiss,

opposed by K Services, was pending consideration by the trial court.

On July 7, 1993, K Services filed a motion to cite MIAA's General Manager Cunanan for contempt as the latter ostensibly attempted to oust and replace K Services with another portorage contractor. It was only upon receipt of a copy of the contempt motion that the OSG supposedly learned of the writ of preliminary injunction issued by the trial court. On July 23, 1993, the OSG filed an Omnibus Motion<sup>[11]</sup> which mainly alleged that: (1) the injunctive writ lacked legal and factual basis; and (2) K Services was using the injunction as a shield to violate the terms of the portorage agreement by charging fees in excess of the amount authorized by the contract. The Omnibus Motion prayed for reconsideration of the order of January 20, 1993 and for the lifting of the injunction.

On August 5, 1993, the trial court denied MIAA's Omnibus Motion, ruling that:

"2. The allegations that the complaint states no cause of action, and that the issuance of the Writ of Preliminary Injunction has no factual and legal basis to the mind of this Court, are not tenable. A hearing on the question of whether or not a Writ of Preliminary Injunction should be issued was held wherein the parties and their counsels were allowed to go on oral arguments and this Court after a careful evaluation of the evidence adduced thereat found that there is a case where a writ of preliminary injunction should issue. Evidence adduced shows that the petitioner is servicing the respondent as a portorage contractor and that a notice of termination was sent to the petitioner. The allegation of the petitioner and presented before this Court is one for which a Court can make a valid judgment. Certainly, this Court has to issue a writ of preliminary injunction to avoid any irreparable loss that might be caused to the plaintiff. Nonetheless, to legally equate the respondent, this Court directed the petitioner to file a P500,000.00 bond to answer for whatever damage the respondent might sustain pending hearing of the case on the merits."<sup>[12]</sup>

The OSG, on MIAA's behalf, filed a petition for certiorari under Rule 65 to the Court of Appeals assailing the trial court's orders of January 20, 1993 and August 5, 1993. The OSG argued that the trial court committed grave abuse of discretion amounting to lack or excess of jurisdiction when it issued the writ of preliminary injunction and denied the Omnibus Motion without sufficient factual and legal basis.

#### The Ruling of the Court of Appeals

In its Decision of December 22, 1993,<sup>[13]</sup> the Court of Appeals set aside the questioned orders of the trial court for lack of sufficient basis, to wit:

"In the case at bar, while the right of petitioner to terminate the lease contract is clear, and in fact ruled upon with finality or is res judicata, private respondent's mere claim of an extended/expanded contract is unclear and disputed, to the effect that the granting of the writ of preliminary injunction at this stage of the proceeding, being based on the doubtful genuineness and validity of the alleged extended agreement, has not been successfully established."

x x x

"Thus, the court a quo acted with grave abuse of discretion amounting to lack or excess of jurisdiction in issuing the questioned orders.

WHEREFORE, the petition is GIVEN DUE COURSE and the questioned orders hereby RECONSIDERED and SET ASIDE."

While the motion for reconsideration filed by K Services before the Court of Appeals was pending, MIAA attempted to oust K Services based on the appellate court's decision. Upon motion of K Services, the trial court issued an order to preserve the status quo ante by reinstating K Services as the portorage contractor of Domestic Passenger Terminals I and II.

MIAA filed with the Court of Appeals a motion for the issuance of a temporary restraining order or writ of preliminary injunction to enjoin the trial court from implementing the status quo ante order. The Court of Appeals denied MIAA's motion in its Resolution of March 10, 1994.

On December 2, 1994, the Court of Appeals promulgated an Amended Decision reversing its earlier decision of December 22, 1993 and dismissing MIAA's petition for certiorari. Citing "misapprehensions of fact," the Court of Appeals ruled:

"In the case at bar, the evidence submitted by both parties, as well as the issues raised in the oral arguments, also by both parties, were the very bases upon which the writ of preliminary injunction was issued "to avoid any irreparable loss that might be caused to the plaintiff." Thus, it has been ruled that it is well-established that no grave abuse of discretion could be attributed to a judge or body in the issuance of a writ of preliminary injunction where a party was not deprived of its day in court as it was heard and had exhaustively presented all its arguments and defenses (Santos vs. CA, 214 SCRA 162).

WHEREFORE, the Decision dated December 22, 1993, object of respondent's motion for reconsideration, is hereby RECONSIDERED and SET ASIDE, and a new one rendered DISMISSING the instant petition." [14]

On January 26, 1995, the OSG filed with the Court a petition for review and prayed for: (1) the reversal of the Amended Decision of the Court of Appeals; (2) the annulment of the assailed orders issued by the trial court; and (3) the issuance of a restraining order or writ of preliminary injunction enjoining the trial court from implementing its assailed orders.

#### The Issue

The MIAA raises this sole issue:

WHETHER THE HONORABLE COURT OF APPEALS COMMITTED GRAVE ABUSE OF DISCRETION IN SUSTAINING THE ISSUANCE OF A WRIT OF PRELIMINARY INJUNCTION BY THE TRIAL COURT.

The central question for resolution is whether K Services was entitled to the writ of preliminary injunction granted by the trial court. The Court shall deal only with the questioned writ and not with the merits of the case pending before the trial court.

#### The Ruling of the Court

The petition is meritorious.

Whether MIAA's petition for certiorari should be considered barred by laches.

K Services contends that MIAA's right to question the trial court's order of January 20, 1993 is barred by laches. K Services points out that eight months had elapsed between the receipt by MIAA of the order of January 20, 1993 and the filing of the petition for certiorari questioning the order before the Court of Appeals.

K Services' argument is incorrect.

MIAA's petition for certiorari before the Court of Appeals sought to set aside two orders of the trial court. These are the injunctive order of January 20, 1993, and the later order of August 5, 1993 denying MIAA's Omnibus Motion before the trial court.

Laches is the failure, or neglect, for an unreasonable and unexplained time to do that which, by exercising due diligence, could or should have been done earlier. It is the negligence or omission to assert a right within a

reasonable time, warranting a presumption that the party entitled to assert it either has abandoned or declined to assert it.[15] We have held that, in establishing laches, what should be considered is the interval after the rendition of the last order sought to be set aside.[16]

Thus, what matters is the intervening period after the trial court's order of August 5, 1993 – the last order MIAA assailed in its petition for certiorari – to the time the petition was filed with the Court of Appeals. The records show that some seventy-seven days elapsed from MIAA's receipt on August 6, 1993 of the order of August 5, 1993 before MIAA's petition for certiorari was filed with the Court of Appeals on October 22, 1993.

Rule 65 of the Rules of Court prevailing at the time did not fix a specific period for filing a special civil action for certiorari. Jurisprudence then simply required that petitions for certiorari should be filed within a reasonable time from receipt of the questioned judgment or order.[17] The Court then found three months to be reasonable, although courts were not precluded from entertaining petitions filed beyond the three-month period if warranted by the demands of justice and provided laches had not set in.[18]

As the period of seventy-seven days in this instance was well within the three-month period regarded as reasonable by jurisprudence then, MIAA's petition for certiorari before the Court of Appeals could not be considered as barred by laches.

We note that K Services likewise assailed before the trial and appellate courts the timeliness and validity of MIAA's Omnibus Motion filed on July 23, 1993. However, both courts correctly opted to tackle the issues raised by MIAA. The Omnibus Motion may be regarded as akin to a memorandum assailing the trial court's lack of jurisdiction to issue the injunctive writ, which may be ruled on, considering that a jurisdictional question may be raised at any time.[19] Alternatively, the Omnibus Motion may be treated as a motion for dissolution of the preliminary injunction authorized under Section 6, Rule 58 of the old Rules of Court,[20] which may be raised at any stage prior to final judgment.

Whether the trial court committed grave abuse of discretion amounting to lack or excess of jurisdiction when it granted the writ of preliminary injunction.

MIAA asserts that K Services has not shown any clear and unmistakable right to the protection of a writ of preliminary injunction. MIAA calls attention to the trial court's order of January 20, 1993, which failed to state in particular the basis for the issuance of the writ of preliminary injunction in favor of K Services. MIAA argues that the effect of the injunction is to force MIAA to extend the life of a contract that already expired by operation of its own provisions. For these reasons, MIAA contends that the trial court, in granting the injunctive writ, acted with grave abuse of discretion amounting to lack of jurisdiction.

On the other hand, K Services maintains that it has the right to continue as the portorage contractor of MIAA under the extension conferred on it by MIAA through General Manager Carrascoso. K Services further alleges that MIAA officers verbally assured K Services that MIAA's policy was to privatize the portorage and other services, and in any case, K Services would not be replaced without a public bidding.

We find for MIAA.

Section 3, Rule 58, of the old Rules of Court, which was applicable at the time, prescribed that a preliminary injunction could be granted provided:

“(a) That the plaintiff is entitled to the relief demanded, and the whole or part of such relief consists in restraining the commission or continuance of the acts complained of, or in the performance of an act or acts, either for a limited period or perpetually;

- (b) That the commission or continuance of some act complained of during the litigation or the non-performance thereof would probably work injustice to the plaintiff; or
- (c) That the defendant is doing, threatens, or is about to do, or is procuring or suffering to be done, some act probably in violation of the plaintiff's rights respecting the subject of the action, and tending to render the judgment ineffectual."

The requisites necessary for the issuance of a writ of preliminary injunction are: (1) the existence of a clear and unmistakable right that must be protected; and (2) an urgent and paramount necessity for the writ to prevent serious damage.[21] The duty of the court taking cognizance of a prayer for a writ of preliminary injunction is to determine whether the requisites necessary for the grant of an injunction are present in the case before it.

In the instant case, however, the trial court's order of January 20, 1993 was, on its face, bereft of basis for the issuance of a writ of preliminary injunction. There were no findings of fact or law in the assailed order indicating that any of the elements essential for the grant of a preliminary injunction existed. The trial court alluded to hearings during which the parties marked their respective exhibits and the trial court heard the oral arguments of opposing counsels. However, it cannot be ascertained what evidence was formally offered and presented by the parties and given weight and credence by the trial court. The basis for the trial court's conclusion that K Services was entitled to a writ of preliminary injunction is unclear.

In its order of August 5, 1993, the trial court stated that it issued the injunction to prevent irreparable loss that might be caused to K Services. Once more, however, the trial court neglected to mention what right in esse of K Services, if any, was in danger of being violated and required the protection of a preliminary injunction. The trial court stated merely that K Services was servicing MIAA as a portage contractor and that a notice of termination was sent to K Services. Absent a preliminary finding by the trial court that K Services possessed the right to continue as MIAA's concessionaire, MIAA's termination of K Services' was not sufficient in itself to establish that there was an invasion of K Services' right.

Considering the far-reaching effects of a writ of preliminary injunction, the trial court should have exercised more prudence and judiciousness in its issuance of the injunction order. We remind trial courts that while generally the grant of a writ of preliminary injunction rests on the sound discretion of the court taking cognizance of the case, extreme caution must be observed in the exercise of such discretion.[22] The discretion of the court a quo to grant an injunctive writ must be exercised based on the grounds and in the manner provided by law.[23] Thus, the Court declared in *Garcia v. Burgos*:[24]

"It has been consistently held that there is no power the exercise of which is more delicate, which requires greater caution, deliberation and sound discretion, or more dangerous in a doubtful case, than the issuance of an injunction. It is the strong arm of equity that should never be extended unless to cases of great injury, where courts of law cannot afford an adequate or commensurate remedy in damages.

Every court should remember that an injunction is a limitation upon the freedom of action of the defendant and should not be granted lightly or precipitately. It should be granted only when the court is fully satisfied that the law permits it and the emergency demands it." (Emphasis supplied)

The records before the Court do not reveal a clear and unmistakable right on the part of K Services that would entitle the latter to the protection of an injunctive writ.

The available records show, and the parties do not dispute, that the last contract between MIAA and K Services had already expired. K Services' claim to an "Extended/Expanded Contract" is anchored on the letter of May 31, 1991 from General Manager Carrascoso. However, this letter expressly stipulated that the extension would only be "until further notice"[25] from MIAA. We find the argument of the OSG on this matter persuasive:

“While it may be conceded that private respondent was allowed to continue operating the portorage service after the expiration of the contract as the above letter shows, there is no question, however, that private respondent was only allowed to operate up to a certain time, specified therein as “until further notice from us.” Indeed, there is nothing in said letter to indicate that private respondent has until forever to operate the portorage service as private respondent would like to make it appear. The fact that the authority to continue the portorage service was specified up to a certain period is a clear indication that petitioner did not intend to allow private respondent to operate the portorage service for as long as it pleases. Perforce, it limited such privilege to a certain period or until further notice. x x x”[26]

Where the terms of a contract are clear, leaving no doubt on the intention of the contracting parties, the Court has held that the literal meaning of the stipulations shall control.[27] The phrase “until further notice” prescribed a limit to the extension of the contract conditioned on a future event, specifically, the receipt by K Services of notice of termination from MIAA. In effect, the phrase provided a resolatory facultative condition.[28] It should be noted that “until” is a “word of limitation, used ordinarily to restrict that which precedes to what immediately follows it, and its office is to fix some point of time or some event upon the arrival or occurrence of which what precedes will cease to exist.”[29]

Significantly, MIAA General Manager Carrascoso also explained in his May 31, 1991 letter that the extension was being offered because MIAA had administrative problems that prevented it from taking over the portorage operations of the domestic passenger terminals. Further, K Services itself admitted in its initial petition for prohibition filed before the trial court that it hesitated to accept the offer “because of the transiency and impermanence of the ‘extension’.”[30] Taken together, these factors indicate that the parties intended and understood that the extension was merely a temporary arrangement.

There is likewise no basis for K Services’ contention that its services as the portorage contractor cannot be terminated unless a public bidding is held to determine its replacement. MIAA’s charter, as provided for in Executive Order No. 903, grants the MIAA ample authority to take over directly portorage operations within the airport.[31] Against this law, K Services’ claims of verbal assurances from MIAA’s officers cannot prevail.

Moreover, General Manager Carrascoso’s letter also expressly stated that K Services “should abide by the terms and conditions of your expired contract.”[32] Article X of the contract dated April 27, 1984, the last contract executed between MIAA and K Services, stated that:

“10.02. Notwithstanding any provision to the contrary MIAA shall have the right to terminate or rescind this Contract without need of judicial intervention by giving at least thirty (30) days written notice to that effect upon the CONCESSIONAIRE, which notice shall be final and binding on both parties; x x x” (Emphasis supplied)

Thus, even assuming that General Manager Carrascoso’s letter of May 31, 1991 extended the portorage contract, still MIAA had the right to terminate K Services’ portorage services by mere 30-days written notice.

Both the trial court, in its order of August 5, 1993, and the Court of Appeals, in its Amended Decision, found that the injunctive writ was necessary to prevent serious damage or irreparable loss to K Services.

The Court has ruled, however, that the possibility of irreparable damage without proof of actual existing right is not a ground for an injunction.[33] Where the complainant’s right is doubtful or disputed, injunction is not proper. Absent a clear legal right, the issuance of the injunctive relief constitutes grave abuse of discretion.[34]

Thus, the trial court’s grant of the injunctive writ in favor of K Services despite the lack of a clear and unmistakable right on the part of K Services constitutes grave abuse of discretion amounting to lack of jurisdiction. A finding that the applicant for preliminary injunction may suffer damage not capable of pecuniary

estimation does not suffice to support an injunction, where it appears that the right of the applicant is unclear or disputed.

Finally, in deciding to dismiss MIAA's petition for certiorari, the Court of Appeals cited the Court's pronouncement in *Santos v. Court of Appeals*.<sup>[35]</sup> We clarify that *Santos* does not constitute an exception to the requirement of a clear and unmistakable right before an injunction may issue. On the contrary, the Court in *Santos* expressly declared that all the requisites for the proper issuance of a preliminary mandatory injunction were present, and the right of the government to the injunctive writ was clear, well-defined and certain.

WHEREFORE, the petition is GRANTED. The Amended Decision of December 2, 1994 of the Court of Appeals in CA-G.R. SP No. 32419 is SET ASIDE. The Decision of December 22, 1993 of the Court of Appeals in the same case, setting aside the Orders dated January 20, 1993 and August 5, 1993 of the Regional Trial Court of Pasay City, Branch 115, in Civil Case No. 9500, is REINSTATED.

**SO ORDERED.**

Davide, Jr., C.J., (Chairman), Vitug, Ynares-Santiago, and Azcuna, JJ., concur.

---

[1] Under Rule 45 of the Rules of Court.

[2] Penned by Justice Jorge S. Imperial and concurred in by Justices Pacita Canizares-Nye and Eduardo S. Montenegro.

[3] Issued by Judge Edita M. Mulingtapang.

[4] Court of Appeals' Amended Decision of December 2, 1992, Rollo, p. 29.

[5] Rollo, p. 257.

[6] *Ibid.*, p. 329.

[7] *Ibid.*, p. 147.

[8] *Ibid.*, p. 146.

[9] *Ibid.*, p. 37.

[10] *Ibid.*, p. 72.

[11] *Ibid.*, p. 176.

[12] *Ibid.*, p. 18.

[13] CA Rollo of CA-G.R. SP No. 32419, p. 133.

[14] Rollo, p. 27.

[15] *Gaston v. Court of Appeals*, 334 SCRA 546 (2000).

[16] *Ibid.*, citing *People v. Castañeda*, 165 SCRA 327 (1988).

[17] *People v. Court of Appeals*, 309 SCRA 705 (1999), citing *Philgreen Trading Corporation v. Court of Appeals*, 271 SCRA 719 (1997).

[18] *Ibid.*

[19] *Garcia v. Burgos*, 291 SCRA 546 (1998).

[20] Reiterated, with revisions, in Sec. 6, Rule 58 of the 1997 Rules of Civil Procedure.

[21] *Ong Ching Kian Chuan v. Court of Appeals*, 363 SCRA 145 (2001).

[22] *Ibid.*

[23] *Inter-Asia Services Corp. v. Court of Appeals*, 263 SCRA 408 (1996).

[24] 291 SCRA 546 (1998) citing *Olalia v. Hizon*, 196 SCRA 665 (1991).

[25] *Rollo*, p. 257.

[26] Petitioner's Memorandum, *Rollo*, p. 354.

[27] *Buce v. Court of Appeals*, 332 SCRA 151 (2000).

[28] *Taylor v. Uy Tieng Piao*, 43 Phil. 873 (1922).

[29] *Black's Law Dictionary* p. 1380 (5[th] ed., West Publishing Co., 1979) citing *Empire Oil and Refining Co. v. Babson*, 182 Okl. 336 77 P.2d 682, 684.

[30] *Rollo*, p. 132.

[31] Executive Order No. 903, series of 1983, provides:

“Sec. 5. Functions, Powers, and Duties. The Authority shall have the following functions, powers and duties:

x x x

(m) To provide services, whether on its own or otherwise, within the Airport or the approaches thereof, which shall include but not shall be limited to, the following: x x x

(3) Passenger handling and other services directed towards the care, convenience and security of passengers, visitors and other airport users; and

(4) Sorting, weighing, measuring, warehousing or handling of baggage and goods.”

[32] *Rollo*, p. 257.

[33] *Heirs of Asuncion v. Gervacio, Jr.*, 304 SCRA 322 (1999).

[34] *Ibid.*

**[35] 214 SCRA 162 (1992).**

**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.