

**ZAIDA RUBY S. ALBERTO, PETITIONER, VS. COURT OF APPEALS,
EPIFANIO J. ALANO, CECILIA P. ALANO, YOLANDA P. ALANO, AND
NATALIA REALTY, INC., RESPONDENTS.**

G.R. No. 119088. June 30, 2000

Ponente: YNARES-SANTIAGO, J.

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YNARES-SANTIAGO, J.:

Assailed in this Petition for Review on Certiorari is the Decision[1] of the Court of Appeals in CA-G.R. CV No. 38380 affirming the Omnibus Order[2] of the lower court dismissing petitioner's second Amended Complaint for insufficiency of cause of action.

Respondent spouses Epifanio and Cecilia Alano retained the legal services of petitioner Atty. Zaida Ruby S. Alberto to represent them before the Securities and Exchange Commission (SEC) in an action to recover real properties, money and other assets that may pertain to them by virtue of their stockholdings in the Natalia Realty, Inc. Both parties formalized their conformity in a retainer agreement[3] the salient feature of which is for respondent-spouses to pay petitioner on a contingent basis the following: a) the equivalent in kind of ten percent (10%) of whatever real estate may be awarded, and b) the sum of Two Hundred Thousand Pesos (P200,000.00).

In accordance with said Agreement, petitioner filed on behalf of respondent-spouses SEC Case No. 3054, an action for liquidation, accounting and damages against Eugenio S. Baltao and five other persons of Natalia Realty, Inc., and appeared at the hearings thereof.

On January 3, 1989, petitioner learned that respondent-spouses moved to dismiss SEC Case No. 3054 which motion was confirmed in a manifestation by Baltao and Natalia Realty, Inc. It appeared that during the pendency of the case, the opposing parties reached a settlement without consulting petitioner. Petitioner only learned of the settlement on January 16, 1989 when she received a copy of a SEC order giving Baltao and Natalia Realty, Inc. three days to comment on respondent-spouses' motion to dismiss on account of said settlement. In effect, Baltao and Natalia Realty, Inc. joined respondent-spouses in their motion to dismiss on account of a satisfactory settlement having been reached between them in said SEC case. Accordingly, the said case was dismissed on January 19, 1989.

When confronted, respondent-spouses admitted that a settlement had indeed been reached and that they expected to receive 35 hectares of land. Petitioner demanded the payment of the fees stipulated in their retainer agreement, however, respondent-spouses refused to pay despite repeated demands.

Petitioner was thus constrained to file a Complaint for collection of sum of money with damages[4] against respondent-spouses. The Regional Trial Court of Pasig, Branch 151 rendered a decision on November 17, 1989 in favor of petitioner the dispositive portion of which reads:

"WHEREFORE, judgment is hereby rendered for the plaintiff and against defendant-spouses:

1.....Declaring plaintiff entitled to ten percent (10%) equivalent to three and a half (3 1/2) hectares of the

thirty-five (35) hectares awarded to and/or received by defendant-spouses from those lands and real properties involved in SEC Case No. 3054, located at Sitio Banaba, Barrio No. 3, Antipolo, Rizal covered by Transfer Certificate of Title No. 31527 issued by the Register of Deeds for the Province of Rizal; Transfer Certificate of Title No. 67845 issued by the Register of Deeds of Rizal, Marikina Branch; as well as those subdivision lots certificates of title (segregated from Transfer Certificate of Title No. 31527) issued by the Register of Deeds of Rizal, Marikina Branch numbered as follows:

(LISTING OF TITLES OMITTED)

and ordering defendant-spouses to transfer, cede, assign and deliver the same to the plaintiff; and,

2.....Ordering defendant-spouses to pay to plaintiff the following amounts:

(a)....P180,000.00 representing the balance of her monetary fee under their retainer agreement, with interest of 12% from the filing of the complaint on February 22, 1989 until fully paid;

(b)....P30,000.00 as moral damages;

(c)....P10,000.00 as exemplary or corrective damages; and

(d)....P10,000.00 as attorney's fees and litigation expenses, all three (3) foregoing amounts with interest of 12% from date hereof until fully paid."

In a subsequent Order, the lower court declared that the attorney's fees awarded in the above-cited decision constitute a lien on the properties subject of the case and ordered the Register of Deeds of Rizal, Marikina Branch, to annotate said lien on the covering certificates of title and their derivatives. When the above-cited decision became final and executory, petitioner caused the issuance of a writ of execution. However, per Sheriff's Return,[5] only P3,500.00 of personal properties of respondent-spouses were levied.

Apparently, Natalia Realty, Inc. had sold to private respondent Yolanda Alano, respondent-spouses' daughter, 230,090 square meters or a little over 23 hectares out of the 32.4 hectares given to them as settlement of the SEC case.[6] The sale was executed on December 28, 1988 or six days before respondent-spouses moved to dismiss the SEC case on January 3, 1989. This discovery prompted petitioner to file a complaint, and thereafter, a second Amended Complaint[7] to declare the deed of sale null and void ab initio on the ground that the transfer of the subject parcels of land to Yolanda Alano was simulated. Petitioner likewise caused the annotation of a notice of lis pendens on the transfer certificates of title.

The trial court, in an Omnibus Order,[8] dismissed petitioner's Complaint for insufficiency of cause of action. As a matter of course, the annotations of the notice of lis pendens as well as the attorney's lien on the transfer certificates of title were cancelled.

The Court of Appeals affirmed the dismissal of the complaint as well as the cancellation of the notice of lis pendens and the annotation of attorney's lien. In affirming the lower court's Omnibus Order dismissing the Second Amended Complaint for insufficiency of cause of action, the Court of Appeals held thus:

"The first assigned error is devoid of sustainable basis. Well-settled is the rule that in resolving a motion to dismiss on the ground of failure to state a cause of action, only the averments of the complaint, and no other, are to be consulted. Extraneous matters are irrelevant. We agree with the trial court, as opined in its Omnibus Order under attack, that the Deed of Sale, attached to the Second Amended Complaint as Annex "C", was executed before the filing of the complaint for attorney's fees in C.C. No. 57023; Plaintiff is not a party to subject Deed of Sale and the defendant movant, Yolanda P. Alano, was not a party in said C.C. No. 57023; that the defendant spouses, Epifanio Alano and Cecilia Alano, were awarded by SEC thirty-five (35) hectares; that only twenty three (23) hectares of the said 35 hectares was sold by the latter to defendant Yolanda P. Alano

under the Deed of Sale sought to be annulled here; and under the Judgment in Civil Case No. 57023, plaintiff was adjudged as entitled to 10% of the aforesaid award of 35 hectares, as her attorney's fees. Such being the case, even assuming that plaintiff is entitled to receive from the defendant spouses, Epifanio and Cecilia Alano, 3 1/2 hectares, as her earned professional fees, the same can be taken from the remaining twelve (12) hectares not deeded out under the Deed of Sale in question. The claim of plaintiff for such attorney's fees is not at all prejudiced or affected by the sale of twenty three (23) hectares to Yolanda P. Alano, which sale the present complaint of plaintiff seeks to annul.

In the light of the foregoing facts and circumstances, it is therefore decisively clear that the lower court did right in dismissing the Second Amended Complaint for failure to state a cause of action against defendant appellee Yolanda P. Alano, who was not a party in Civil Case No. 57023 and consequently not bound by the judgment therein. The latter was never a client of plaintiff appellant, and is a total stranger in Civil Case No. 57023. Undoubtedly, subject attorney's fees of plaintiff-appellant of 3 1/2 hectares can not be enforced against the properties of Yolanda P. Alano which she validly purchased under the said Deed of Sale inked prior to the institution of Civil Case No. 57023. Absent any allegation in the second Amended Complaint that Yolanda P. Alano assumed her parent's obligation to pay such attorney's fees of plaintiff-appellant or that her own properties would be used to satisfy said obligation of her parents, plaintiff-appellant is without any cause of action against defendant-appellee Yolanda P. Alano. On the basis of its allegation of ultimate facts, dismissal of the Second Amended Complaint under scrutiny is, therefore, inevitable.

What is more, as observed below, appellant is not a party to the Deed of Sale executed between Yolanda P. Alano and Natalia Realty, Inc. A stranger to said contract, appellant has no legal right and personality to assail the same. To the fore, in this connection, is the pertinent provision of Art. 1397 of the New Civil Code -- that "The action for annulment of contract may be instituted by all those who are thereby obliged principally or subsidiarily."

Although the aforesaid legal provision in point admits of an exception, as when a person not a party to the contract could show that he would suffer damage or injury by reason of the contract, in connection with at least one of the contracting parties, x x x We agree with the lower court that the case of appellant here is not within the contemplation of Article 1397 supra. So also, as pointed out by appellees, there is no allegation in the Second Amended Complaint that appellant proceeded with the execution of the Decision of the Pasig court in Civil Case No. 57023 and was unable to obtain satisfaction therefor that she had exhausted all available remedies for the satisfaction of such judgment against the judgment debtors, spouses Epifanio Alano and Cecilia Alano."

Indeed, it is irrefutable that the Second Amended Complaint contains no allegation that plaintiff-appellant's prayer for attorney's fees equivalent to 3 1/2 hectares in Civil Case No. 57023 is bound to be prejudiced by the Deed of Sale executed by the said spouses in favor of defendant-appellee Yolanda P. Alano. Appellant's submission, that exhaustion of the properties of her said former clients is not essential to the accrual of her cause of action, is untenable. To repeat: from the remaining twelve (12) hectares of her former clients may be taken her (appellant's) attorney's fees of 3 1/2 hectares."[9]

Hence, this petition. Petitioner submits that the Court of Appeals erred:

(A) IN FINDING THAT PETITIONER'S AMENDED COMPLAINT IN CIVIL CASE NO. 90-1798 DID NOT STATE A SUFFICIENT CAUSE OF ACTION, AND THAT THE TRIAL COURT COMMITTED NO ERROR IN DISMISSING SAID COMPLAINT ON THAT GROUND; AND

(B) IN FINDING THAT CIVIL CASE NO. 90-1798 IS NOT AN ACTION AFFECTING TITLE TO OR POSSESSION OF REAL PROPERTY UNDER SECTION 24 OF RULE 14, REVISED RULES OF COURT, HENCE NOT A PROPER SUBJECT OF A NOTICE OF LIS PENDENS.

Petitioner submits that the Court of Appeals erred in ruling that she "had no legal right or personality to assail the

deed of sale between Natalia Realty, Inc. and Yolanda P. Alano"[10] as she was a stranger to the contract sought to be annulled, hence without sufficient cause of action.

This contention is impressed with merit. In *Parañaque Kings Enterprises, Inc. v. Court of Appeals*,[11] this Court held:

"To determine the sufficiency of a cause of action, only the facts alleged in the complaint and no other should be considered; and that the test of sufficiency of the facts alleged in a petition or complaint to constitute a cause of action is whether, admitting the facts alleged, the court could render a valid judgment upon the same in accordance with the prayer of the petition or complaint.

A cause of action exists if the following elements are present: (1) a right in favor of the plaintiff by whatever means and under whatever law it arises or is created; (2) an obligation on the part of the named defendant to respect or not to violate such right; and (3) an act or omission on the part of such defendant violative of the right of plaintiff or constituting a breach of the obligation of defendant to the plaintiff for which the latter may maintain an action for recovery of damages.

In determining whether allegations of a complaint are sufficient to support a cause of action, it must be borne in mind that the complaint does not have to establish or allege facts proving the existence of a cause of action at the outset; this will have to be done at the trial on the merits of the case. To sustain a motion to dismiss for lack of cause of action, the complaint must show that the claim for relief does not exist, x x x."

The sufficiency of petitioner's cause of action in the second Amended Complaint is readily apparent. A right in her favor was created by virtue of the retainer agreement executed between her and respondent-spouses. This right was confirmed and upheld by the Regional Trial Court of Pasig when it ruled in favor of petitioner in Civil Case No. 57023 for collection of sum of money and damages.[12] Correspondingly, respondent-spouses had the obligation to honor and not to violate the provisions of the retainer agreement it entered into with petitioner. Unfortunately, respondent-spouses breached their obligation under the retainer agreement when they refused and failed to pay petitioner's attorney's fees in accordance with their agreement. Worse, when petitioner moved for the issuance of a writ of execution, she discovered to her dismay that respondent-spouses had no more leviable properties except a few personal properties amounting to only P3,500.00. In fact, by making it appear that it was Natalia Realty, Inc. which sold respondent-spouses' 23 hectares to respondent Yolanda P. Alano, petitioner not only had a cause of action against respondent-spouses but likewise against Yolanda P. Alano. Clearly, all these instances which were alleged and enumerated in the second Amended Complaint constitute a sufficient cause of action on the part of petitioner.

The trial court and the Court of Appeals should not have been too rigid in applying the rule that in resolving a motion to dismiss on the ground of failure to state a cause of action, only the averments in the complaint and no other are to be consulted. The rule admits of exceptions.

First: All documents attached to a complaint, the due execution and genuineness of which are not denied under oath by the defendant, must be considered as part of the complaint without need of introducing evidence thereon.[13]

Attached to the second Amended Complaint is the Deed of Sale the due execution and genuineness of which were never denied by respondents. While admittedly, petitioner is not a party to the Deed of Sale, nevertheless, she anchors her right upon the allegation that her share in the 35 hectares of land awarded to respondent-spouses was prejudiced by the simulated sale to Yolanda P. Alano. The allegation that the Deed of Sale was simulated does not have to be proved at the outset as it could be done during the trial on the merits of the case.

Second: Other pleadings submitted by the parties, in addition to the complaint, may be considered in deciding

whether the complaint should be dismissed for lack of cause of action.[14]

In *City of Cebu v. Court of Appeals*[15] this Court held thus -

"In the case of *Tan v. Director of Forestry* (125 SCRA 302), this court departed from the aforementioned rule and held that, 'x x x although the evidence of the parties were on the question of granting or denying the petitioner-appellant's application for a writ of preliminary injunction, the trial court correctly applied said evidence in the resolution of the motion to dismiss.' Likewise, in *Marcopper Mining Corporation v. Garcia* (143 SCRA 178), we sanctioned the act of the trial court in considering, in addition to the complaint, other pleadings submitted by the parties in deciding whether or not the complaint should be dismissed for lack of cause of action. This Court deemed such course of action but logical where the trial court had the opportunity to examine the merits of the complaint, the answer with counterclaim, the petitioner's answer to the counterclaim and its answer to the request for admission."

In the instant case, aside from the original and the amended complaint, the lower court had every opportunity to study the merits of the case by examining the other pleadings submitted by the parties such as the Motion for Cancellation of the Notices of Lis Pendens and Attorney's Lien, Answer to Interrogatories of Plaintiff, Opposition to Motion for Cancellation of the Notices of Lis Pendens and Attorney's Lien, Answer with Counterclaim, Answer with Counterclaim and Special/Affirmative Defenses, Reply to Special/Affirmative Defenses and Answer to Counterclaim of Defendant Spouses Epifanio and Cecilia Alano, Answer of Defendant Natalia Realty, Inc., Answer to Counterclaim of Defendant Natalia Realty, Inc., Interrogatories to Defendant Natalia Realty, Inc., Amended Answer with Counterclaim to Defendant Yolanda P. Alano and Opposition to Admit Amended Answer for Yolanda P. Alano.

It is only logical for the lower court to consider all these pleadings in determining whether there was a sufficient cause of action as the order of dismissal is summary in nature.[16] So long as those attached pleadings are procedurally responsive to the complaint, then they may be considered in evaluating the sufficiency of the cause of action in the complaint. In addition, since the dismissal of a complaint by virtue of a motion to dismiss for failure to state or for insufficiency of cause of action would be tantamount to a summary judgment, the lower court should at least have considered the attached documents and pleadings as a matter of due process. Strictly limiting the evaluation of the merits of the complaint to its averments or allegations would be too constricting an interpretation of the rule. It must be remembered that the complaint itself is accompanied by documentary evidence attached as annexes. The responsive pleadings, in addition, though not attachments to the complaint, clarify its merits since they are already part of the records of the case and should therefore be considered.

What this Court finds unusual is the timing of the sale and the reason why the share of the respondent-spouses as part of the settlement they had with Natalia Realty, Inc. had to be sold to their daughter Yolanda P. Alano by the said corporation. These questions immediately manifested themselves from a reading of the two documents attached to the second Amended Complaint. The retainer agreement provided, thus:

"This is to confirm in writing our agreement to retain your legal services to represent us in the Securities and Exchange Commission, and until the Supreme Court, if necessary, in our action to recover whatever real properties, moneys, and other assets, plus damages, as may be due or pertain to us by reason of our stockholdings in the Natalia Realty, Inc. under the following terms and conditions:

x x x x x x x x." (Emphasis supplied)

The above agreement resulted in the filing of SEC Case No. 3054, for liquidation, accounting and damages, with preliminary injunction against Eugenio S. Baltao and five others of the Natalia Realty, Inc.

Apparently, on December 28, 1988, or six days before respondent-spouses filed their motion to dismiss the SEC

case on January 3, 1989, a deed of sale was already executed between Natalia Realty, Inc. and respondent-spouses' daughter Yolanda Alano. In said deed, Natalia Realty, Inc. sold 23 hectares, out of the total 32.4 hectares awarded to the Alano spouses, to Yolanda Alano for P500,000.00.

We cannot comprehend why 23 hectares awarded to the Alano spouses as their rightful share by virtue of their stockholdings in Natalia Realty, Inc. were sold to their daughter. The SEC case was precisely initiated by the Alano spouses to recover their rightful share in said company. In fact, a close perusal of the pleadings attached to the records of the case, particularly the Answer to Interrogatories of Plaintiff, would reveal that there are not enough parcels of land to satisfy petitioner's attorney's fees. In the Answer to the Interrogatories of Plaintiff, it was disclosed that the remaining 12 hectares of land out of the 35 hectares awarded to respondent-spouses were already ceded to Atty. Antonio Raquiza, respondent-spouses' former lawyer. This only strengthens and lends credence to the suspicion that respondent-spouses intended to defraud petitioner of her attorney's fees and that the Deed of Sale was indeed simulated.

In any case, this Court has held that where "the allegations in the complaint are ambiguous, indefinite or uncertain but, nevertheless, a cause of action can, in any manner, be made out therefrom, and the plaintiff would be entitled to recover in any aspect of the facts or any combination of the facts alleged, if they were to be proved, then the motion to dismiss should be denied." [17] In other words, a complaint should not be dismissed for insufficiency of cause of action unless it appears clearly from the face of the complaint that the plaintiff is not entitled to any relief under any state of facts which could be proved within the facts alleged therein. [18] A reading of said complaint plus the attached documents and pleadings show that petitioner is entitled to relief.

With regard to the second assigned error, petitioner submits that the Court of Appeals erred in ordering the cancellation of the notice of lis pendens on the grounds that it is not necessary for the protection of petitioner's rights and that the complaint is not an action affecting title and possession of real property.

Petitioner maintains that the annotation of the notice of lis pendens is necessary to protect her claim inasmuch as -

- a) the respondent spouses had in fact no leviable properties when levy on execution was attempted by the sheriff to satisfy the decision in Civil Case No. 57023, proof thereof being the sheriff's return;
- b) although 32.4 hectares were given to the respondent spouses by virtue of the compromise agreement with respondent Natalia Realty, Inc. in SEC Case No. 3054, 30% of said area was, at the instance of said respondent spouses, directly transferred to their creditor, Antonio Raquiza, by Natalia Realty, Inc., and that the remaining area due the respondent spouses was "rounded off" to 23 hectares, these then being simulated conveyance to their daughter, respondent Yolanda P. Alano.

Petitioner further argues that based on Section 14, Rule 13 of the Revised Rules of Court and Section 76 of the Property Registration Decree, "the whole point of the action initiated by that complaint was and is to vindicate petitioner's right to an undivided portion of the lands subject of the questioned sale, of which she had been deprived by the fraudulent machinations of private respondents." Such is a real action affecting title or possession of real property in which a notice of lis pendens is proper and justified.

Petitioner's argument is well-taken. The notice of lis pendens is an announcement to the whole world that a particular real property is in litigation, and serves as a warning that one who acquires an interest over said property does so at his own risk, or that he gambles on the result of the litigation over said property. [19]

In *Viewmaster Construction Corporation v. Reynaldo Y. Maulit and Edgardo Castro*, [20] this Court did not confine the availability of lis pendens only to cases involving the title to or possession of real property when it held that:

"According to Section 24, Rule 14 of the Rules of Court and Section 76 of Presidential Decree No. 1529, a notice of lis pendens is proper in the following cases, viz.:

- a) An action to recover possession of real estate;
- b) An action to quiet title thereto;
- c) An action to remove clouds thereon;
- d) An action for partition; and
- e) Any other proceedings of any kind in Court directly affecting the title to the land or the use or occupation thereof or the buildings thereon." (Italics supplied)

Granting that petitioner's action is not, actually, one directly affecting title to or possession of real property, still, in the Viewmaster case, the perception of this Court is that the rule of lis pendens likewise pertained to the following:

"x x x all suits or actions which directly affect real property and not only those which involve the question of title, but also those which are brought to establish an equitable estate, interest, or right, in specific real property or to enforce any lien, charge, or encumbrance against it, there being in some cases a lis pendens, although at the commencement of the suit there is no present vested interest, claim, or lien in or on the property which it seeks to charge. It has also been held to apply in the case of a proceeding to declare an absolute deed of mortgage, or to redeem from a foreclosure sale, or to establish a trust, or to suits for the settlement and adjustment of partnership interests." (Italics supplied)

In this case, petitioner claimed an interest or right in the property specifically subject of the alleged simulated sale. In fact, the object of the complaint is not only to enforce a lien or encumbrance against the subject property but to enforce a valid claim as clearly shown in the prayer.

Verily, petitioner's prayer in her second Amended Complaint is more than adequate to justify the registration of a notice of lis pendens when it prayed for the following reliefs:

"(a) Declaring the deed of sale executed by Defendant Natalia Realty Inc. in favor of Defendant Yolanda P. Alano, Annex "C" of this complaint, null and void ab initio as well as the corresponding transfer certificates of title issued by the Register of Deeds for Marikina, Metro Manila, in the name of Defendant Yolanda P. Alano as a consequence of the same, as follows:

Transfer Certificate of Title Book No.

No. 178579 T-891

Nos. 162863 to T-813

163034 inclusive T-814

Nos. 160691 to T-802

160941 inclusive T-803

T-804

Nos. 175404 to T-875

175433 inclusive

(b)....Ordering defendants to transfer, cede and assign to plaintiff 23,609 square meters of the land subject of said

void and inexistent sale, in partial payment of the attorney's fees due her for services rendered to Defendants-Spouses Epifanio J. Alano and Cecilia P. Alano in SEC Case No. 3054;

(c)....Ordering the defendants, jointly and severally, to pay plaintiff attorney's fees in the amount of Fifty Thousand Pesos (P50,000.00), moral damages in the amount of Two Hundred Thousand Pesos (P200,000.00), and exemplary damages in the amount of One Hundred Thousand Pesos (P100,000.00), plus costs of suit."

The above-cited prayer in the second Amended Complaint shows that it directly affects the title to or possession of said real properties. It is specific enough as it refers to a portion covered by the above-mentioned Transfer Certificates of Title covering 23,609 square meters of the subject real property. The Notice of Lis Pendens is necessary to protect petitioner's right especially since respondents allegedly intended to defraud petitioner as shown by the sale under suspicious circumstances of the respondent-spouses' settlement share of subject property by Natalia Realty, Inc. to the former's daughter, respondent Yolanda P. Alano.

Plainly, the lower court's and the Court of Appeals' misapplication of the rule on lis pendens will leave petitioner's claim unprotected. As this Court has stated in the Viewmaster case:

"The Court is not here saying that petitioner is entitled to the reliefs prayed for in its Complaint pending in the RTC. Verily, there is no requirement that the right to or the interest in the property subject of a lis pendens be proven by the applicant. The Rule merely requires that an affirmative relief be claimed. A notation of lis pendens neither affects the merits of a case nor creates a right or a lien. It merely protects the applicant's rights, which will be determined during the trial."

In *Ginete v. Court of Appeals*,^[21] this Court held that [w]hat should guide judicial action is the principle that a party-litigant is to be given the fullest opportunity to establish the merits of his complaint or defense rather than for him to lose life, liberty, honor or property on technicalities. In the same case, this Court emphasized that the rules of procedure should be viewed as mere tools designed to facilitate the attainment of justice. Their strict and rigid application, which would result in technicalities that tend to frustrate rather than promote substantial justice, must always be eschewed.

WHEREFORE, the petition is GRANTED and the Decision dated August 19, 1994 of the Court of Appeals in CA-G.R. CV 38380 is REVERSED and SET ASIDE. The case is REMANDED to the Regional Trial Court of Antipolo, Rizal, which is ordered to proceed with the trial of Civil Case No. 90-1798. The Register of Deeds of the Province of Rizal and the Register of Deeds of Rizal, Marikina Branch are directed to maintain the annotation of lis pendens in the certificates of title to the properties subject of said case until final judgment therein. No costs.

SO ORDERED.

Davide, Jr., C.J., (Chairman), Puno, Kapunan, and Pardo, JJ., concur.

[1] Penned by Associate Justice Fidel P. Purisima (now Associate Justice of the Supreme Court) and concurred in by Associate Justices Asaali S. Isnani and Corona Ibay-Somera.

[2] Annex "G", issued by Judge Juan Q. Enriquez Jr. Assisting Branch 74 of the Regional Trial Court of Cainta, Rizal, Rollo, p. 82.

[3] Annex "A", Rollo, p. 37.

[4] Docketed as Civil Case No. 57023.

[5] Annex "B-1", Rollo, p. 48.

[6] Annex "C-1", Rollo, p. 58.

[7] Docketed as Civil Case No. 90-1798.

[8] Issued by Judge Juan Q. Enriquez Jr. of the Regional Trial Court, Assisting Branch 74 of Cainta, Rizal, Annex "G", Rollo, p. 82.

[9] Decision of the Court of Appeals in CA-G.R. CV No. 38380, Rollo, pp. 156-174.

[10] Petition, Rollo, p. 10.

[11] 268 SCRA 727 (1997)

[12] See Note 4.

[13] *City of Cebu v. Court of Appeals*, 258 SCRA 175 (1996)

[14] *Id.*, p. 178.

[15] *Supra*.

[16] *Marcopper Mining Corporation v. Garcia*, 143 SCRA 178 (1986)

[17] *Sumulong, et al. v. Court of Appeals, et al.*, 232 SCRA 372 as cited in *City of Cebu v. Court of Appeals*, 258 SCRA 175 (1996)

[18] *Ibid*.

[19] *Villanueva v. Court of Appeals*, 281 SCRA 298 (1997)

[20] G.R. No. 136283, February 29, 2000 citing *Magdalena Homeowners Association, Inc. v. Court of Appeals*, 184 SCRA 325 (1990)

[21] 296 SCRA 38 (1998) citing *Obut v. Court of Appeals*, 70 SCRA 546 (1976) as cited in *Republic v. Court of Appeals*, 83 SCRA 453 (1978)

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