

**TALA REALTY SERVICES CORPORATION, ADD INTERNATIONAL SERVICES, INC., PEDRO AGUIRRE, REMEDIOS DUPASQUIER, ELIZABETH PALMA, PILAR ONGKING, DOLLY LIM, AND RUBENCITO DEL MUNDO, PETIT...**

*G.R. No. 130088. April 07, 2009*

Ponente: CARPIO MORALES, J.

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**CARPIO MORALES, J.:**

From 1995-1996, Banco Filipino Savings and Mortgage Bank (Banco Filipino) which is a respondent in these five consolidated cases, filed before 17 Regional Trial Courts (RTC) nationwide 17 complaints for reconveyance of different properties against petitioners Tala Realty Services Corporation (Tala Realty), Nancy L. Ty (Nancy), Pedro B. Aguirre, Remedios A. Dupasquier (Remedios), Pilar D. Ongking (Pilar), Elizabeth H. Palma (Elizabeth), Dolly W. Lim (Dolly), Rubencito M. Del Mundo (del Mundo), Add International Services, Inc. (Add International), and Cynthia E. Messina (Cynthia).

Banco Filipino's complaints commonly alleged that in 1979, expansion of its operations required the purchase of real properties for the purpose of acquiring sites for more branches; that as Sections 25(a) and 34 of the General Banking Act[1] limit a bank's allowable investments in real estate to 50% of its capital assets,[2] its board of directors decided to warehouse some of its existing properties and branch sites. Thus, Nancy, a major stockholder and director, persuaded Pedro Aguirre and his brother Tomas Aguirre, both major stockholders of Banco Filipino, to organize and incorporate Tala Realty to hold and purchase real properties in trust for Banco Filipino; that after the transfer of Banco Filipino properties to Tala Realty, the Aguirres' sister Remedios prodded her brother Tomas to, as he did, endorse to her his shares in Tala Realty and registered them in the name of her controlled corporation, Add International.

Thus, Nancy, Remedios, and Pedro Aguirre controlled Tala Realty, with Nancy exercising control through her nominees Pilar, Cynthia, and Dolly, while Remedios exercised control through Add International and her nominee Elizabeth. Pedro Aguirre exercised control through his own nominees, the latest being Tala Realty's president, del Mundo.

In implementation of their trust agreement, Banco Filipino sold to Tala Realty some of its properties. Tala Realty simultaneously leased to Banco Filipino the properties for 20 years, renewable for another 20 years at the option of Banco Filipino with a right of first refusal in the event Tala Realty decided to sell them.

In August 1992, Tala Realty repudiated the trust, claimed the titles for itself, and demanded payment of rentals, deposits, and goodwill, with a threat to eject Banco Filipino.

Thus arose Banco Filipino's 17 complaints for reconveyance against Tala Realty, docketed and raffled to the branches of the courts to which they were filed, viz:

Case No. Regional Trial Court (RTC)

Civil Case No. 95-127 Branch 57, Lucena

Civil Case No. 22493 Branch 28, Iloilo

Civil Case No. 545-M-95 Branch 84, Batangas City

Civil Case No. U-6026 Branch 48, Urdaneta, Pangasinan

Civil Case No. 4992 Branch 66, La Union

Civil Case No. 3036 Branch 13, Cotabato

Civil Case No. Q-95-24830 Branch 91, Quezon City

Civil Case No. 2506-MN Branch 72, Malabon, Metro Manila

Civil Case No. 95-230 Branch 274, Parañaque

Civil Case No. 95-170-MK Branch 272, Marikina

Civil Case No. 95-75212 Branch 45, Manila

Civil Case No. 95-75213 Branch 46, Manila

Civil Case No. 95-75214 Branch 47, Manila

Civil Case No. 23,821-95 Branch 33 Davao City

Civil Case No. 96-0036 Branch 255, Las Piñas

Civil Case No. 2176-AF Branch 86, Cabanatuan City

Petitioners filed motions to dismiss all the complaints on the grounds of forum shopping, lack of cause of action, and *pari delicto*.<sup>[3]</sup>

The present petitions (G.R. Nos. 130088, 131469, 166608, 155201, 155171) originated from Civil Case Nos. 2176-AF (the Cabanatuan City case), U-6026 (the Urdaneta case), 95-127 (the Lucena case), and 23, 821-95 (the Davao City case).

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In the Cabanatuan City case, the RTC granted petitioners' Motion to Dismiss<sup>[4]</sup> by Order of August 20, 1996. Banco Filipino filed a Motion for Reconsideration, which was denied,<sup>[5]</sup> drawing it to file a Petition for Certiorari and Mandamus<sup>[6]</sup> before the Court of Appeals which docketed it as CA-G.R. SP No. 43344.

By Resolution<sup>[7]</sup> of February 14, 1997, the Court of Appeals, finding CA-G.R. SP No. 43344 sufficient in form and substance, gave due course to it and ordered petitioners to file their Answer within ten days from notice.

Petitioners filed a motion to recall the appellate court's February 14, 1997 Resolution giving due course to the petition,<sup>[8]</sup> arguing as follows:

Upon [Banco Filipino's] own admission, x x x its instant petition is a plea for the annulment of a lower court order granting a motion to dismiss. At the same time, [Banco Filipino] admits to have received the said order "on 17 January 1997," or, to be precise, twenty one (21) days prior to the institution of its instant petition with this Court (assuming the same to have been filed on its given date, February 2, 1997).

On the foregoing considerations alone, therefore, the mandatory, legal duty of this Court is to deny, not to grant, due course to this special civil action. x x x

x x x x

In the case on hand, [Banco Filipino] itself alleges that it received a copy of the Order dismissing its complaint on 23 August 1996. Against this Order, it then filed on 7 September 1996 (the last day for perfecting an appeal therefrom) a motion for reconsideration which herein Respondent Judge denied on 13 January 1997. Petitioner received a copy of this Order denying its above motion 17 January 1997, Petitioner thus had only one or the following day, 18 July 1997, to file its mandatory "notice of appeal". Thereafter, beyond 18 January 1997, the said Order lapsed into finality. It was no longer legally appealable.<sup>[9]</sup> (Underscoring in the original)

And petitioners brought to the attention of the Court of Appeals the pendency of G.R. No. 12711 before this Court, questioning the denial of their motion to dismiss in Civil Case No. 545-M-95 (the Batangas case), contending as follows:

[Banco Filipino] tenders one and only one issue in its instant petition, to wit: Did or did not Respondent Judge gravely abuse his discretion when he dismissed its complaint with him under Civil Case No. 2176-AF as violative of the Supreme Court's Administrative Circular on "forum shopping?"

The instant petition was filed with this Court on 07 February 1997. On this date, exactly the same issue above raised was already before the Supreme Court for ruling and/or judicial determination. Two weeks earlier, on 20 July 1997 to be exact, herein Private Respondents filed with the said Tribunal under G.R. No. 12711 a special civil action for certiorari and prohibition that precisely and specifically prayed for the condemnation of [Banco Filipino's] complaint with the Cabanatuan RTC, Branch 86, under Civil Case No. 2176-AF, (the very complaint involved in this petition, together with fifteen (15) other like suits, as "forum shopping." x x x<sup>[10]</sup>

x x x x

[Banco Filipino] received its service copy of the above petition on 25 January 1997. On 7 February 1997 when

it filed with this Court the instant petition, said Petitioner was thus already on full and official notice of the said petition with the Supreme Court under G.R. No. 127611. Entirely apart then from the undeniable fact that the instant petition thus likewise breaches the Supreme Court's circular against "forum shopping", there is the matter of [Banco Filipino's] criminal perjury in this case of attesting under oath that "no other action or proceeding is pending in any other court, tribunal or agency" x x x "involving the same issues" as those tendered in the instant petition.[11]

The Court of Appeals denied the Motion to Recall by Resolution of June 17, 1997, declaring that its February 14, 1997 Resolution stands but the Answer should be submitted within ten days from notice. Hence, the first above-captioned petition for certiorari, and prohibition (G.R. No. 130088)[12] raising the following arguments:

Respondent Court issued its two assailed Resolutions in knowing disregard of the prior jurisdiction much earlier assumed by this Court over the matters subject of its said Resolutions.[13]

x x x x

In undisguised disdain and defiance of This Court's doctrinal instructions, Respondent Court substituted certiorari for a lost appeal.[14]

x x x x

Respondent Court's determination that [Banco Filipino's] subject petition was "sufficient [in form] and substance" was in fact a mere cover of its whimsical prejudgment of the said petition as meritorious.[15]

x x x x

Respondent Court issued its two Resolutions subject of this petition knowing that it was effectively undoing, or at least putting to ridicule and disrepute an earlier judgment of its co-equal Division of the Court of Appeals.[16]

In its Comment,[17] Banco Filipino argued that certiorari is not the appropriate remedy.[18]

G.R. No. 131469

In the Urdaneta case, the RTC denied petitioners' Motion to Dismiss by Order of March 13, 1996, finding that the questions presented therein are not indubitable, hence, holding in abeyance its resolution thereon until after the trial of the case.[19] Petitioners' Motion for Reconsideration was denied.[20]

In the meantime, as the 1997 Rules of Civil Procedure were promulgated, effective July 1, 1997, petitioners filed a motion[21] urging the RTC to resolve the issues raised in the Motion to Dismiss, citing Rule 16, Section 3 of 1997 Rules of Civil Procedure which provides that "The court shall not defer the resolution of the motion for the reason that the ground relied upon is not indubitable." The RTC denied the motion, the orders denying the Motion to Dismiss and the Motion for Reconsideration having already become final and, in any event, petitioners had already filed their Answers.[22] Petitioners filed a Motion for Reconsideration of the denial of their Motion for Reconsideration, contending that as the orders were interlocutory, they could not have gained finality. The motion was denied.[23] Hence, the second above-captioned petition for certiorari, prohibition, and mandamus (G.R. No. 131469), contending that:

RESPONDENT COURT GRAVELY ABUSED ITS DISCRETION IN ISSUING THE ASSAILED ORDERS AS THEY ARE FOUNDED ON RESPONDENT COURT'S AVOIDANCE OR EVASION OF A MANDATORY OBLIGATION FRESHLY LEGISLATED BY NO LESS THAN THIS COURT, AND ARE THEREFORE, VOID[;]

RESPONDENT COURT GRAVELY ABUSED ITS DISCRETION AMOUNTING TO A LACK OR

EXCESS OF JURISDICTION IN DENYING PETITIONERS' MOTION ON THE GROUND THAT INTERLOCUTORY ORDERS ATTAIN FINALITY.[24]

G.R. No. 166608

In the Lucena case, the RTC denied petitioners' Motion to Dismiss as well as their Motion to Resolve Pending Motions with Supplemental Motion to Dismiss.[25] Petitioners' subsequent Motion for Reconsideration was denied, prompting them to file a petition for certiorari before the Court of Appeals, docketed as CA G.R. SP No. 73558.[26]

In the meantime or on November 22, 2002, this Court, in Tala Realty Services Corporation v. Banco Filipino Savings and Mortgage Bank originating from an ejectment case filed by Tala Realty against Banco Filipino concerning properties in Malolos, Bulacan, found that the trust agreement between Banco Filipino and Tala Realty is contrary to law, and as both parties are in pari delicto, no affirmative relief should be given to one against the other.[27]

By Decision[28] of June 29, 2004, the Court of Appeals dismissed CA G.R. SP No. 73558 on the ground that there was no forum shopping. Petitioners' Motion for Reconsideration having been denied, they filed the fifth petition for review (G.R. No. 166608),[29] alleging that the Court of Appeals erred when it

A.

x x x FAILED TO APPLY THE CATEGORICAL AND BINDING PRONOUNCEMENT BY THIS HONORABLE COURT IN G.R. No. 137533, ARTICULATED IN ITS EN BANC DECISION DATED 22 NOVEMBER 2002, TO THE CASE AT BENCH, IN WANTON DISREGARD OF THE SECOND ASPECT OF RES JUDICATA, I.E., CONCLUSIVENESS OF JUDGMENT.

B.

x x x VIOLATED THE PRINCIPLE OF ADHERENCE TO JUDICIAL PRECEDENTS WHEN IT FAILED TO APPLY TO THE CASE AT BENCH THE DEFINITIVE AND BINDING DECISION BY NO LESS THAN THIS HONORABLE COURT, SITTING EN BANC, IN G.R. NO. 137533.

C.

x x x WANTONLY DISREGARDED THE PROSCRIPTION AGAINST FORUM-SHOPPING AND SPLITTING A SINGLE CAUSE OF ACTION RESULTING EITHER TO RES JUDICATA OR LITIS PENDENTIA AS THEY FIND APPLICABLE AGAINST THE RECONVEYANCE COMPLAINT SUBJECT OF THE INSTANT PETITION VIS A VIS THE SIXTEEN [16] OTHER RECONVEYANCE COMPLAINTS OF RESPONDENT BANCO FILIPINO.[30]

G.R. Nos. 155201 and 155171

By Resolution[31] of June 6, 1996, the RTC in the Davao City case disposed of petitioners' motion to dismiss, as well as other motions, as follows:

WHEREFORE, in view of all the foregoing, the Court hereby:

- GRANTS the motion to dismiss filed by the defendant Nancy L. Ty and the other defendants, namely: Pedro B. Aguirre, Remedios A. Dupasquier, Pilar D. Ongking, Elizabeth H. Palma, Dolly W. Lim, Rubencito M. Del Mundo, and Add International Services, Inc., and accordingly, the complaint as against them is ordered DISMISSED;

- DENIES the motion to dismiss as far as defendant Tala Realty is concerned. Accordingly, defendant Tala Realty is directed to file its responsive pleading within fifteen (15) days from receipt of this Order; and

- DENIES the motion for reconsideration of the Order dropping defendant Cynthia Mesina as party defendant.  
(Underscoring supplied)

SO ORDERED.[32]

Both Banco Filipino and Tala Realty filed Motions for Partial Reconsideration. Tala Realty raised the issue of forum shopping as a result of a derivative suit filed with the Securities and Exchange Commission (SEC) by Banco Filipino's minority stockholders "to recover its properties/branches, also proceeds of sales of some properties, funds and receivables which have been `warehoused' and all put under trust in the name of defendant Tala, as well as for damages against all defendants xxx who criminally, unlawfully, and immorally covet ownership of properties and misappropriate funds/receivables pertaining and belonging to and owned by Banco Filipino." [33] (Underscoring in the original)

Subsequently, in an October 4, 1996 Resolution,[34] the RTC set aside its June 6, 1996 Resolution and dismissed the Davao City case.

Banco Filipino thereupon filed a Petition for Certiorari and Mandamus before the Court of Appeals, docketed as CA-GR SP No. 42301. Nancy filed her own Comment thereto in addition to that of herein petitioners.[35]

By Decision[36] of March 26, 2002, the Court of Appeals reversed and set aside the RTC October 4, 1996 Resolution, reinstated the Davao case, and ordered the RTC to proceed with the case to its conclusion.

Petitioners filed a motion for reconsideration, with Nancy filing her own in addition thereto.[37] Their Motion for Reconsideration having been denied,[38] petitioners, except Nancy, filed the fourth above-captioned petition,[39] faulting the Court of Appeals

I

x x x IN GIVING DUE COURSE TO THIS SPECIAL CIVIL ACTION FOR CERTIORARI UNDER RULE 65 WHEN THE PETITIONER SHOULD HAVE FILED AN ORDINARY APPEAL UNDER RULE 45 OF THE SAME RULES OF CIVIL PROCEDURE.

II

x x x IN NOT FINDING THAT THE ALLEGATIONS IN THE COMPLAINT FOR RECOVERY DID NOT CONSTITUTE ULTIMATE FACTS.

III

x x x IN THE APPLICATION OF THE RULE ON PIERCING THE CORPORATE VEIL IN THE CASE AT BAR.

IV

x x x IN NOT FINDING THAT THE RESPONDENT IS GUILTY OF SPLITTING ITS CAUSE OF ACTION WHEN IT INSTITUTED THE VARIOUS COMPLAINTS FOR RECOVERY IN DIFFERENT PARTS OF THE COUNTRY WHICH CAUSE OF ACTION IS PREDICATED UPON THE ALLEGED VIOLATION OF A SINGLE TRUST/WAREHOUSING AGREEMENT.

V

x x x IN FINDING THAT THE RESPONDENT DID NOT ENGAGE IN FORUM-SHOPPING IN FILING THE SEVENTEEN (17) COMPLAINTS FOR RECOVERY AND MORESO SINCE THE SEC CASE FOR RECOVERY WAS STILL PENDING RECONSIDERATION AT THE TIME.[40]

Nancy filed her own petition before this Court, the third-above captioned petition (G.R. No. 155171),[41] assigning the following errors:

I

THE ORIGINAL ACTION OF CERTIORARI AND MANDAMUS IS NOT THE PROPER REMEDY TO QUESTION AN ORDER DISMISSING A COMPLAINT.

II

NO WAREHOUSING AGREEMENT BETWEEN BANCO FILIPINO AND TALA WAS REFLECTED OR COULD BE DEDUCED FROM THE 17 APRIL 1979 MINUTES OF THE BOARD MEETING. MOREOVER, THE EXISTENCE OF THIS ALLEGED WAREHOUSING AGREEMENT WAS DISPUTED BY PETITIONER.

III

THE COURT OF APPEALS ERRED IN REINSTATING THE COMPLAINT WHICH FAILED TO STATE A CAUSE OF ACTION AS AGAINST PETITIONER.

IV

THE COURT OF APPEALS ERRED IN RULING OUT THE CHALLENGE ON BANCO FILIPINO'S FORUM SHOPPING AND OF ITS SPLITTING OF ITS CAUSE OF ACTION CONSIDERING THAT:

- THE ALLEGATIONS IN ALL ITS SEVENTEEN (17) COMPLAINTS PLEAD A VIOLATION OF THE SAME SINGLE TRUST AGREEMENT AND CONSTITUTE ONLY ONE CAUSE OF ACTION.
- THE EXECUTION OF VARIOUS DEEDS OF CONVEYANCE DID NOT GIVE RISE TO VARIOUS TRUST AGREEMENTS BUT WAS, AS ALLEGED IN ALL THE SEVENTEEN (17) COMPLAINTS OF BANCO FILIPINO, MERELY IN IMPLEMENTATION OF THE SINGLE TRUST AGREEMENT.
- ALL SEVENTEEN (17) COMPLAINTS FILED BY BANCO FILIPINO REQUIRE THE PRESENTATION OF ESSENTIALLY THE SAME, IF NOT IDENTICAL, EVIDENCE IN ORDER TO ESTABLISH THE EXISTENCE OF THE PURPORTED TRUST RELATIONSHIP BETWEEN BANCO FILIPINO AND TALA UPON WHICH THE FORMER RELIES ON RECONVEYANCE OF THE PROPERTIES.
- BY SPLITTING A CAUSE OF ACTION, BANCO FILIPINO HAS VIOLATED THE RULE AGAINST FORUM SHOPPING.

V

BANCO FILIPINO WAS LIKEWISE GUILTY OF DELIBERATE AND WILLFUL FORUM SHOPPING IN HAVING FILED THIS CIVIL CASE BEFORE THE COURT A QUO DURING THE PENDENCY OF THE DERIVATIVE SUIT FILED BY ITS MINORITY STOCKHOLDERS BEFORE THE SECURITIES AND EXCHANGE COMMISSION AND EXPRESSLY SUPPORTED BY IT.

VI

BANCO FILIPINO'S CLAIM HAS CLEARLY PRESCRIBED.

VII

THE PETITION BEFORE THE COURT OF APPEALS IS FATALLY DEFECTIVE FOR FAILURE TO ATTACH PROOF THAT THE PURPORTED REPRESENTATIVE OF BANCO FILIPINO HAS LEGAL CAPACITY TO EXECUTE THE AFFIDAVIT AND CERTIFICATION ON NON-FORUM SHOPPING ATTACHED THERETO. FOR THE SAME REASON, EQUALLY DEFECTIVE IS THE COMPLAINT

BEFORE THE COURT A QUO.[42]

By Resolution of June 18, 2008, this Court consolidated the five petitions.[43]

Respecting G.R. No. 130088, the Court finds that certiorari is not the appropriate remedy. One of the conditions for certiorari to lie is that "there is no appeal or any other plain, speedy, and adequate remedy in the ordinary course of law." [44] Petitioners in G.R. No. 130088 could have filed their answer in CA-G.R. S.P. No. 43344 after the Court of Appeals ordered them to file the same within ten days from notice.

Likewise, certiorari does not lie in G.R. No. 131469, as petitioners had the remedy of proceeding with the trial of the case on the merits.

NEVERTHELESS, in view of the merits of petitioners' Motions to Dismiss filed before the respective trial courts, the Court relaxes the application of procedural rules and passes upon their merits.[45]

In *Tala Realty Services Corporation v. Banco Filipino Savings and Mortgage Bank*, [46] this Court, by Decision dated November 22, 2002, ruling on one of several ejectment cases filed by Tala Realty against Banco Filipino arising from the same trust agreement in the reconveyance cases subject of the present petitions, held that the trust agreement is void and cannot thus be enforced. The relevant portion of the Court's ruling in said case reads:

The Bank alleges that the sale and twenty-year lease of the disputed property were part of a larger implied trust "warehousing agreement." Concomitant with this Court's factual finding that the 20-year contract governs the relations between the parties, we find the Bank's allegation of circumstances surrounding its execution worthy of credence; the Bank and Tala entered into contracts of sale and lease back of the disputed property and created an implied trust "warehousing agreement" for the reconveyance of the property. In the eyes of the law, however, this implied trust is inexistent and void for being contrary to law.[47]

x x x x

An implied trust could not have been formed between the Bank and Tala as this Court has held that "where the purchase is made in violation of an existing statute and in evasion of its express provision, no trust can result in favor of the party who is guilty of the fraud." [48]

x x x x

x x x [T]he bank cannot use the defense of nor seek enforcement of its alleged implied trust with Tala since its purpose was contrary to law. As admitted by the Bank, it "warehoused" its branch site holdings to Tala to enable it to pursue its expansion program and purchase new branch sites including its main branch in Makati, and at the same time avoid the real property holdings limit under Sections 25(a) and 34 of the General Banking Act which it had already reached. x x x

Clearly, the Bank was well aware of the limitations on its real estate holdings under the General Banking Act and that its "warehousing agreement" with Tala was a scheme to circumvent the limitation. Thus, the Bank opted not to put the agreement in writing and call a spade a spade, but instead phrased its right to reconveyance of the subject property at any time as a "first preference to buy" at the "same transfer price." This agreement which the Bank claims to be an implied trust is contrary to law. Thus, while we find the sale and lease of the subject property genuine and binding upon the parties, we cannot enforce the implied trust even assuming the parties intended to create it. In the words of the Court in the *Ramos* case, "the courts will not assist the payor in achieving his improper purpose by enforcing a resultant trust for him in accordance with the 'clean hands' doctrine." The Bank cannot thus demand reconveyance of the property based on its alleged implied trust relationship with Tala.[49]

x x x x

The Bank and Tala are in *pari delicto*, thus, no affirmative relief should be given to one against the other. The Bank should not be allowed to dispute the sale of its lands to Tala nor should Tala be allowed to further collect rent from the Bank. The clean hands doctrine will not allow the creation nor the use of a juridical relation such as a trust to subvert, directly or indirectly, the law. Neither the Bank nor Tala came to court with clean hands; neither will obtain relief from the court as the one who seeks equity and justice must come to court with clean hands. x x x[50] (Emphasis and underscoring supplied)

Under the doctrine of *stare decisis*, once a court has laid down a principle of law as applicable to a certain state of facts, it will adhere to that principle and apply it to all future cases where the facts are substantially the same.[51] This Court's ruling quoted in the immediately preceding paragraph on the nullity of the trust agreement which Banco Filipino seeks to enforce thus applies to the present petitions.

WHEREFORE, the petitions are GRANTED. The Court of Appeals Resolutions dated February 14, 1997 and June 17, 1997 in CA-G.R. SP No. 43344 are SET ASIDE. The March 13, 1996 Order of Branch 48 of the Regional Trial Court of Urdaneta is SET ASIDE. The June 29, 2004 Resolution of the Court of Appeals in C.A. SP GR No. 73558 is SET ASIDE. Civil Case No. 2176-AF before Branch 86 of the Regional Trial Court of Cabanatuan City, Civil Case No. U-6026 before Branch 48 of the Regional Trial Court of Urdaneta, Civil Case No. 95-127 before Branch No. 57 of the Regional Trial Court of Lucena, and Civil Case No. 23, 821-95 before Branch 33 of the Regional Trial Court of Davao City are DISMISSED.

**SO ORDERED.**

Quisumbing, (Chairperson), Tinga, Velasco, Jr., and Peralta, JJ., concur.

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[\*] Additional member per Special Order No. 587 dated March 16, 2009 in lieu of Justice Arturo D. Brion who is on sick leave.

[1] Republic Act No. 337.

[2] Section 51 of the General Banking Law of 2000 contains a similar provision.

[3] Vide rollo (G.R. No. 130088), pp. 104-121; rollo (G.R. No. 131469), pp. 47-62; rollo, (G.R. No. 155201), pp. 459-474.

[4] Rollo (G.R. No. 130088), pp. 186-187.

[5] Id. at 188-190.

[6] Id. at 191-212.

[7] Id. at 27.

[8] Id. at 214-223.

[9] Id. at 215-218.

[10] Id. at 219.

[11] Id. at 221.

[12] Id. at 30-31.

[13] Id. at 13.

- [14] Id. at 14.
- [15] Id. at 16.
- [16] Id. at 17.
- [17] Id. at 342-358.
- [18] Id. at 347-350.
- [19] Rollo (G.R. No. 131469), p. 66.
- [20] Id. at 77.
- [21] Id. at 78-84.
- [22] Id. at 26-27.
- [23] Id. at 28-29.
- [24] Id. at 11.
- [25] Rollo (G.R. No. 166608), pp. 442-449.
- [26] Id. at 452-486.
- [27] G.R. No. 137533, November 22, 392 SCRA 506, 537-540.
- [28] Rollo (G.R. No. 166608), pp. 71-82.
- [29] Id. at 15-69.
- [30] Id. at 41-42.
- [31] Rollo (G.R. No. 155201), pp. 522-528.
- [32] Id. at 528.
- [33] Records (Civil Case No. 23,821-95), p. 706.
- [34] Rollo (G.R. No. 155201), pp. 552-557.
- [35] Rollo (G.R. No. 155171), pp. 184-204.
- [36] Penned by Court of Appeals Associate Justice Buenaventura J. Guerrero, with the concurrences of Associate Justices Rodrigo V. Cosico and Eliezer R. De Los Santos, Rollo (G.R. No. 155201), pp. 66-89.
- [37] Rollo (G.R. No. 155717), pp. 135-183; rollo (G.R. No. 155201), pp. 88-116.
- [38] Id. at 160.
- [39] Rollo (G.R. No. 155201), pp. 11-64.
- [40] Id. at 14-15.
- [41] Rollo (G.R. No. 155171), pp. 9-66.
- [42] Id. at 18-19.
- [43] Rollo (G.R. No. 130088), p. 506.

[44] Rule 65, Section 1, RULES OF COURT.

[45] Vide *Springfield Development Corporation, Inc. v. Presiding Judge, RTC, Misamis Oriental, Br. 40, Cagayan de Oro City*, G.R. No. 142628, February 6, 2007, 514 SCRA 326, 345.

[46] G.R. No. 137533, November 22, 2002, 392 SCRA 506.

[47] *Id.* at 533 (citation omitted).

[48] *Id.* at 535 (citation omitted).

[49] *Id.* at 536-537 (citations omitted).

[50] *Id.* at 539-540 (citations omitted).

[51] *Banco Filipino Savings and Mortgage Bank v. Tala Realty Corporation*, G.R. No. 142672, September 27, 2006, 503 SCRA 442, 450.

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