# FRANCISCO SALAZAR, PETITIONER, VS. REYNALDO DE LEON REPRESENTED BY HIS ATTORNEY-IN-FACT, FELICIANO JABONILLA, RESPONDENT.

*G.R. No. 127965. January 20, 2009*

Ponente: CHICO-NAZARIO, J.

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**CHICO-NAZARIO, J.:**

Before this Court is a Petition for Review on Certiorari under Rule 45 of the Rules of Court assailing the Decision[1] dated 8 August 1996 of the Court of Appeals in CA-G.R. CV No. 46108 which denied petitioner Francisco Salazar's appeal and affirmed the Decision[2] dated 8 October 1993 of the Regional Trial Court (RTC) of Roxas, Isabela, Branch 23, in Civil Case No. 419. The RTC ordered petitioner to vacate and surrender to respondent Reynaldo de Leon the disputed parcel of land. The instant Petition is also assailing the Resolution[3] dated 8 January 1997 of the appellate court which denied petitioner's Motion for Reconsideration.

On 26 March 1993, Civil Case No. 419 was instituted by respondent, through his attorney-in-fact Feliciano Jabonilla, by the filing of a Complaint[4] for recovery of possession of real property and damages. Respondent alleged that he is the registered owner of a parcel of land (subject property) situated at the Barrio of Muñoz, Municipality of Roxas, Province of Isabela, covered by Transfer Certificate of Title (TCT) No. T-85610 of the Registry of Deeds of Isabela, and more particularly described as follows:

> A PARCEL OF LAND (Lot 251-B-1 of the subdv. Plan LRC Psd-195529, being a portion of Lot 251-B LBC Psd-176315, LRC Cad. Record No. Hom. Patent), containing an area of 2.0000 Hectares, more or less; Bounded on the NE., points 6-1 by Lot 244, Gamu Pls-15; on the SE., points 1-3 by Lot 251-A LRC Psd-176315; on the SW., points 3-4 by Road; and on the NW., points 4-6 by Lot 251-B-2 of the subdv. Plan; covered by Tax Dec. No. 92-26-3073-A of the Tax Rolls of the municipality of Roxas, Isabela, and is assessed at P11,050.00.

The subject property is an unirrigated rice land, capable of only one rice cropping in a calendar year.[5] Petitioner is not a tenant of respondent, but since the two are close relatives by consanguinity, respondent allowed him to cultivate the subject property without paying any rental, with the understanding that when respondent needs the property, petitioner will peacefully vacate and surrender the same to him. Subsequently, respondent demanded that he already vacate and surrender possession of the subject property to him because he wanted to personally cultivate the same. Petitioner, however, refused, claiming that he could acquire the subject property from him through the Department of Agrarian Reform (DAR) under the Operation Land Transfer Program of the Government.

Respondent, thus, prayed in his Complaint for the following:

> WHEREFORE, it is prayed of this Honorable Court, that after due notice and hearing, judgment be rendered in favor of [herein respondent] and against the [herein petitioner], to wit:
>
> - Ordering the [petitioner] to peacefully vacate and peacefully surrender and restore possession of the land

> described in paragraph 2 hereof to the [respondent];
>
> - Ordering [petitioner] to pay to [respondent] the sum of P10,000.00 as damage, representing attorney's fee, plus the total sum of appearances of counsel at P500.00 per hearing;
>
> - Ordering [petitioner] to pay to [respondent] 120 cavans of palay per calendar year with the average weight of 50 kilos per cavan, or its money equivalent, commencing from the filing of the case, until [respondent] is restored in possession of the land in suit;
>
> - Ordering [petitioner] to pay P2,000.00 as damage, representing expenses incurred by [respondent] in the filing of the case in court against the [petitioner], and another sum of P10,000.00 litigation expenses incurred by [respondent];
>
> - Ordering [petitioner] to pay the costs of this suit; and
>
> GRANTING to [respondent] such further relief deemed just and equitable in the premises.[6]

Upon motion of respondent,[7] the RTC issued an Order dated 20 May 1993 declaring petitioner in default for his failure to file an answer and/or any responsive pleading to respondent's Complaint despite service of summons.[8]

Respondent was then allowed by the RTC to present evidence ex parte.[9] Respondent testified on his own behalf.

On 8 October 1993, the RTC rendered its Decision wherein it declared that:

> The court having been convinced that the [herein respondent] as absolute owner is entitled to the possession of the land in question, the [herein petitioner] should now be enjoined to vacate the said land and surrender the peaceful possession thereof to the [respondent]. Ownership implies the right to enjoy the thing owned and this right carries with it the right to recover the same (Article 428, New Civil Code).[10]

The fallo of the RTC Decision reads:

> WHEREFORE, in view of the foregoing findings, judgment is hereby rendered in favor of the [herein respondent] and against the [herein petitioner] and hereby orders him:
>
> - To vacate and surrender the peaceful possession of that parcel of land mentioned in paragraph 2 of the [respondent's] complaint embraced in and covered by TCT No. T-85610 of Isabela, standing in the name of the [respondent];
>
> - To pay the [respondent] the sum of P20,000.00 representing the unrealized fruits of the land from the filing of the case up to the present;
>
> - To pay the sum of P5,000.00 as reasonable attorney's fee's; and
>
> - To pay the costs.[11]

Petitioner filed a Motion for New Trial and Lift Order of Default,[12] wherein he claimed that being unlettered, he completely relied on his counsel to take charge of the case and he was unaware that his counsel failed to file an Answer to respondent's Complaint. Petitioner also insisted that the dispute between him and respondent involved a tenancy relationship over which the trial court had no jurisdiction.

Petitioner's Motion for New Trial and Lift Order of Default was denied by the RTC for lack of merit in its Order dated 31 January 1994.[13]

Petitioner filed an appeal with the Court of Appeals, docketed as CA-G.R. CV No. 46108, essentially invoking the existence of a landlord-tenant relationship between respondent and him, thus, arguing that it was erroneous for the RTC to have assumed jurisdiction over the Complaint in Civil Case No. 419.


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In the meantime, petitioner initiated before the Department of Agrarian Reform Adjudication Board (DARAB)-Isabela DARAB Case # II-380-ISA'94 against respondent. During the pendency of CA-G.R. CV No. 46108 before the Court of Appeals, a Decision[14] dated 17 November 1995 was rendered in DARAB Case # II-380-ISA'94 by the DARAB-Isabela finding that petitioner was a bona-fide tenant of respondent who should be maintained in the peaceful possession and cultivation of the subject property. Petitioner submitted a copy of the DARAB Decision to the Court of Appeals.[15]

The Court of Appeals, however, was not to be swayed. In a decision dated 8 August 1996, it rejected petitioner's arguments and denied his appeal based on the following reasoning:

> [T]he settled rule is that the jurisdiction of the court over the subject matter is determined by the allegations of the complaint. Thus, "if the complaint shows jurisdictional facts necessary to sustain the action and the remedy sought is merely to obtain possession, the court will have jurisdiction, regardless of any claim of ownership set forth by either the plaintiff or the defendant." (Ganadin v. Ramos, 99 SCRA 613).
>
> The same case also holds that:
> "x x x The jurisdiction of the court cannot be made to depend upon the defenses set up in the answer or upon the motion to dismiss, for otherwise the question of jurisdiction would depend almost entirely upon the defendant." (Ganadin, supra, citing Moran, on the Rules of Court, 1970 ed.)

In the case at bar, allegations in the complaint make out a case cognizable by the court a quo, to wit: (1) the [herein respondent] is the registered owner of a parcel of land, which was: (2) tilled by the [herein petitioner] by [respondent's] mere tolerance; and (3) [petitioner] refused to surrender possession of the land despite demand, the dispossession lasting for more than a year (p. 1-2, Complaint).[16]

Hence, the Court of Appeals decreed:

> WHEREFORE, the appealed decision is hereby AFFIRMED. Costs against [herein petitioner].[17]

Petitioner's Motion for Reconsideration[18] was denied by the Court of Appeals in its Resolution dated 8 January 1997,[19] prompting him to file the Petition at bar.

Petitioner made the following assignment of errors in his Petition:

> - THE APPELLATE COURT ERRED IN SUSTAINING THE TRIAL COURT WHICH ERRONEOUSLY TOOK COGNIZANCE OF CIVIL CASE NO. 419 AND FORTHWITH RENDERED A JUDGMENT BY DEFAULT THEREON DESPITE A CLEAR SHOWING IN THE ALLEGATIONS OF THE COMPLAINT THAT IT HAD NO JURISDICTION AS THE SUBJECT MATTER IS AGRARIAN IN NATURE.
>
> - THE APPELLATE COURT ERRED IN NOT DISMISSING CIVIL CASE NO. 419-ON APPEAL VIS-À-VIS A PRIOR DECISION OF THE DEPARTMENT OF AGRARIAN REFORM ADJUDICATION BOARD (DARAB) FINDING THE Existence Of a tenancy relationship between petitioner and private respondent.
>
> - THE APPELLATE COURT ERRED IN SUSTAINING THE TRIAL COURT WHICH FORTHWITH RENDERED A JUDGMENT BY DEFAULT AND IGNORING PETITIONER'S MOTION FOR NEW TRIAL WHICH WOULD HAVE SHOWN AND PROVED BEYOND PERADVENTURE (sic) THE EXISTENCE OF A BONA FIDE TENANCY RELATIONSHIP.
>
> - THE APPELLATE COURT ERRED IN NOT GRANTING THE RELIEFS PRAYED FOR BY PETITIONER.[20]

Respondent filed his Comment[21] on the present Petition, whereby he asked that this Court dismiss the present Petition for lack of merit. Petitioner next submitted a Reply.[22] As a matter of course, the Court required the

parties to submit their respective Memoranda.

On 1 April 2003,[23] counsel for respondent submitted a Manifestation that respondent and petitioner had already extrajudicially settled the case between them without the assistance of their respective counsels. Consequently, respondent's counsel prayed that the Court already dispense with requiring the submission of respondent's memorandum.

The Court then directed petitioner to comment on the aforementioned Manifestation[24] of respondent's counsel. In his Compliance and Manifestation,[25] counsel for petitioner confirmed the settlement between his client and respondent. Petitioner's counsel likewise prayed for the dismissal of the instant Petition.

Before acting on the prayers of both counsels to dismiss the Petition, the Court first ordered them to submit a written copy of the supposed settlement between their clients.[26] The counsels, however, failed to comply with said directive. Instead, they filed separate motions to withdraw as the counsels for petitioner and respondent, given that their respective clients had already settled the case and were both already residing in the United States and could no longer be located.[27]

In a Resolution dated 22 January 2007,[28] the Court denied the counsels' separate motions to withdraw and directed them to exert more effort in locating their clients.

On 2 April 2007, the counsels, on behalf of their clients, submitted for the approval of this Court, an Agricultural Leasehold Contract[29] entered into between petitioner as agricultural lessee, and respondent[30] as agricultural lessor, establishing between them an agricultural relation over the subject property and providing explicitly that petitioner was the duly authorized agricultural lessee who shall pay rentals to respondent.

On 3 December 2008, the Court issued another Resolution denying for lack of merit the counsels' prayer for the dismissal of the Petition at bar in view of the parties' settlement, dispensing with respondent's Memorandum, and considering the case submitted for decision.

The Court now proceeds to resolve the Petition and settle the issues raised therein.

Petitioner insists on the existence of a tenancy relationship between him and respondent, and assails the assumption of jurisdiction and promulgation of the decisions of both the RTC and Court of Appeals on their dispute. Petitioner maintains that considering the tenancy relationship between him and respondent, the jurisdiction over any controversy arising therefrom falls on the DARAB.

The central issue in this case, therefore, is whether there is an agrarian dispute between petitioner and respondent.

The Court rules that there is.

The jurisdiction of a tribunal, including a quasi-judicial agency, over the subject matter of a complaint or petition is determined by the allegations therein. However, in determining jurisdiction, it is not only the nature of the issues or questions that is the subject of the controversy that should be determined, but also the status or relationship of the parties.[31] Thus, if the issues between the parties are intertwined with the resolution of an issue within the exclusive jurisdiction of the DARAB, such dispute must be addressed and resolved by the DARAB.[32]

Section 50 of Republic Act No. 6657, otherwise known as the Comprehensive Agrarian Reform Law, grants to the DAR quasi-judicial powers:

> SEC. 50. Quasi-Judicial Powers of the DAR. - The DAR is hereby vested with primary jurisdiction to determine and adjudicate agrarian reform matters and shall have exclusive original jurisdiction over all matters

> involving the implementation of agrarian reform, except those falling under the exclusive jurisdiction of the Department of Agriculture (DA) and the Department of Environment and Natural Resources (DENR).

In Vda. de Tangub v. Court of Appeals,[33] the Court held that the jurisdiction of the DAR concerns the (1) determination and adjudication of all matters involving implementation of agrarian reform; (2) resolution of agrarian conflicts and land-tenure related problems; and (3) approval or disapproval of the conversion, restructuring or readjustment of agricultural lands into residential, commercial, industrial, or other non-agricultural use. The DAR, in turn, exercises this jurisdiction through its adjudicating arm, the Department of Agrarian Reform and Adjudication Board (DARAB).[34]

Section 1, Rule II of the DARAB Rules of Procedure of 1994 recognizes the primary and exclusive jurisdiction of the DARAB in certain matters, particularly:

> Sec. 1. Primary and Exclusive Original and Appellate Jurisdiction. - The Board shall have primary exclusive jurisdiction, both original and appellate, to determine and adjudicate all agrarian disputes involving the implementation of the Comprehensive Agrarian Reform Program (CARP) under Republic Act No. 6657, Executive Order Nos. 228, and 129-A, Republic Act No. 3844 as amended by Republic Act No. 6389, Presidential Decree No. 27 and other agrarian laws and their implementing rules and regulations. Specifically, such jurisdiction shall include but not be limited to cases involving the following:
> a) The rights and obligations of persons, whether natural or juridical, engaged in the management, cultivation and use of all agricultural lands covered by the CARP and other agrarian laws x x x.

The Court affirmed in Monsanto v. Zerna[35] that the DARAB exercises primary jurisdiction, both original and appellate, to determine and adjudicate all agrarian disputes, controversies, matters or incidents involving the implementation of agrarian laws and their implementing rules and regulations.

In Nuesa v. Court of Appeals,[36] the Court reiterated that:

> [T]he DAR is vested with the primary jurisdiction to determine and adjudicate agrarian reform matters and shall have the exclusive jurisdiction over all matters involving the implementation of the agrarian reform program. The DARAB has primary, original and appellate jurisdiction to determine and adjudicate all agrarian disputes, cases, controversies, and matters or incidents involving the implementation of the Comprehensive Agrarian Reform Program under R.A. 6657, E.O. Nos. 229, 228 and 129-A, R.A. 3844 as amended by R.A. 6389, P.D. No. 27 and other agrarian laws and their implementing rules and regulations.

"Agrarian dispute" is defined in Section 3 of Republic Act No. 6657 as any controversy relating to tenurial arrangements - whether leasehold, tenancy, stewardship or otherwise - over lands devoted to agriculture; including disputes concerning farmworkers' associations or representation of persons in negotiating, fixing, maintaining, changing or seeking to arrange terms or conditions of such tenurial arrangements. It includes any controversy relating to compensation of lands acquired under Republic Act No. 6657 and other terms and conditions of transfer of ownership from landowner to farmworkers, tenants and other agrarian reform beneficiaries, whether the disputants stand in the proximate relation of farm operator and beneficiary, landowner and tenant, or lessor and lessee. It refers to any controversy relating to, inter alia, tenancy over lands devoted to agriculture.[37]

The instant case undeniably involves a controversy involving an adverse relationship between a landlord and his tenant.

The reason for petitioner's refusal to surrender possession of the subject property to the respondent is that petitioner is allegedly his tenant, and has a right that is protected under the agrarian reform laws, a claim which respondent denies. There is, thus, a dispute as to the nature of the relationship between respondent and petitioner.


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The judgment of the DARAB in DARAB Case # II-380-ISA'94, wherein it already settled that petitioner is a tenant of respondent, is vital herein.

Tenants are defined as persons who - in themselves and with the aid available from within their immediate farm households - cultivate the land belonging to or possessed by another, with the latter's consent, for purposes of production, sharing the produce with the landholder under the share tenancy system, or paying to the landholder a price certain or ascertainable in produce or money or both under the leasehold tenancy system.[38]

In declaring that petitioner is indeed the tenant of respondent, the DARAB considered the following pieces of evidence[39]:

> EXHIBIT "A" - receipt of payment of rental, dated November 5, 1990;
>
> EXHIBIT "A-1" - receipt of payment of rental, dated April 4, 1991;
>
> EXHIBIT "A-2" - receipt of payment of rental, dated January 13, 1992;
>
> EXHIBIT "A-3" - receipt of payment of rental, dated April 16, 1992;
>
> EXHIBIT "A-4" - receipt of payment of rental, dated December 23, 1992;
>
> EXHIBIT "A-5" - receipt of payment of rental, dated March 8, 1993;
>
> EXHIBIT "B" - ARBA CERTIFICATION dated October 26, 1993, to the effect that [herein petitioner] is the tenant-tiller of the subject property;
>
> EXHIBIT "C" - Barangay Certification dated October 26, 1993, to the effect that [petitioner] is the rightful tenant of the land in suit from 1962 to the present;
>
> EXHIBIT "D" - MARO Certification, dated October 26, 1993, to the effect that [petitioner] was, per records kept, the tenant-tiller of the property in suit;
>
> EXHIBIT "E" - Transfer Certificate of Title No. T-85610 as proof ownership of the land by [herein respondent] Reynaldo de Leon.

These led the DARAB to rule that:

> A cursory examination and appreciation of all the documentary exhibits submitted by the [herein petitioner] would readily show one and common established fact that [petitioner] is the bona-fide tenant of the land subject matter of controversy. As tenant the mantle of protection of Agrarian Reform Laws must shield and protect the [petitioner] from undue molestation thereof. In a nutshell he must be secured of his right as tenant, and cannot be ejected therefrom, unless for causes provided by law.
>
> [Herein respondent, et al.], who failed to tender their answer, despite service of summons and copy of the complaint, and worst, likewise failed to submit documentary exhibits, despite order to do so, shall be considered to have admitted the accusation against them. For settled is the rule in evidence "that an innocent person when charged is as bold as a lion, whereas a guilty person flees even if no one pursueth."
>
> VERILY, in the light of all the foregoing, judgment is hereby issued in favor of the [petitioner] and against the [respondent, et al.];
>
> 1) FINDING, [petitioner] the bona-fide tenant of the [respondent, et al.] on the land subject matter of controversy described in paragraph 2 of the complaint;
>
> 2) DIRECTING, [respondent, et al.], their agents and cohorts to respect and maintain the peaceful possession and cultivation of the plaintiff on the land in suit;

> 3) ORDERING, [respondent, et al.] jointly and severally to pay P10,000.00, representing attorney's fee and exemplary damages.
>
> No pronouncement as to cost.[40]

The Court has previously held that substantial evidence, defined as such amount of relevant evidence which a reasonable mind might accept as adequate to support a conclusion, is required to establish a tenancy relationship. To support a finding that a tenancy relationship is present, the Court has repeatedly required the presentation of concrete evidence to prove the element of sharing, compensation in the form of lease rentals or a share in the produce of the landholding involved.[41] Going over the Decision dated 17 November 1995 of the DARAB and the documentary evidence considered therein, which were likewise presented by the petitioner before this Court, the Court can only conclude that there is substantial evidence to establish the existence of a tenancy relationship between petitioner and respondent. The receipts presented by petitioner covering his rental payments to respondent for the subject property, unrebutted by the latter, constitute concrete evidence of tenurial relations between them.

Significantly, respondent did not appeal the Decision dated 17 November 1995 of the DARAB in DARAB Case # II-380-ISA'94; consequently, the same has attained finality[42] and constitutes res judicata[43] on the issue of petitioner's status as a tenant of respondent.

Res judicata is a concept applied in the review of lower court decisions in accordance with the hierarchy of courts. But jurisprudence has also recognized the rule of administrative res judicata: "The rule which forbids the reopening of a matter once judicially determined by competent authority applies as well to the judicial and quasi-judicial facts of public, executive or administrative officers and boards acting within their jurisdiction as to the judgments of courts having general judicial powers . . . It has been declared that whenever final adjudication of persons invested with power to decide on the property and rights of the citizen is examinable by the Supreme Court, upon a writ of error or a certiorari, such final adjudication may be pleaded as res judicata." To be sure, early jurisprudence was already mindful that the doctrine of res judicata cannot be said to apply exclusively to decisions rendered by what are usually understood as courts without unreasonably circumscribing the scope thereof; and that the more equitable attitude is to allow extension of the defense to decisions of bodies upon whom judicial powers have been conferred.[44]

Needless to stress, findings of fact of an administrative agency are binding and conclusive upon this court, for as long as substantial evidence supports said factual findings. [45]

In addition, although the Court does not essentially view the Agricultural Leasehold Contract executed between petitioner and respondent during the pendency of the present Petition as a settlement of the controversy between the parties, it actually recognizes the same to be a written confirmation of the tenancy relationship that has existed between the parties from the beginning.

In David v. Rivera,[46] this Court held that:

> [I]t is safe to conclude that the existence of prior agricultural tenancy relationship, if true, will divest the MCTC of its jurisdiction the previous juridical tie compels the characterization of the controversy as an "agrarian dispute." x x x.

Therefore, the Court could only rule that the dispute herein between respondent as landowner and petitioner as tenant is agrarian in nature falling within the jurisdictional domain of the DARAB. This is in line with the doctrine of primary jurisdiction which precludes the regular courts from resolving a controversy over which jurisdiction has been lodged with an administrative body of special competence.[47]

WHEREFORE, premises considered, the Petition is GRANTED. The assailed Decision dated 8 August 1996 and Resolution dated 8 January 1997 of the Court of Appeals in CA-G.R. CV No. 46108 affirming the Decision dated 8 October 1993 of the RTC, Branch 23, Roxas, Isabela, in Civil Case No. 419 are REVERSED and SET ASIDE. The Complaint in Civil Case No. 419 is DISMISSED for lack of jurisdiction of the RTC over the same. No costs.

**SO ORDERED.**

Ynares-Santiago, (Chairperson), Austria-Martinez, Nachura, and Leonardo-De Castro[*], JJ., concur.

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[*] Per Special Order No. 546 Associate Justice Teresita J. Leonardo-De Castro was designated to sit as additional member in view of the retirement of Associate Justice Ruben T. Reyes dated 5 January 2009.

[1] Penned by Associate Justice Antonio M. Martinez with Associate Justices Ricardo P. Galvez and Hilarion L. Aquino, concurring; rollo, pp. 33-35.

[2] Penned by Judge Teodulo E. Mirasol; CA rollo, pp. 23-24.

[3] Rollo, p. 37.

[4] Id. at 50.

[5] CA rollo, p. 20.

[6] Id.

[7] Records, p. 10.

[8] CA rollo, p. 23.

[9] Records, p. 12.

[10] CA rollo, p. 24.

[11] Id. at 24.

[12] Id. at 25.

[13] Id. at 29.

[14] Id. at 37.

[15] Id. at 36.

[16] Rollo, pp. 34-35.

[17] Id.

[18] CA rollo, p. 49.

[19] Id. at 69.

[20] Rollo, pp. 9-10.

[21] Id. at 63.

[22] Id. at 82.


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[23] Id. at 163.

[24] Id. at 169.

[25] Id. at 177.

[26] Id. at 191.

[27] Id. at 199, 201.

[28] Id. at 208.

[29] Dated 1 December 1999; id. at 212.

[30] Petitioner as agricultural lessee in the agricultural leasehold contract was represented by one Elmer Salazar. (Rollo, p. 212.)

[31] Heirs of Julian de la Cruz and Lenora Talaro v. Heirs of Alberto Cruz, G.R. No. 162890, 22 November 2005, 475 SCRA 743, 755-756, citing Vesagas v. Court of Appeals, 422 Phil. 860, 869 (2001).

[32] Heirs of Julian de la Cruz and Lenora Talaro v. Heirs of Alberto Cruz, id., citing Monsanto v. Zerna, 423 Phil. 150, 160 (2001).

[33] UDK No. 9864, 3 December 1990, 191 SCRA 885.

[34] Martillano v. Court of Appeals, G.R. No. 148277, 29 June 2004, 433 SCRA 195, 202.

[35] Supra note 32.

[36] 428 Phil. 413, 423 (2002).

[37] Heirs of Rafael Magpily v. De Jesus, G.R. No. 167748, 8 November 2005, 474 SCRA 366, 373-374; Islanders CARP Farmers Beneficiaries Multi-Purpose Cooperative, Inc. v. Lapanday Agricultural and Dev't. Corp., G.R. No. 159089, 3 May 2006, 489 SCRA 80, 88.

[38] Heirs of Rafael Magpily v. De Jesus, id.

[39] CA rollo, p. 38.

[40] Id. at 38-39.

[41] Fuentes v. Caguimbal, G.R. No. 150305, 22 November 2007, 538 SCRA 12, 23.

[42] Delgado v. Court of Appeals, G.R. No. 137881, 19 August 2005, 467 SCRA 418, 424-425.

[43] Peña v. Government Service Insurance System (GSIS), G.R. No. 159520, 19 September 2006, 502 SCRA 383, 399-400.

[44] National Housing Authority v. Almeida, G.R. No. 162784, 22 June 2007, 525 SCRA 383, 394.

[45] Perez v. Cruz, 452 Phil. 597, 607 (2003).

[46] 464 Phil. 1006, 1016 (2004).

[47] Bautista v. Mag-Isa Vda. de Villena, G.R. No. 152564, 13 September 2004, 438 SCRA 259, 262.

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