MIGUEL SORIANO, JR. AND JULIETA SORIANO, PETITIONERS, VS. ANTERO SORIANO AND VIRGINIA SORIANO, RESPONDENTS.

G.R. NO. 130348. September 03, 2007

Ponente: CHICO-NAZARIO, J.

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CHICO-NAZARIO, J.:

In this Petition for Review on Certiorari[1] under Rule 45 of the Rules of Court, as amended, petitioner spouses Miguel Soriano, Jr. and Julieta Soriano seek: (1) the reversal of the 18 August 1997 Decision[2] of the Court of Appeals, in CA-G.R. SP No. 44365; (2) the dismissal of the complaint for ejectment filed by herein respondents; and (3) the issuance of a temporary restraining order enjoining the Metropolitan Trial Court (MeTC) and herein respondents, and all persons acting in behalf of the latter, from conducting proceedings relative to the writs of execution and demolition issued in Civil Cases No. 3856 and No. 94-0001 until final resolution of the present petition.

The assailed Court of Appeals decision affirmed in toto an earlier Decision[3] of the Regional Trial Court (RTC), Branch 255, Las Piñas, dated 3 April 1997, in two consolidated cases, Civil Cases No. 96-0148 and No. 96-0148(A), affirming in toto the Joint Decision[4] of the MeTC, Branch 79, Las Piñas, dated 15 April 1996, in Civil Cases No. 3856 and No. 94-0001.

The case filed before the MeTC involved a Complaint[5] for Ejectment filed by respondents, spouses Antero Soriano and Virginia Soriano, before the MeTC, Branch 79, Las Piñas, on 24 February 1994. In said complaint, respondents prayed for the following relief against petitioners, spouses Miguel Soriano, Jr. and Julieta Soriano:

> 1] To vacate the premises covered by TCT NO. S33221 of the Register of Deeds of the Province of Rizal.
>
> 2] Ordering the defendants to pay the plaintiffs for the use of the premises, from January 1994 up to the dates defendants vacates (sic) the premises, the amount of Two Thousand Six Hundred Sixty Two Pesos (P2,662.00) per month plus 12% per annum with an increment of 10% every three (3) years beginning 1994.
>
> 3] Payment of attorney's fees in the amount of Ten Thousand Pesos (P10,000.00) and Three Thousand Pesos (P3,000.00) per appearance.[6]

Essentially, the facts are:

On 5 October 1981, respondents, spouses Antero Soriano and Virginia Soriano, and petitioners, spouses Miguel Soriano, Jr. and Julieta Soriano, as lessors and lessees respectively, entered into a 20-year period Contract of Lease[7] over a 420 square meter parcel of land[8] situated at Pamplona, Las Piñas, Metro Manila. The leased property was intended as the site of a building still to be constructed at that time, "to be used exclusively by the LESSEE in that area."[9]

Part of the terms and conditions of said contract was a provision against the sublease or assignment by the lessees of the subject property to third persons absent the written consent of the lessors, viz:

> - The LESSEE shall not sublease or assign the leased area or any portion thereof, without first securing the written consent of the LESSOR;

Alleging violation of the aforequoted condition, on 24 February 1994, respondents filed a complaint for ejectment against petitioners before the MeTC, Branch 79, Las Piñas, docketed as Civil Case No. 3856. In the complaint, respondents averred that:

> 7] That sometime December 1993, the defendants (sic) spouses were surprised to learn that the lessees, under the guise of being the owner, were subleasing the same to third persons.
>
> 8] That plaintiffs secured a copy of the "Contract of Lease" entered into by the defendants and a certain Marilou P. Del Castillo x x x.
>
> 9] That upon further investigation, the plaintiffs were further surprised to learn that the premises were likewise being leased to a Beauty Parlor, Photography Shop, Auto Supply Dealer and a Money Changer.
>
> 10] That the subleasing of the premises was made by the lessees sans the implied or express consent of the Lessors.
>
> x x x x
>
> 12] That on December 1993, plaintiffs sent to the defendants a "Notice to Vacate" x x x.
>
> 13] That up to the present time, the defendants has (sic) not yet vacated the premises.[10]

As proof of the above-quoted allegations, respondents offered in evidence the following: 1) a copy of a contract[11] of lease executed by and between Miguel Soriano, Jr. and Marilou P. Del Castillo on 3 July 1993; 2) the affidavit of Marilou P. Del Castillo essentially corroborating the averments in the complaint respecting the Contract of Lease between her and petitioners; 3) various affidavits of third parties with whom petitioners allegedly subleased various portions of the subject property; and 4) a Questioned Document Report by the National Bureau of Investigation (NBI) stating that the signature of Marilou P. Del Castillo on the Joint Venture Agreement presented by respondents was a forgery.

On the other hand, petitioners denied violating the subject contract of lease they signed with respondents and contradicted the existence of the alleged sublease agreement with one Marilou P. Del Castillo, as well as those with various other third persons. Petitioners, instead, maintain that what existed between them and the third parties, including Marilou P. Del Castillo, were joint venture agreements; and that the Contract of Lease between Marilou P. Del Castillo and petitioners was a falsified document considering that the signatures of petitioner Julieta Soriano, the witnesses and of the Notary Public were all claimed to be forgeries. Petitioners then presented the supposed Joint Venture Agreement[12] entered into by and between them and Marilou P. Del Castillo.

In the interregnum, before the complaint for ejectment could be resolved by the MeTC, petitioners filed a petition for consignation of rental fees for the period of January to June 1994 with the MeTC. The claim for consignation, docketed as Civil Case No. 94-0001, was grounded on the contention that respondents refused to encash the checks paid to them for the rent of the subject property.

The MeTC consolidated the two civil actions, they being closely related.

On 15 April 1996, the MeTC promulgated a Joint Decision on the consolidated cases. The trial court found in favor of respondents. The dispositive of the consolidated ruling reads:

> WHEREFORE, judgment is rendered in favor of the plaintiffs and against defendants ordering the latter and all persons claiming rights under them to vacate the premises in question and surrender possession thereof to the

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> former; to pay plaintiff the sum of P2,662.00 a month from January, 1994 and monthly thereafter until the subject premises is actually vacated; to pay plaintiff P10,000.00 as reasonable attorney's fees and cost of suit.
>
> The consignation case is ordered dismissed together with the counterclaim without pronouncement as to costs.[13]

Based on the arguments and evidence presented by the parties, the MeTC found that the contract that existed between petitioners and Marilou P. Del Castillo was a sub-lease contract and not a joint venture agreement. Much weight was given by said trial court on the following documentary evidence: 1) affidavit of Marilou P. Del Castillo stating that the contract she entered into with Julieta Soriano was a sublease agreement, especially as said affidavit was corroborated by the affidavits of two other witnesses; and 2) the Questioned Document Report No. 843-1094 issued by the NBI stating that the signature of Marilou P. Del Castillo on the Joint Venture Agreement presented by petitioners was a forgery. It ratiocinated that:

> It is this court (sic) considered view that the defendants failed to overcome the presumption of validity of contract. They having the one who put in issue the genuineness and due execution of the sub contract of lease have the burden of proof to prove otherwise. On the part of the plaintiffs, they have proven at the very least, that the Joint Venture Agreement has a semblance of forgery.
>
> Defendant's negative assertion of facts cannot be given more weight than that of plaintiffs' positive stand. What the court has in mind in setting the clarificatory hearing is to illicit from Marilou del Castillo which contract did she enter into with Julieta Soriano, face to face with the defendants and plaintiffs. This way the Court would be in a position to observe the demeanor of all the parties concern (sic) as well as the intended witness herself. It was however unfortunate that it did not materialize.[14]

Anent the issue of consignation, the MeTC held that there was no valid tender of payment, viz:

> In the consignation case, it appears from the evidence of defendants that it was sometime in the third week of December, 1993 that they tendered to the plaintiffs checks representing rentals from January to June, 1994. Clearly, when the defendants tender payment as a prerequisite of consignation, the rentals are not yet due. Valid tender of payment therefore is wanting.[15]

On appeal to the RTC, the assailed joint decision was affirmed in toto in a decision promulgated on 3 April 1997. In acknowledging that the contract of lease between petitioners and respondents was indeed violated, the RTC gave premium to the letter of one Ma. Lourdes R. Acebedo, Executive Vice-President of Acebedo Optical Co., Inc. dated 22 October 1993. According to the RTC, the letter-proposal[16] embodies the provisions of a lease agreement for a period of one month as well as the conformity of petitioner Julieta Soriano. The subject letter is hereunder quoted in full:

October 22, 1993

> Ms. JULIET[A] B. SORIANO
> House of Abraham Bldg.
> 281 Real Street, Pamplona
> Las Piñas, Metro Manila
>
> Dear Ms. Soriano:
>
> This is to formalize the discussion arranged by our Messrs. Ernesto Victa and Ramil Mendoza for us to use the front space of your establishment in connection with our Project: Oplan Silip Mata from October 23 to November 23, 1993. That upon your conforme of this proposal letter we are to pay the amount of three thousand five hundred (P3,500.00) pesos Philippine Currency for the use of the space. Furthermore (sic) we will pay you the sum of twenty (P20.00) pesos per day for electric consumption.

> We hope you will find the foregoing proposal acceptable by signifying your conforme on the space provided below. We thank you for your accommodation for this project.
>
> Very truly yours,
>
> ACEBEDO OPTICAL CO., INC.
>
> By: (Sgd.)
> MA. LOURDES R. ACEBEDO
> Executive Vice-President
>
> Conforme:
>
> (Sgd.)
> JULIET[A] B. SORIANO

For the court, the existence of the letter bolsters the claim of respondents that portions of the subject property were indeed subleased to third parties without their concurrence, in definite violation of the provisions of the contract of lease.

On 7 April 1997, petitioners, through their counsel, the law firm Rico & Associates, received their copy of the decision of the RTC.

On 17 April 1997, or ten days later, petitioners moved for the reconsideration of the RTC decision.

On 6 May 1997, the RTC denied[17] petitioners' motion for reconsideration.

On 28 May 1997, petitioners received a copy of the aforesaid denial. On the other hand, petitioners' counsel received a copy of the same on 2 June 1997.

On 6 June 1997, from the adverse decision of the RTC, petitioners' counsel went on to file a motion for extension of time to file petition for review before the Court of Appeals. On 18 June 1997, petitioners filed the petition for review docketed as CA-G.R. SP No. 44365.

Meanwhile, on 20 June 1997, acting on respondents' Motion for Execution of Judgment dated 7 April 1997, the RTC rendered an Order,[18] the full text of which is quoted hereunder:

> It appears in the record that the defendants were served with a copy of the decision of this Court on April 7, 1997. The running of the period to appeal, however, was interrupted when the defendants filed their motion for reconsideration on April 17, 1997. So that from April 7, 1997 up to the filing of the motion for reconsideration on April 17, 1997, ten (10) days have already been consumed, and there are but five (5) days remaining within which to perfect appeal or [file] petition for review. The order dated May 6, 1997, denying defendant's (sic) motion for reconsideration, was received by the defendants, through their collaborating counsel, Atty. Miguel Soriano, on May 28, 1997. So that if the defendants received the order on the said date, they have but up to June 2, 1997 to interpose a petition. As no appeal or petition for review was perfected up to this date, as admitted by Atty. Soriano in open court on said date (in the afternoon), then the decision of this Court has already become final and executory.
>
> WHEREFORE, and in view of the foregoing, the motion for execution of judgment dated April 7, 1997, filed by the plaintiffs, is hereby granted.
>
> By authority of the ruling in Salientes vs. Intermediate Appellate Court (246 SCRA 150) and other related cases already decided, whereby execution of decisions in ejectment cases falls within the jurisdiction of the inferior court, and not the appellate court, let the record of this case be remanded to the Metropolitan Trial Court, Branch 79, Las Piñas City, for execution of the judgment

On 18 August 1997, the appellate court rendered a Decision denying the petition, the dispositive portion of which states that:

> WHEREFORE, foregoing considered, the petition for review is hereby DENIED for lack of merit and the appealed decision is hereby AFFIRMED in toto.
>
> The Motion for Extension of Time to Reply filed by petitioners and the ex-parte (sic) motion for deposit of monthly rental are hereby DENIED for being moot and academic.
>
> The injunction granted is hereby permanently lifted.
>
> Cost against petitioners.[19]

The Court of Appeals denied petitioners' recourse on two grounds: 1) for being filed out of time, that is:

> Petitioners did not file their petition for review within the reglementary period. Petitioners filed a motion for extension to file Petition for Review. But this said motion was filed only on June 6, 1997, when the 15-days reglementary period has expired (citation omitted).[20]

and 2) for lack of merit considering that:

> The existence of this contract of lease of petitioners with Marilou del Castillo is in clear violation of the contract of lease of petitioners and private respondents.[21]

The Issues

Hence, the present course of action, by which petitioners fundamentally seek to reverse the ruling of the Court of Appeals on the following grounds[22]:

> I.
>
> THE COURT OF APPEALS SERIOUSLY ERRED IN HOLDING THAT THE PETITION WAS FILED OUT OF TIME AS PETITIONERS WERE BOUND BY THE SERVICE OF THE ORDER OF THE RTC DENYING PETITIONERS' MOTION FOR RECONSIDERATION UPON PETITIONER (ATTY. MIGUEL SORIANO), AND NOT UPON THE UNDERSIGNED LAW FIRM WHICH HAS FILED A FORMAL ENTRY OF APPEARANCE AS COUNSEL FOR PETITIONERS IN THE PROCEEDINGS A QUO;
>
> II.
>
> THE COURT OF APPEALS SERIOUSLY MISAPPRECIATTED AND IMPROPERLY GAVE CREDENCE TO THE "CONTRACT OF LEASE" DATED 3 JULY 1993 WHICH WAS INTRODUCED IN EVIDENCE, BUT SIGNIFICANTLY ADMITTED TO BE A FORGERY, BY PRIVATE RESPONDENTS; [and]
>
> III.
>
> THE COURT OF APPEALS TOTALLY IGNORED AND COMPLETELY DISREGARDED THE CLEAR AND CONVINCING EVIDENCE ON RECORD PROVING BEYOND PERADVENTURE THAT PETITIONERS DID NOT VIOLATE THEIR CONTRACT OF LEASE DATED 5 OCTOBER 1981 WITH PRIVATE RESPONDENTS, IN THAT, WHAT WAS ACTUALLY ENTERED INTO BETWEEN PETITIONERS AND MARILOU DEL CASTILLO WAS A JOINT VENTURE AGREEMENT.

The Court's Ruling

A cursory reading of the petition promptly discloses that at the core of the controversy are merely two issues. One involves a procedural matter, that is, whether or not the petition filed before the Court of Appeals was done in due time; and the other entails an issue of substance anent the existence of a contract of (sub)lease between petitioners

and Marilou P. Del Castillo in violation of the contract of lease between petitioners and respondents.

Anent the first issue, the appellate court rationalized its finding that the petition filed before it was filed beyond the reglementary period within which to file a petition for review by stating thus:

> Rico & Associates Law Office, counsel of petitioners, claimed that it received the copy of the order denying the motion for reconsideration only on June 2, 1997.
>
> Records show however, that petitioner Atty. Miguel Soriano received a copy of the order of denial on May 28, 1997. x x x.
>
> x x x x
>
> In this case, petitioner Atty. Miguel Soriano appeared as counsel for petitioners.
>
> x x x x
>
> The five (5) days remaining period to appeal should therefore be counted from May 28, 1997, when petitioner Atty. Soriano received a copy of the Order of Denial and not on June 2, 1997, when Rico & Associated Law Office received its notice.[23]

Petitioners naturally dispute the foregoing findings. They counter that the above is "clearly based on a deliberate misapprehension of the true facts."[24] Petitioners argue that as early as November 1995, before the MeTC, the law firm Rico & Associates Law Office had already entered[25] its appearance as their counsel of record; that as stated therein, the address of said law firm is 4th Floor, Cattleya Condominium, 235 Salcedo St., Legaspi Village, Makati City; that petitioner Atty. Miguel Soriano "never filed a formal appearance as counsel"[26] for himself and his wife, Julieta Soriano, "much less used his residence address (No. 79 Sterling Avenue, Sterling Life Avenue, Pamplona, Las Piñas, Metro Manila) as his forwarding address for purposes of court notices"[27]; that, assuming for the sake of argument, even if petitioner Atty. Miguel Soriano did enter his provisional appearance as counsel for himself and his wife by appearing in some court proceedings and signing pleadings, still, he did so for Rico & Associates Law Office with office address at Rm. 407 Cattleya Condominium, 235 Salcedo St., Legaspi Village, Makati City; and that, "all court notices, except the order of denial of petitioners' Motion for Reconsideration, were never sent to petitioner Atty. Miguel Soriano at his residence address."[28] Thus, petitioners construe that, "it is therefore highly anomalous why the RTC sent its Order dated 6 May 1997 to petitioner Atty. Miguel Soriano at his residence address."[29]

Respondents insist, however, that the date of receipt of the RTC's order denying petitioners motion for reconsideration should be considered 28 May 1997, the date of receipt thereof by petitioner Atty. Miguel Soriano, because the latter has entered his appearance as collaborating counsel in the subject case and signed several pleadings filed before the MeTC. Respondents further contend that, "notice to him is effective notice to the attorney of record";[30] and, thus, petitioner Atty. Miguel Soriano "cannot escape his own representations to serve his insidious purposes."[31]

As to the procedural issue, we hold that the petition before the Court of Appeals was timely filed.

In practice, service means the delivery or communication of a pleading, notice or some other paper in a case, to the opposite party so as to charge him with receipt of it and subject him to its legal effect.[32] The purpose of the rules on service is to make sure that the party being served with the pleading, order or judgment is duly informed of the same so that he can take steps to protect his interests; i.e., enable a party to file an appeal or apply for other appropriate reliefs before the decision becomes final.[33] Pursuant to Section 2, Rule 13 of the 1997 Rules of Civil Procedure, as amended, service of court processes, inter alia, is made in the following manner, to wit:

> SEC. 2. Filing and service, defined. — Filing is the act of presenting the pleading or other paper to the clerk of court.
>
> Service is the act of providing a party with a copy of the pleading or paper concerned. If any party has appeared by counsel, service upon him shall be made upon his counsel or one of them, unless service upon the party himself is ordered by the court. Where one counsel appears for several parties, he shall only be entitled to one copy of any paper served upon him by the opposite side.

As mentioned above, the general rule is, where a party appears by attorney in an action or proceeding in a court of record, all notices required to be given therein must be given to the attorney of record; and service of the court's order upon any person other than the counsel of record is not legally effective and binding upon the party, nor may it start the corresponding reglementary period for the subsequent procedural steps that may be taken by the attorney.[34] Notice should be made upon the counsel of record at his exact given address,[35] to which notice of all kinds emanating from the court should be sent in the absence of a proper and adequate notice to the court of a change of address.[36]

Said differently, when a party is represented by counsel of record, service of orders and notices must be made upon said attorney; and notice to the client and to any other lawyer, not the counsel of record, is not notice in law.[37]

In the case at bar, the fact that petitioner Atty. Miguel Soriano, Jr. may have appeared as counsel for himself and his wife in the proceedings before the MeTC, or signed some pleadings filed before the court, is of no moment. Firstly, despite the allegation of respondents, nothing in the record shows that petitioner Atty. Miguel Soriano, Jr. formally entered his appearance as collaborating counsel for himself and co-petitioner Julieta Soriano. Secondly, though some pleadings filed for petitioners bear the signature of petitioner Atty. Miguel Soriano, Jr. as author thereof, still, such pleadings equally display that the authorship was in behalf of the law firm Rico & Associates Law Office and its address — 4[th] Floor, Cattleya Condominium, 235 Salcedo St., Legaspi Village, Makati City - as stated on record, the law firm which appears to be the formal counsel of petitioners. Further, it does not appear that there was any substitution of counsel, or that service upon petitioner Atty. Miguel Soriano, Jr. had been specifically ordered by the RTC. Interestingly, though, as professed by petitioners, the order of denial of the motion for reconsideration of the decision of the RTC was the only court process sent to petitioner Atty. Miguel Soriano, Jr. This would show that it was petitioners' counsel of record, Rico & Associates Law Office, that, as a rule, received correspondence, notices and processes respecting the subject case. Accordingly, the counsel of record of petitioners, Rico & Associates Law Office, is presumed to be still and the only one authorized to receive court processes, inter alia. Notice of the denial of petitioners' motion for reconsideration of the RTC's decision, served upon the Rico & Associates Law Office, was the formal notice to petitioners. For all legal intents and purposes, the service of that notice was the trigger that started the running of the remaining five-day reglementary period within which to file the petition to the appellate court or, at the very least, a motion for extension of time to file said pleading.

Considering the prior disquisition, therefore, petitioners are deemed to have received a copy of the subject denial by the RTC of their motion for reconsideration on 2 June 1997 when their counsel of record, Rico & Associates Law Office, received the same. The remaining five-day period within which to file the petition with the appellate court should have been counted from that date. The last day, therefore, was 7 June 1997. Clearly, the petition interposed before the Court of Appeals on 6 June 1997 was filed in due time. Otherwise, to consider the operative date of receipt of the RTC Order denying petitioners' motion for reconsideration to be 28 May 1997 -- when said order was received by petitioner Atty. Miguel Soriano, Jr., who albeit appeared as a collaborating counsel as well -- is to violate Section 2 of Rule 13 of the Rules of Court. As amended, that provision states that when party is

represented by counsel, service of process must be made on counsel and not on the party.

Time and again, we have stressed that the rules of procedure are used only to help secure and not override substantial justice.[38] If a stringent application of the rules would hinder rather than serve the demands of substantial justice, the former must yield to the latter.[39]

Apropos the substantial issue involved in the case at bar, petitioners contend that that the appellate court erred in holding that they subleased a portion of the subject property to Marilou P. Del Castillo in gross violation of the contract of lease executed between petitioners and respondents. They argue that the finding of the Court of Appeals that there exists a contract of (sub)lease between petitioners and Marilou P. Del Castillo is founded on a falsified contract of (sub)lease, as the signature of the witnesses and notary public therein were forgeries; thus, the contract of (sub)lease being a falsehood, the complaint of respondents is groundless. Moreover, petitioners maintain that what really exists between them and Marilou P. Del Castillo is a joint venture agreement which in no way violates the provision concerning subleasing.

Respondents argue against the above and stress that the signatures were, indeed, falsified, and that it was petitioner Julieta Soriano who was behind such deception.

In its assailed decision, the Court Appeals explained that:

> The signatures of the witnesses and the notary public in the contract of lease entered into by petitioners and Marilou Del Castillo are indeed false. But by offering this document with the false signatures of the witnesses and notary public, it cannot be concluded that private respondents resorted to falsehood.
>
> As explained by private respondents, the document was prepared by petitioners.
>
> Marilou del Castillo also explained that when petitioners delivered to her the contract of lease, the witnesses had already signed the same and after signing, petitioner Julieta Soriano signed the name of notary public Noberto Malit, Sr. and sealed the document with the notarial seal of Norberto Malit. Marilou del Castillo claimed that petitioner Julieta Soriano signs (sic) for Norberto Malit because the latter is a law partner of petitioner Atty. Miguel Soriano.
>
> We give credence to this testimony of Marilou del Castillo. It is a common knowledge and practice that it is the lessor who prepares the contract which would govern the lease of the lessee. The lessee usually signs.
>
> This is especially true in this case because petitioner Atty. Miguel Soriano, the lessor is a lawyer who knows the "know-hows" on the preparation of the contract of lease.
>
> Being the lessor of the leased premises (between petitioners and Marilou del Castillo) and being a lawyer at the same time, it would indeed be possible, basing it from usual experience, that petitioners were the ones who prepared their contract of lease with Marilou del Castillo.
>
> As such, private respondents cannot be said to have resorted to falsehood. Private respondents merely offered as evidence the document prepared by petitioners. The same could not be considered as fraud in the presentation of their cause.[40]

Further, the appellate court elucidated that, though containing false signatures, nevertheless, the state of affairs "will not warrant a ruling that there was no valid contract of lease between petitioners and Marilou Del Castillo,"[41] for the reason that said forgeries do "not affect the existence of a valid contract. The law requires only the consent of contracting parties x x x Consents (sic) of the witness or that of the notary public are (sic) not needed for the perfection of (a) contract."[42]

On the whole, the petition is devoid of merit.

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At the outset, in imputing as error the appellate court's appreciation of the genuineness of two supposed contracts executed by petitioners and Marilou P. Del Castillo, i.e., the Contract of (Sub)Lease vis-à-vis the Joint Venture Agreement, petitioners are plainly bringing into play questions of fact and the appreciation of evidence already made by no less than three courts of law below. In a manner of speaking, petitioners would have us review once again the factual determinations of the MeTC, as affirmed by not one court, but two higher courts already — the RTC and the Court of Appeals. It has been consistently held that under Section 1, Rule 45 of the Rules of Court, as amended, in an appeal to this Court by way of a petition for review on certiorari, only questions of law must be raised by the petitioner;[43] that is, our jurisdiction in a petition for review on certiorari is limited to reviewing and correcting only errors of law, not of fact, the only power of the Court being to determine if the legal conclusions drawn from the findings of fact are correct.[44] The Court is not expected or required to examine or refute the oral and documentary evidence submitted by the parties.[45]

Of course, this Court may be minded to review the factual findings of the Court of Appeals, but only in the presence of any of the following circumstances: (1) the conclusion is grounded on speculations, surmises or conjectures;[46] (2) the interference is manifestly mistaken, absurd or impossible;[47] (3) there is grave abuse of discretion;[48] (4) the judgment is based on a misapprehension of facts;[49] (5) the findings of fact are conflicting;[50] (6) there is no citation of specific evidence on which the factual findings are based;[51] (7) the findings of fact are contradicted by the presence of evidence on record;[52] (8) the findings of the Court of Appeals are contrary to those of the trial court;[53] (9) the Court of Appeals manifestly overlooked certain relevant and undisputed facts that, if properly considered, would justify a different conclusion;[54] (10) the findings of the Court of Appeals are beyond the issues of the case;[55] and (11) such findings are contrary to the admissions of both parties.[56]

Alas, we find none of the exceptions to be present in the case at bar; therefore, we see no reason to depart from the general rule. The findings of fact of the three courts are fully substantiated by the evidence extant on record.

The foregoing discussion notwithstanding, we have reviewed the records of the case at bar and find no reversible error committed by the Court of Appeals concerning the merits of the present petition. Without need to go into the fundamentals of the mendacity surrounding the signature of the witnesses and the notary public found on the subject contract of (sub)lease, the resolution of the present controversy is uncomplicated. It boils down to the consent of petitioner Julieta Soriano and Marilou P. Del Castillo as evidenced by the legitimate signatures thereon. It has been proved adequately to this Court that there exists a valid contract of (sub)lease between petitioners and Marilou P. Del Castillo. The concurrence of the fact that the latter acknowledges having signed the contract along with petitioner Julieta Soriano, and of the fact that the signatures of the witnesses and notary public are forgeries, do not negate the presence of a valid contract of (sub)lease. The signatures of the witnesses and the notary public are considered necessary simply to make the contract binding on third parties. It would have been a different matter had petitioners alleged and offered evidence to show that the signatures of petitioner Julieta Soriano and Marilou P. Del Castillo, parties to the contract of (sub)lease, were forgeries as well — which would mean that parties to the assailed contract did not give their consent. Absence of consent between the parties means that there was no contract of (sub)lease; hence, petitioners would not be deemed to have violated the prohibition on sublease, which was barred by the contract of lease between them and respondents.

In fine, as correctly held by no less than three courts, there exists a contract of (sub)lease between petitioners and a third party, which is in clear violation of the prohibition contained in the contract of lease entered into by petitioners and respondents.

WHEREFORE, premises considered, the instant petition is DENIED. The assailed 18 August 1997 Decision of the Court of Appeals in CA-G.R. SP No. 44365, is hereby AFFIRMED. Costs against petitioners.

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SO ORDERED.

Ynares-Santiago, (Chairperson), Austria-Martinez, Nachura, and Reyes, JJ., concur.

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[1] Rollo, pp. 9-38.

[2] Penned by Associate Justice Eugenio S. Labitoria with Associate Justices Salome A. Montoya and Portia Aliño Hormachuelos, concurring; id. at 39-51.

[3] Penned by Judge Florentino M. Alumbres. CA rollo, pp. 39-42.

[4] Penned by Judge Pio M. Pasia. Id. at 309-314.

[5] Id. at 196-200.

[6] Id. at 199.

[7] Id. at 209-211.

[8] Covered by Transfer Certificate of Title No. S33221 issued by the Office of the Register of Deeds for the Province of Rizal. Id.

[9] No. 5 of the terms and conditions of the contract of lease. Id. at 210.

[10] Id. at 198.

[11] Id. at 218-219.

[12] Id. at 251-252.

[13] Id. at 314.

[14] Id.

[15] Id.

[16] Records, p. 83.

[17] Rollo, pp. 101-102.

[18] Id. at 276-277.

[19] Id. at 50.

[20] Id. at 45.

[21] Id. at 47.

[22] Id. at 19-20.

[23] Id. at 43-45.

[24] Petition, p. 14; rollo, p. 22.

[25] Id. at 104-107.

[26] Id. at 24.

[27] Id.

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[28] Id.

[29] Id.

[30] Id. at 151.

[31] Id.

[32] VICENTE J. FRANCISCO, THE REVISED RULES OF COURT IN THE PHILIPPINES, p. 759 (1973), citing Neff v. City of Indianapolis, 198 N.E. 328.

[33] Reyes v. Commission on Elections, 324 Phil. 813, 823-824 (1996).

[34] Gundayao v. Court of Appeals, G.R. No. 77459, 21 May 1990, 185 SCRA 606, 611-612.

[35] National Investment and Development Corporation-Philippine National Bank v. Court of Appeals, 337 Phil. 217, 222 (1997).

[36] Magno v. Court of Appeals, G.R. No. L-58781, 31 July 1987, 52 SCRA 555, 558.

[37] De Leon v. Court of Appeals, 432 Phil. 775, 788 (2002).

[38] Somoso v. Court of Appeals, G.R. No. 78050, 23 October 1989, 178 SCRA 654, 662-663.

[39] Basco v. Court of Appeals, 383 Phil. 671, 687 (2000).

[40] Rollo, p. 48.

[41] Id. at 46.

[42] Id.

[43] Dr. Batiquin v. Court of Appeals, 327 Phil. 965, 974-975 (1996).

[44] Pacific Airways Corporation v. Tonda, 441 Phil. 156, 161-162 (2002).

[45] Nazareno v. Court of Appeals, 397 Phil. 707, 724-725 (2000).

[46] Joaquin v. Navarro, 93 Phil. 257, 270 (1953).

[47] Luna v. Linatoc, 74 Phil. 15 (1942).

[48] Buyco v. People, 95 Phil. 453, 461 (1954).

[49] De la Cruz v. Sosing, 94 Phil. 26, 28 (1953).

[50] Casica v. Villaseca, 101 Phil. 1205 (1957).

[51] Larena v. Mapili, 455 Phil. 944, 950 (2003).

[52] Josefa v. Zhandong Trading Corp., 462 Phil. 751, 757 (2003).

[53] Philippine National Bank v. Heirs of Estanislao Militar, G.R. No. 164801, 30 June 2006, 494 SCRA 308, 320.

[54] Philippine Charter Insurance Corporation v. Unknown Owner of the Vessel M/V "National Honor", G.R. No. 161833, 8 July 2005, 463 SCRA 202, 215.

[55] Local Superior of the Servants of Charity (Guanellians), Inc. v. Jody King Construction and Development

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Corpotation, G.R. No. 141715, 12 October 2005, 472 SCRA 445, 451-452.

[56] Cirelos v. Hernandez, G.R. No.146523, 15 June 2006, 490 SCRA 625, 635.

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