

LANGKAAN REALTY DEVELOPMENT, INC., PETITIONER, VS. UNITED COCONUT PLANTERS BANK, AND HON. COURT OF APPEALS, RESPONDENTS.

G.R. No. 139437. December 08, 2000

Ponente: GONZAGA-REYES, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-139437/>

GONZAGA-REYES, J.:

This is a Petition for Review on Certiorari under Rule 45 seeking to set aside the decision of the Court of Appeals in CA-G.R. No. CV 53514 which affirmed the decision of the Regional Trial Court of Imus, Cavite, Branch 20, in Civil Case No. 360-89, and the Resolution of the Court of Appeals denying the petitioner's Motion for Reconsideration.

The antecedent facts are as follows:

Petitioner Langkaan Realty Development Corporation (LANGKAAN, for brevity) was the registered owner of a 631,693 square meter parcel of land covered by Transfer Certificate of Title No. 111322, and located at Langkaan, Dasmariñas, Cavite.

On April 8, 1983, petitioner LANGKAAN executed a Real Estate Mortgage over the above-mentioned property in favor of private respondent United Coconut Planter's Bank (UCPB) as a security for a loan obtained from the bank by Guimaras Agricultural Development, Inc. (GUIMARAS) in the amount of P3,000,000.00.[1] LANGKAAN and GUIMARAS agreed to share in the total loan proceeds that the latter may obtain from UCPB.[2] Subsequently, another loan of P2,000,000.00 was obtained by GUIMARAS, totaling its obligation to the bank to P5,000,000.00. The loan was fully secured by the real estate mortgage which covered all obligations obtained from UCPB by either GUIMARAS or LANGKAAN "before, during or after the constitution" of the mortgage.[3] Also provided in the mortgage agreement is an acceleration clause stating that any default in payment of the secured obligations will render all such obligations due and payable, and that UCPB may immediately foreclose the mortgage.[4]

GUIMARAS defaulted in the payment of its loan obligation.[5] On July 28, 1986, private respondent UCPB filed a "Petition for Sale under Act No. 3135[6], as amended", with the Office of the Clerk of Court and Ex-officio Sheriff of RTC of Imus, Cavite. The "petition" was given due course, and a Notice of Extra-judicial Sale of LANGKAAN's property was issued by Acting Clerk of Court II and Ex-officio Sheriff Regalado Eusebio on August 4, 1986, setting the sale on August 29, 1986 at the main entrance of the Office of the Clerk of Court of RTC of Imus.[7] The Notice of Extra-judicial Sale was published in the "Record Newsweekly",[8] and was certified by Court Deputy Sheriff Nonilon A. Caniya to have been duly posted.[9]

On August 29, 1986, the mortgaged property was sold for P3,095,000.00 at public auction to private respondent UCPB as the highest bidder, and a corresponding Certificate of Sale was issued in favor of the bank.

As petitioner LANGKAAN failed to redeem the foreclosed property within the redemption period, the title of the

property was consolidated in the name of UCPB on December 21, 1987, and a new Transfer Certificate of Title with no. T-232040 was issued in the latter's favor.

On March 31, 1989, LANGKAAN, through counsel, Atty. Franco L. Loyola wrote UCPB a letter offering to buy back the foreclosed property for P4,000,000.00.[10] This offer was rejected by the bank in a letter dated May 22, 1989, stating that the current selling price for the property was already P6,500,000.00.[11]

On May 30, 1989, petitioner LANGKAAN filed a Complaint for Annulment of Extra-judicial Foreclosure and Sale, and of TCT No. 232040 with Damages, with the RTC of Imus, Cavite, docketed as Civil Case No. 360-89.

After trial, the RTC of Imus ruled in favor of private respondent UCPB, and dismissed the petition of LANGKAAN for lack of merit. On appeal, the Court of Appeals affirmed en toto the decision of the RTC of Imus. The petitioner filed a Motion for Reconsideration which was denied by the Court of Appeals in a Resolution dated July 28, 1999. Hence this petition.

The sole issue in this case, as stated by the petitioner in its Memorandum, is whether or not the extra-judicial foreclosure sale is valid and legal on account of the alleged non-compliance with the provisions of Act No. 3135 on venue, posting and publication of the Notice of Sale, and of the alleged defects in such Notice.[12]

At the outset, it must be stated that only questions of law may be raised before this Court in a Petition for Review under Rule 45 of the Revised Rules of Civil Procedure.[13] This Court is not a trier of facts, and it is not the function of this Court to re-examine the evidences submitted by the parties.[14]

After a careful analysis of the issue set forth by the petitioner, we find the same not to involve a pure question of law[15] It has been our consistent ruling that the question of compliance or non-compliance with notice and publication requirements of an extra-judicial foreclosure sale is a factual issue binding on this Court.[16] In the case of Reyes vs. Court of Appeals, we declined to entertain the petitioner's argument as to lack of compliance with the requirements of notice and publication prescribed in Act No. 3135, for being factual.[17] Hence, the matter of sufficiency of posting and publication of a notice of foreclosure sale need not be resolved by this Court, especially since the findings of the Regional Trial Court thereon were sustained by the Court of Appeals. Well-established is the rule that "factual findings of the Court of Appeals are conclusive on the parties and carry even more weight when the said court affirms the factual findings of the trial court." [18]

The RTC found the posting of the Notice of Sale to have been duly complied with, thus:

"As regards the posting of the notices of sale, Deputy Sheriff Nonilon Caniya has categorically declared that he posted the same in three conspicuous places, to wit: (1) Municipal Hall of Dasmarinas, Cavite, (2) Barangay Hall of Langkaan, and (3) in the place where the property is located (Exh. "6"). He added gratuitously that he even posted it at the Dasmarinas Public Market. Such being the case, the negative testimony of Virgilio Mangubat, a retired sheriff of Trece Martires City, to the effect that he did not see any notice posted in the Bulletin Board of Dasmarinas, Cavite cannot prevail over the positive testimony of Deputy Sheriff Caniya. In like manner, the general denial advanced by Barangay Captain Benjamin Sangco of Langkaan that no notice was posted at the bulletin board of said barangay in August, 1986 cannot take precedence over the positive declaration of Deputy Sheriff Caniya who is presumed to have performed his duties as such. Credence is generally accorded the testimonies of (sic) sheriff who is presumed to have performed their (sic) duties in regular manner. xxx

xxx xxx xxx

"xxx In another case, Bonnevie vs. Court of Appeals, 125 SCRA 122, it was even ruled that 'a single act of posting satisfies the requirement of law'. "[19]

Due publication was likewise found by the RTC to have been effected.

"It is beyond dispute that notice of Sheriff's Sale was published in "Record Newsweekly", a newspaper of general circulation in the Province of Cavite after a raffle among the accredited newspaper thereat. No evidence was adduced by plaintiff to disprove this fact. Its claim that said newspaper has no subscribers in Cavite is without merit and belied by the Affidavit of Publication executed by the Publisher of Records Newsweekly (Exh. "5") and by the Clerk of Court and Ex-Oficio Sheriff of the Multiple Sala of Imus, Cavite. As held in the case of Olizon vs. Court of Appeals, 236 SCRA 148, 'personal notice to the mortgagor in extrajudicial foreclosure proceedings is not necessary. Sec. 3 of Act No. 3135 governing extra-judicial foreclosure of real estate mortgages, as amended by Act No. 4118, requires only posting of the notice of sale in three public places and the publication of that notice in a newspaper of general circulation. Hence, the lack of personal notice to the mortgagors is not a ground to set aside the foreclosure sale.' It was further held thereat (ibid) that 'publication of the notice alone in the newspaper of general circulation is more than sufficient compliance with the notice-posting requirement of the law.'"[20]

On appeal, the findings of the RTC were sustained by the Court of Appeals, to wit:

"Next, appellant contends that the notice of sale was posted, at the very least, at only one [1] public place - the Municipal Building of Dasmarinas, Cavite - contrary to and in violation of the requirement in Act No. 3135, as amended, that said notice shall be posted in at least three [3] public places. Deputy Sheriff Nonilon Caniya, however, has categorically declared that he had posted Notices of Sale in four public places; namely: (1) Municipal Hall of Dasmarinas, Cavite, (2) Barangay Hall of Langkaan, (3) in the place where the property is located and (4) at the Dasmarinas Public Market (t.s.n., January 12, 1994, pp. 6-11). We give credence to said Sheriff's testimony and accord his actions with the presumption of regularity of performance, having come from a public officer to whom no improper motive to testify has been attributed.

"At any rate, even if it were true that the Notice of Sale was not posted in three public places as required, this would not invalidate the foreclosure conducted. As explained in Olizon vs. Court of Appeals, 238 SCRA 148, 155-156 -

'Furthermore, unlike the situation in previous cases where the foreclosure sales were annulled by reason of failure to comply with the notice requirement under Section 3 of Act 3135, as amended, what is allegedly lacking here is the posting of the notice in three public places, and not the publication thereof in a newspaper of general circulation.

'We take judicial notice of the fact that newspaper publications have more far-reaching effects than posting on bulletin boards in public places. There is a greater probability that an announcement or notice published in a newspaper of general circulation which is distributed nationwide, shall have a readership of more people than that posted in a public bulletin board, no matter how strategic its location may be, which caters only to a limited few. Hence the publication of the notice of sale in the newspaper of general circulation alone is more than sufficient compliance with the notice-posting requirement of the law. By such publication, a reasonably wide publicity had been effected such that those interested might attend the public sale, and the purpose of the law had been thereby subserved.

'The object of a notice of sale is to inform the public of the nature and condition of the property to be sold, and of the time, place and terms of the sale. Notices are given for the purpose of securing bidders and to prevent a sacrifice of the property. If these objects are attained, immaterial errors and mistakes will not affect the sufficiency of the notice; but if mistakes or omissions occur in the notices of sale which are calculated to deter or mislead bidders, to depreciate the value of the property, or to prevent it from bringing a fair price, such mistakes or omissions will be fatal to the validity of the notice, and also to the sale made pursuant thereto.'

"In the case at bench, this objective was attained considering that there was sufficient publicity of the sale through the Record Newsweekly.

"Appellant next charges that the certificate of posting executed by Deputy Sheriff Caniya is a falsified document

resulting from the unlawful intercalations made thereon, calculated to change the import and meaning of said certificate; and contains untruthful statements of facts. A certificate of posting is however not a statutory requirement and as such, is not considered indispensable for the validity of a foreclosure sale under Act 3135 (see *Bohanan vs. Court of Appeals*, 256 SCRA 355)

"Again, We accord a presumption of regularity in the conduct of the raffle whereby publication of the Notice of Sale was awarded to the Record Newsweekly.

"As to the erroneous designation of Guimaras Agricultural Development, Inc. as a mortgagor as well as the mistakes in the technical description of the subject property, both appearing in the Notice of Sale, We find these immaterial errors and mistakes which do not affect the sufficiency of the Notice (*Olizon vs. Court of Appeals*, *supra.*) xxx "[21]

We refuse to disturb the factual findings of the lower courts. The notice of the extra-judicial foreclosure sale was duly published and posted, and clerical errors therein are not sufficient to invalidate the notice and nullify the sale.

We are left with the issue on the legal propriety of the venue of the extra-judicial foreclosure sale which we deem proper for determination.

In ascertaining whether or not the venue of the extra-judicial foreclosure sale was improperly laid, it is imperative to consult Act No. 3135, as amended, the law applicable to such a sale.[22] Act 3135 provides, insofar as pertinent, as follows:

"SECTION 1. When a sale is made under a special power inserted in or attached to any real estate mortgage hereafter made as security for the payment of money or the fulfillment of any other obligation, the provisions of the following sections shall govern as to the manner in which the sale and redemption shall be effected, whether or not provision for the same is made in the power.

SEC. 2. Said sale cannot be made legally outside of the province which the property sold is situated; and in case the place within said province in which the sale is to be made is the subject of stipulation, such sale shall be made in said place or in the municipal building of the municipality in which the property or part thereof is situated."

Thus, the extra-judicial foreclosure sale cannot be held outside the province where the property is situated. Should a place within the province be a subject of stipulation, the sale shall be held at the stipulated place or in the municipal building of the municipality where the property or part thereof is situated.

In the case at bar, the Real Estate Mortgage contract contains the following stipulation on the venue of the auction sale, viz:

"ARTICLE XX
VENUE OF AUCTION SALE

It is hereby agreed that in case of foreclosure of this mortgage under Act 3135, as amended, and Presidential Decree No. 385, the auction sale shall be held at the capital of the province, if the property is within the territorial jurisdiction of the province concerned, or shall be held in the city, if the property is within the territorial jurisdiction of the city concerned."[23]

The foreclosed property is located in Dasmarinas, a municipality in Cavite. Dasmarinas is within the territorial jurisdiction of the province of Cavite, but not within that of the provincial capital, Trece Martires City, nor of any other city in Cavite. The territorial jurisdiction of Dasmarinas is covered by the RTC of Imus,[24] another municipality in Cavite.

The petitioner contends that the extra-judicial foreclosure sale should have been held in Trece Martires City, the capital of Cavite, following the above-quoted stipulation in the real estate mortgage contract; or, in the alternative, Section 2 of Act 3135 should have been applied, and the sale conducted at the municipal building of Dasmarinas where the property is situated.[25] On the other hand, the private respondent argues that the extra-judicial foreclosure sale was properly held at the main entrance of the Office of the Clerk of Court and Ex-officio Sheriff of the RTC of Imus which has territorial jurisdiction over Dasmarinas, as provided in the Supreme Court Administrative Order No. 7 (1983) issued pursuant to Section 18 of B.P. Blg. 129.[26] The private respondent further contends that Section 18 of B.P. Blg. 129 repealed the provision on venue under Section 2 of Act 3135.

We agree with the petitioner that under the terms of the contract, the extra-judicial foreclosure sale could be held at Trece Martires, the capital of the province which has territorial jurisdiction over the foreclosed property. The stipulation of the parties in the real estate mortgage contract is clear, and therefore, should be respected absent any showing that such stipulation is contrary to law, morals, good customs, public policy or public order. A contract is the law between the parties.[27] However, since the stipulation of the parties lack qualifying or restrictive words to indicate the exclusivity of the agreed forum, the stipulated place is considered only as an additional, not a limiting venue.[28] Therefore, the stipulated venue and that provided under Act 3135 can be applied alternatively. Now, applying Act 3135, the venue of the sale should be at the municipal building of Dasmarinas since the foreclosed property is located in the municipality of Dasmarinas.

We cannot sustain the contention of the private respondent that the proper venue for the sale of the Dasmarinas property is the RTC of Imus which has territorial jurisdiction thereon as provided under SC Administrative Order No. 7 issued pursuant to Section 18 of B.P. Blg. 129, which allegedly repealed the venue provision under Section 2 of Act 3135.

Section 18 of B.P. Blg. 129[29] provides for the power of the Supreme Court to define the territorial jurisdiction of the Regional Trial Courts. Pursuant thereto, the Supreme Court issued Administrative Order No. 7[30], placing the municipalities of Imus, Dasmarinas and Kawit within the territorial jurisdiction of the RTC of Imus.[31] On the other hand, Section 2 of Act 3135 refers to the venue of an extra-judicial foreclosure sale.[32]

It is difficult to fathom how a general law such as B.P. Blg. 129 can repeal a special law like Act 3135. Aside from involving two entirely different legal concepts such as jurisdiction (B.P. Blg. 129) and venue (Section 2 of Act 3135),[33] this proposition goes against a basic rule in statutory construction that the enactment of a later legislation which is a general law cannot be construed to have repealed a special law.[34] Much less can the private respondent invoke Supreme Court administrative issuances[35] as having amended or repealed Section 2 of Act 3135. A statute is superior to an administrative issuance, and the former cannot be repealed or amended by the latter.[36]

Notwithstanding the foregoing, however, this Court finds the extra-judicial foreclosure sale held at the RTC of Imus to be valid and legal.

Well-known is the basic legal principle that venue is waivable. Failure of any party to object to the impropriety of venue is deemed a waiver of his right to do so. In the case at bar, we find that such waiver was exercised by the petitioner.

An extra-judicial foreclosure sale is an action in rem, and thus requires only notice by publication and posting to bind the parties interested in the foreclosed property. No personal notice is necessary. As such, the due publication and posting of the extra-judicial foreclosure sale of the Dasmarinas property binds the petitioner, and failure of the latter to object to the venue of the sale constitutes waiver.

In the testimony of the President of LANGKAAN, Alfredo Concepcion, the latter admitted that he was informed sometime in 1986 by GUIMARAS President Antonio Barredo about the foreclosure sale of the Dasmarinas property held on August 6, 1986, viz:

"COURT:

Q:

ATTORNEY CONCEPCION, YOU SAID THAT YOU CAME TO KNOW THAT THE PROPERTY OF YOUR CORPORATION WAS SOLD BY COCONUT PLANTERS BANK ONLY IN 1989?

A:

At or about the date when Atty. Loyola made that written offer to the bank.

Q:

IN THE YEAR 1989 OR PRIOR TO THAT DATE ...

ATTY. LOYOLA:

I think 1986, Your Honor.

COURT:

1986 WHEN HE LEARNED ABOUT THE SALE?

ATTY. LOYOLA:

Yes, Your Honor.

xxx xxx xxx

ATTY CATUBAY:

xxx xxx xxx

Q:

So you talked to Ex-Justice Barredo?

A:

I did.

Q:

And of course he informed you about the proposal that took place on August 6, 1986?

A:

He told me that he is aware.

Q:

And you were also aware of the Certificate of Sale executed by the Sheriff, isn't it? (sic)

A:

At that point there was a foreclosure sale and that it was the mortgagee bank that was the highest bidder.

Q:

After you were informed there was a foreclosure sale, you did not do anything about it, isn't it? (sic)

A:

Well, at that point when I was so informed, I did not take any step yet but on the first opportunity, I consulted Atty. Loyola.

Q:

And that was in 1986 also?

A:

1986, correct."^[37]

From 1986 to April 1989, despite knowledge of the foreclosure sale of their property, the President of petitioner LANGKAAN did not take any step to question the propriety of the venue of the sale. It was only on May 30, 1989 that the petitioner filed a Complaint for Annulment of the foreclosure sale, and only after its offer to repurchase the foreclosed property, the title to which had been consolidated in the name of private respondent UCPB, had been rejected by the bank.

In the letter denominated as "Offer to Reacquire by Langkaan Realty Development, Inc. Without Prejudice", petitioner LANGKAAN, through its counsel Atty. Franco L. Loyola, who is likewise the petitioner's counsel in this case, acknowledged that the title to the property "then registered" under the name of LANGKAAN has been consolidated under the name of UCPB, which was the highest bidder in the extra-judicial foreclosure sale conducted by the sheriff.^[38] Nowhere can it be found that the petitioner objected to or opposed the holding of the sale at the RTC of Imus. By neglecting to do so, petitioner LANGKAAN is deemed to have waived its right to object to the venue of the sale, and cannot belatedly raise its objection in this petition filed before us.

WHEREFORE, premises considered, the petition is hereby DENIED.

SO ORDERED.

Melo, (Chairman), Vitug, and Panganiban, JJ., concur.

[1]Rollo, p. 140.

[2]TSN dated September 4, 1991, p. 9.

[3]Article I, Real Estate Mortgage Contract, Exhibit "K" and "1", p. 38, Folder on Exhibits.

[4]Article IX, Ibid., p. 40.

[5]Rollo, p. 141.

[6]"An Act to Regulate the Sale of Property under Special Powers Inserted in or Annexed to Real-Estate Mortgages"; commonly known as the "Extra-judicial Foreclosure of Mortgage"

[7]Notice of Extra-judicial Sale, Exhibit "C" and Exhibit "4", pp. 47 to 48, Folder on Exhibits.

[8]Rollo, pp. 121 and 142.

[9]Certificate of Posting, Exhibit "J" and Exhibit "6", p. 35, Folder on Exhibits.

[10]"Offer to Reacquire By Langkaan Realty Development, Inc. Without Prejudice", Exhibit "G", p. 36, Folder on Exhibits; Petitioner's Memorandum, Rollo, p. 122.

[11]Letter by UCPB dated May 22, 1989, Exhibit "G-2" and "10", p. 10, loc. cit.

[12]Petitioner's Memorandum, Rollo, pp. 122-123.

[13]Sec. 4 of Rule 45 of the 1997 Revised Rules of Civil Procedure.

[14]Sps. Rodolfo Caoili and Imelda Caoili vs. Court of Appeals, 314 SCRA 353 (1999); J.R. Blanco vs. William Quasha, G.R. No. 133148, November 17, 1999.

This rule admits of several exceptions, to wit: "(a) where there is grave abuse of discretion; (b) when the finding is grounded entirely on speculations, surmises or conjectures; (c) when the inference made is manifestly-mistaken, absurd or impossible; (d) when the judgment of the Court of Appeals was based on a misapprehension of facts; (e) when the factual findings are conflicting; (f) when the Court of Appeals, in making its findings, went beyond the issues of the case and the same are contrary to the admissions of both appellant and appellee; (g) when the Court of Appeals manifestly overlooked certain relevant facts not disputed by the parties and which, if properly considered, would justify a different conclusion; and, (h) where the findings of fact of the Court of Appeals are contrary to those of the trial court, or are mere conclusions without citation of specific evidence, or where the facts set forth by the petitioner are not disputed by the respondent, or where the findings of fact of the Court of Appeals are premised on the absence of evidence and are contradicted by the evidence on record." [Aniceto Saludo, Jr., et. al. vs. Court of Appeals, 207 SCRA 498 (1992), at p. 506., citing the cases of Garcia vs. Court of Appeals, et. al., 33 SCRA 622 (1970); Sacay vs. Sandiganbayan, 142 SCRA 593 (1986); and Manlapaz vs. Court of Appeals, et. al., 147 SCRA 236 (1987)] However, none of these exceptions obtain in the case at bar.

[15]A question of law may be distinguished against a question of fact as follows: "xxx a question of law xxx involves a doubt or controversy on what the law is on a certain state of facts; and a question of fact, contrarily, is one in which there is a doubt or difference as to the truth or the falsehood of the alleged facts" [Aniceto Saludo, Jr., et. al. vs. Court of Appeals, supra., citing Pilar Development Corporation vs. Intermediate Appellate Court, 146 SCRA 215 (1986)]; or that "the query necessarily invites calibration of the whole evidence considering mainly the credibility of witnesses, existence and relevancy of specific surrounding circumstances, their relation to each other and to the whole and the probabilities of the situation." [Thomas Cheesman vs. Intermediate Appellate Court, 193 SCRA 93 (1991), at p. 101, citing Moran, Comments on the Rules, 1979 ed., p. 474, which further cited Lim v. Calaguas, 83 Phil. 796, 799, and Mackay Radio & Tel. Co. v. Rich, 28 SCRA 699, 705]

[16]Pastora Valmonte vs. Court of Appeals, 303 SCRA 278 (1999), at p. 286; Renato Cristobal vs. Court of Appeals, G.R. No. 124372, March 16, 2000, at p. 5, citing Sulit vs. Court of Appeals, 268 SCRA 441, 456 (1997).

[17]107 SCRA 126 (1981), at p. 129.

[18]J.R. Blanco vs. William Quasha, et. al., supra.

[19]RTC Imus, Branch 20, Decision dated March 26, 1996, at pp. 7 to 8.

[20]Ibid.

[21]Court of Appeals (Twelfth Division) Decision dated July 15, 1998, at pp. 4 to 6.

[22]Rodrigo Supena vs. Judge Rosalio G. de la Rosa, 267 SCRA 1 (1997), at p. 8.

[23]Article XX, Real Estate Mortgage, Exhibit "K-1", loc. cit.

[24]Supreme Court Administrative Order No. 7 (1983).

[25]Petitioner's Memorandum, Rollo, pp. 124 to 125.

[26]Private Respondent's Memorandum, Rollo, p. 39.

[27]Benjamin Dihiansan vs. Court of Appeals, 153 SCRA 712 (1987), at p. 717.

[28]Philippine Banking Corporation vs. Hon. Salvador Tensuan, 230 SCRA 413 (1994), at p. 420.

[29]Section 18 of B.P. Blg.129, as amended, provides:

"Sec. 18. Authority to define territory appurtenant to each branch.--The Supreme Court shall define the territory over which a branch of the Regional Trial Court shall exercise its authority. The territory thus defined shall be deemed to be the territorial area of the branch concerned for purposes of determining the venue of all suits, proceedings or actions, whether civil or criminal, as well as determining the Metropolitan Trial Courts, Municipal Trial Courts, and Municipal Circuit Trial Courts over which the said branch may exercise appellate jurisdiction. The power herein granted shall be exercised with a view to making the courts readily accessible to the people of the different parts of the region and making the attendance of litigants and witnesses as inexpensive as possible."

[30]Supreme Court Administrative Order No. 7 (1983) provides:

"xxx Pursuant to the provisions of Section 18 of B.P. Blg. 129, the Judiciary Reorganization Act of 1980, and Section 4 of Executive Order No. 864 of the President of the Philippines, dated January 17, 1983, the territorial areas of the Regional Trial Courts in Regions One to Twelve are hereby defined as follows:

xxx xxx xxx

FOURTH JUDICIAL REGION

xxx xxx xxx

CAVITE

xxx xxx xxx

5. Branches XX to XXII, inclusive, with seats at Imus -- comprising the municipalities of Imus, Dasmarinas and Kawit.

6. Branch XXIII, with seat at Trece Martires City -- comprising TRECE MARTIRES CITY and the municipalities of General Trias and Tanza.

xxx xxx xxx"

[31]Multiple Sala, Branches XX-XXII

[32]Rodrigo Supena vs. Judge Rosalio de la Rosa, supra., at p. 8.

[33]Although venue has sometimes been treated as jurisdictional in nature [Venue is procedural, not a jurisdictional matter, except that in criminal cases, venue goes into the territorial jurisdiction of the court. Florenz Regalado, Remedial Law Compendium, vol. 1 (1997), p. 6, citing Lopez vs. Paras, L-25795, October 29, 1966], and the concepts of jurisdiction and venue have a close relation that sometimes leads to confusion between them, the two concepts are distinct from each other. [20 Am Jur 2d, 374] "Jurisdiction" refers to "the authority by which courts and judicial officers take cognizance of and decide cases." [Black's Law Dictionary, Fifth Edition (1979), at

p. 766, citing Board of Trustees of Firemen's Relief and Pension Fund of City of Marietta v. Brooks, 179 Okl. 600, 67 P.2d 4, 6; State v. True, Me., 330 A.2d 787] It is the "power and authority of a court to hear and determine a judicial proceeding." [Ibid., citing In Re De Camillis' Estate, 66 Misc.2d 882, 322 N.Y.S.2d 551, 556] "The question of jurisdiction is always fundamental, and is a question of law, involving a determination by the court of its right to proceed with the litigation." [20 Am Jur 2d, p. 373] Territorial jurisdiction refers to the "geographical area within which [a court's] powers can be exercised." [F. Regalado, supra., p. 5] "Venue", on the other hand, "xxx deals with locality of suit, that is, with question of which court or courts, of those that possess adequate personal and subject matter jurisdiction may hear the specific suit in question." [Black's Law Dictionary, citing Japan Gas Lighter Association v. Ronson Corp., D.C.N.J., 257 F.Supp. 219, 224] Venue means the place where a case is to be tried. It is intended for the convenience of the parties, and not as a restriction to their access to courts. [Philippine Banking Corporation vs. Hon. Salvador Tensuan, supra., at p. 417. See also Uy vs. Contreras, 237 SCRA 167 (1994) at p. 178] "Although the right to object to the exercise of jurisdiction by a court on the ground that it lacks jurisdiction over the subject matter cannot be waived, a litigant's right as to a particular venue for trial can be waived, and a defect in venue can be cured by the consent of the parties." [20 Am Jur 2d, p. 374]

Former Supreme Court Justice, Hon. Florenz D. Regalado, enumerated the following distinctions between jurisdiction and venue: "(a) Jurisdiction is the authority to hear and determine a case; venue is a place where the case is to be heard or tried; (b) Jurisdiction is a matter of substantive law; venue, of procedural law; (c) Jurisdiction establishes a relation between the court and the subject matter; venue, a relation between plaintiff and defendant, or petitioner and respondent; and, (d) Jurisdiction is fixed by law and cannot be conferred by the parties; venue may be conferred by the act or agreement of the parties xxx" [F. Regalado, supra., p. 6.]

[34]Laguna Lake Development Authority vs. Court of Appeals, 251 SCRA 42 (1995), at p. 56.

[35]Supreme Court Administrative Order Nos. 7 (1983) and 3 (1984) known as the "Procedure in Extra-judicial Foreclosure of Mortgage", as amended by Supreme Court Administrative Circular No. 3-98.

[36]China Banking Corporation vs. Court of Appeals, 265 SCRA 327 (1996) at p. 343.

The Supreme Court explained in this case that "SC Administrative Order No. 3 is a mere directive for executive judges and clerks of courts, [i]n line with the responsibility of an Executive Judge, under Administrative Order No. 6, dated June 30, 1975, for the management of courts within his administrative area xxx" and cannot repeal or amend Act 3135. [Ibid., at p. 342.]

[37]TSN, September 4, 1991, pp. 22 to 25.

[38]Exhibit "G", p. 36, Folder on Exhibits.

ABOUT BATAS.ORG

Study smarter at BATAS.org

The Philippine bar review and law-school companion built around how your brain actually remembers.

The complete Philippine law library - free for everyone.

More than 100,000 Supreme Court decisions, Republic Acts, and executive issuances - full-text searchable, browsable by category and year, and always free. No paywall, no login. This PDF came from it.

Audio case-brief lectures.

Any decision becomes a podcast-style lecture - facts, issues, ruling, and doctrine - with read-along highlighting and a hands-free presentation mode. Study while commuting, working out, or resting your eyes.

Bar review built on the science of memory.

Complete, sequenced courses for all eight bar subjects, narrated like podcasts and reinforced with retrieval practice and spaced review - the study techniques with the strongest evidence behind them.

The full law-school curriculum.

One subscription unlocks the entire J.D. curriculum - every subject, every lesson, with your progress tracked down to the paragraph so you can pick up exactly where you left off, on any device.

Mock exams that tell you where you stand.

Timed multiple-choice exams graded instantly, with per-subject score breakdowns and focus suggestions that point you at your weakest topics first.

A study planner that keeps you on pace.

Set your schedule and BATAS tells you every day whether you are on track for bar day - and exactly which lesson to take next.

Start free at <https://batas.org>

The law library is free forever - and your first lesson is one click away.

The text of this document is an official public record and remains in the public domain. Formatting, presentation, and compilation © 2026 batas.org.

Downloaded free from the batas.org Law Library. Share it freely - the library is free for every law student, bar reviewee, and practitioner.