

GIL MIGUEL T. PUYAT, PETITIONER, VS. RON ZABARTE, RESPONDENT.

G.R. No. 141536. February 26, 2001

Ponente: PANGANIBAN, J.

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PANGANIBAN, J.:

Summary judgment in a litigation is resorted to if there is no genuine issue as to any material fact, other than the amount of damages. If this verity is evident from the pleadings and the supporting affidavits, depositions and admissions on file with the court, the moving party is entitled to such remedy as a matter of course.

The Case

Before us is a Petition for Review on Certiorari under Rule 45 of the Rules of Court, challenging the August 31, 1999 Decision[1] of the Court of Appeals (CA), which affirmed the Regional Trial Court (RTC) of Pasig City, Branch 67 in Civil Case No. 64107; and the January 20, 2000 CA Resolution[2] which denied reconsideration.

The assailed CA Decision disposed as follows:

"WHEREFORE, finding no error in the judgment appealed from, the same is AFFIRMED."[3]

The Facts

The facts of this case, as narrated by the Court of Appeals, are as follows:[4]

"It appears that on 24 January 1994, [Respondent] Ron Zabarte commenced [an action] to enforce the money judgment rendered by the Superior Court for the State of California, County of Contra Costa, U.S.A. On 18 March 1994, [petitioner] filed his Answer with the following special and affirmative defenses:

x x x x x x x x`8) The Superior Court for the State of California, County of Contra Costa[,] did not properly acquire jurisdiction over the subject matter of and over the persons involved in [C]ase #C21-00265.

`9) The Judgment on Stipulations for Entry in Judgment in Case #C21-00265 dated December 12, 1991 was obtained without the assistance of counsel for [petitioner] and without sufficient notice to him and therefore, was rendered in clear violation of [petitioner's] constitutional rights to substantial and procedural due process.

`10) The Judgment on Stipulation for Entry in Judgment in Case #C21-00265 dated December 12, 1991 was procured by means of fraud or collusion or undue influence and/or based on a clear mistake of fact and law.

`11) The Judgment on Stipulation for Entry in Judgment in Case #C21-00265 dated December 12, 1991 is contrary to the laws, public policy and canons of morality obtaining in the Philippines and the enforcement of such judgment in the Philippines would result in the unjust enrichment of [respondent] at the expense of [petitioner] in this case.

`12) The Judgment on Stipulation for Entry in Judgment in Case #C21-00265 dated December 12, 1991 is null and void and unenforceable in the Philippines.

`13) In the transaction, which is the subject matter in Case #C21-00265, [petitioner] is not in any way liable, in

fact and in law, to [respondent] in this case, as contained in [petitioner's] `Answer to Complaint' in Case #C21-00265 dated April 1, 1991, Annex `B' of [respondent's] `Complaint' dated December 6, 1993.

'14) [Respondent] is guilty of misrepresentation or falsification in the filing of his `Complaint' in this case dated December 6, 1993. Worse, [respondent] has no capacity to sue in the Philippines.

'15) Venue has been improperly laid in this case.'

(Record, pp. 42-44)

"On 1 August 1994, [respondent] filed a [M]otion for [S]ummary [J]udgment under Rule 34 of the Rules of Court alleging that the [A]nswer filed by [petitioner] failed to tender any genuine issue as to the material facts. In his [O]pposition to [respondent's] motion, [petitioner] demurred as follows:

`2) [Petitioner] begs to disagree[;] in support hereof, [he] wishes to mention that in his `Answer with Special and Affirmative Defenses' dated March 16, 1994 [petitioner] has interposed that the `Judgment on Stipulations for Entry in Judgment' is null and void, fraudulent, illegal and unenforceable, the same having been obtained by means of fraud, collusion, undue influence and/or clear mistake of fact and law. In addition, [he] has maintained that said `Judgment on Stipulations for Entry in Judgment' was obtained without the assistance of counsel for [petitioner] and without sufficient notice to him and therefore, was rendered in violation of his constitutional rights to substantial and procedural due process.'

"The [M]otion for [S]ummary [J]udgment was set for hearing on 12 August 1994 during which [respondent] marked and submitted in evidence the following:

Exhibit `A'

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x x x Judgment on Stipulation For Entry In Judgment of the Supreme Court of the State of California[,] County of Contra Costa[,] signed by Hon. Ellen James, Judge of the Superior Court.

Exhibit `B'

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x x x Certificate of Authentication of the [O]rder signed by the Hon. Ellen James, issued by the Consulate General of the Republic of the Philippines.

Exhibit `C'

-

[R]eturn of the [W]rit of [E]xecution (writ unsatisfied) issued by the sheriff/marshall, County of Santa Clara, State of California.

Exhibit `D'

-

[W]rit of [E]xecution

Exhibit `E'

-

[P]roof of [S]ervice of copies of [W]rit of [E]xecution, [N]otice of [L]evy, [M]emorandum of [G]arnishee, [E]xemptions from [E]nforcement of [J]udgment.

Exhibit `F'

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Certification issued by the Secretary of State, State of California that Stephen Weir is the duly elected, qualified and acting [c]ounty [c]lerk of the County of Contra Costa of the State of California.

Exhibit `G'

-

Certificate of [A]uthentication of the [W]rit of [E]xecution.

"On 6 April 1995, the court a quo issued an [O]rder granting [respondent's] [M]otion for [S]ummary [J]udgment [and] likewise granting [petitioner] ten (10) days to submit opposing affidavits, after which the case would be deemed submitted for resolution (Record, pp. 152-153). [Petitioner] filed a [M]otion for [R]econsideration of the aforesaid [O]rder and [respondent] filed [C]omment. On 30 June 1995, [petitioner] filed a [M]otion to [D]ismiss on the ground of lack of jurisdiction over the subject matter of the case and forum-non-conveniens (Record, pp. 166-170). In his [O]pposition to the [M]otion (Record, pp. 181-182) [respondent] contended that [petitioner could] no longer question the jurisdiction of the lower court on the ground that [the latter's] Answer had failed to raise the issue of jurisdiction. [Petitioner] countered by asserting in his Reply that jurisdiction [could] not be fixed by agreement of the parties. The lower court dismissed [his] [M]otion for [R]econsideration and [M]otion [to] [D]ismiss (Record, pp. 196-198), x x x."

The RTC[5] eventually rendered its February 21, 1997 Decision,[6] which disposed as follows:

"WHEREFORE, judgment is hereby rendered, ordering [petitioner] to pay [respondent] the following amounts:

"1.

The amount of U.S. dollars \$241,991.33, with the interest of legal rate from October 18, 1991, or its peso equivalent, pursuant to the [J]udgment of [S]tipulation for [E]ntry in [J]udgment dated December 19, 1991;

"2.

The amount of P30,000.00 as attorney's fees;

"3.

To pay the costs of suit.

"The claim for moral damages, not having been substantiated, it is hereby denied."[7]

Ruling of the Court of Appeals

Affirming the trial court, the Court of Appeals held that petitioner was estopped from assailing the judgment that had become final and had, in fact, been partially executed. The CA also ruled that summary judgment was proper, because petitioner had failed to tender any genuine issue of fact and was merely maneuvering to delay the full effects of the judgment.

Citing *Ingenohl v. Olsen*,[8] the CA also rejected petitioner's argument that the RTC should have dismissed the action for the enforcement of a foreign judgment, on the ground of forum non conveniens. It reasoned out that the recognition of the foreign judgment was based on comity, reciprocity and res judicata.

Hence, this Petition.[9]

Issue

In his Memorandum, petitioner submits this lone but all-embracing issue:

"Whether or not the Court of Appeals acted in a manner x x x contrary to law when it affirmed the Order of the trial court granting respondent's Motion for Summary Judgment and rendering judgment against the petitioner." [10]

In his discussion, petitioner contends that the CA erred in ruling in this wise:

- That his Answer failed to tender a genuine issue of fact regarding the following:

(a) the jurisdiction of a foreign court over the subject matter

(b) the validity of the foreign judgment

(c) the judgment's conformity to Philippine laws, public policy, canons of morality, and norms against unjust enrichment

- That the principle of forum non conveniens was inapplicable to the instant case.

This Court's Ruling

The Petition has no merit.

First Question:

Summary Judgment

Petitioner vehemently insists that summary judgment is inappropriate to resolve the case at bar, arguing that his Answer allegedly raised genuine and material factual matters which he should have been allowed to prove during trial.

On the other hand, respondent argues that the alleged "genuine issues of fact" raised by petitioner are mere conclusions of law, or "propositions arrived at not by any process of natural reasoning from a fact or a combination of facts stated but by the application of the artificial rules of law to the facts pleaded." [11]

The RTC granted respondent's Motion for Summary Judgment because petitioner, in his Answer, admitted the existence of the Judgment on Stipulation for Entry in Judgment. Besides, he had already paid \$5,000 to respondent, as provided in the foreign judgment sought to be enforced. [12] Hence, the trial court ruled that, there being no genuine issue as to any material fact, the case should properly be resolved through summary judgment. The CA affirmed this ruling.

We concur with the lower courts. Summary judgment is a procedural device for the prompt disposition of actions in which the pleadings raise only a legal issue, and not a genuine issue as to any material fact. By genuine issue is meant a question of fact that calls for the presentation of evidence. It should be distinguished from an issue that is sham, contrived, set in bad faith and patently unsubstantial. [13]

Summary judgment is resorted to in order to avoid long drawn out litigations and useless delays. When affidavits, depositions and admissions on file show that there are no genuine issues of fact to be tried, the Rules allow a party to pierce the allegations in the pleadings and to obtain immediate relief by way of summary judgment. In short, since the facts are not in dispute, the court is allowed to decide the case summarily by applying the law to the material facts.

Petitioner contends that by allowing summary judgment, the two courts a quo prevented him from presenting evidence to substantiate his claims. We do not agree. Summary judgment is based on facts directly proven by affidavits, depositions or admissions. [14] In this case, the CA and the RTC both merely ruled that trial was not

necessary to resolve the case. Additionally and correctly, the RTC specifically ordered petitioner to submit opposing affidavits to support his contentions that (1) the Judgment on Stipulation for Entry in Judgment was procured on the basis of fraud, collusion, undue influence, or a clear mistake of law or fact; and (2) that it was contrary to public policy or the canons of morality.[15]

Again, in its Order[16] dated November 29, 1995, the trial court clarified that the opposing affidavits were "for [petitioner] to spell out the facts or circumstances [that] would constitute lack of jurisdiction over the subject matter of and over the persons involved in Case No. C21-00265," and that would render the judgment therein null and void. In this light, petitioner's contention that he was not allowed to present evidence to substantiate his claims is clearly untenable.

For summary judgment to be valid, Rule 34, Section 3 of the Rules of Court, requires (a) that there must be no genuine issue as to any material fact, except for the amount of damages; and (b) that the party presenting the motion for summary judgment must be entitled to a judgment as a matter of law.[17] As mentioned earlier, petitioner admitted that a foreign judgment had been rendered against him and in favor of respondent, and that he had paid \$5,000 to the latter in partial compliance therewith. Hence, respondent, as the party presenting the Motion for Summary Judgment, was shown to be entitled to the judgment.

The CA made short shrift of the first requirement. To show that petitioner had raised no genuine issue, it relied instead on the finality of the foreign judgment which was, in fact, partially executed. Hence, we shall show in the following discussion how the defenses presented by petitioner failed to tender any genuine issue of fact, and why a full-blown trial was not necessary for the resolution of the issues.

Jurisdiction

Petitioner alleges that jurisdiction over Case No. C21-00265, which involved partnership interest, was vested in the Securities and Exchange Commission, not in the Superior Court of California, County of Contra Costa.

We disagree. In the absence of proof of California law on the jurisdiction of courts, we presume that such law, if any, is similar to Philippine law. We base this conclusion on the presumption of identity or similarity, also known as processual presumption.[18] The Complaint,[19] which respondent filed with the trial court, was for the enforcement of a foreign judgment. He alleged therein that the action of the foreign court was for the collection of a sum of money, breach of promissory notes, and damages.[20]

In our jurisdiction, such a case falls under the jurisdiction of civil courts, not of the Securities and Exchange Commission (SEC). The jurisdiction of the latter is exclusively over matters enumerated in Section 5, PD 902-A,[21] prior to its latest amendment. If the foreign court did not really have jurisdiction over the case, as petitioner claims, it would have been very easy for him to show this. Since jurisdiction is determined by the allegations in a complaint, he only had to submit a copy of the complaint filed with the foreign court. Clearly, this issue did not warrant trial.

Rights to Counsel and to Due Process

Petitioner contends that the foreign judgment, which was in the form of a Compromise Agreement, cannot be executed without the parties being assisted by their chosen lawyers. The reason for this, he points out, is to eliminate collusion, undue influence and/or improper exertion of ascendancy by one party over the other. He alleges that he discharged his counsel during the proceedings, because he felt that the latter was not properly attending to the case. The judge, however, did not allow him to secure the services of another counsel. Insisting that petitioner settle the case with respondent, the judge practically imposed the settlement agreement on him. In his Opposing Affidavit, petitioner states:

"It is true that I was initially represented by a counsel in the proceedings in #C21-00625. I discharged him because I then felt that he was not properly attending to my case or was not competent enough to represent my interest. I asked the Judge for time to secure another counsel but I was practically discouraged from engaging one as the Judge was insistent that I settle the case at once with the [respondent]. Being a foreigner and not a lawyer at that I did not know what to do. I felt helpless and the Judge and [respondent's] lawyer were the ones telling me what to do. Under ordinary circumstances, their directives should have been taken with a grain of salt especially so [since respondent's] counsel, who was telling me what to do, had an interest adverse to mine. But [because] time constraints and undue influence exerted by the Judge and [respondent's] counsel on me disturbed and seriously affected my freedom to act according to my best judgment and belief. In point of fact, the terms of the settlement were practically imposed on me by the Judge seconded all the time by [respondent's] counsel. I was then helpless as I had no counsel to assist me and the collusion between the Judge and [respondent's] counsel was becoming more evident by the way I was treated in the Superior Court of [t]he State of California. I signed the 'Judgment on Stipulation for Entry in Judgment' without any lawyer assisting me at the time and without being fully aware of its terms and stipulations." [22]

The manifestation of petitioner that the judge and the counsel for the opposing party had pressured him would gain credibility only if he had not been given sufficient time to engage the services of a new lawyer. Respondent's Affidavit [23] dated May 23, 1994, clarified, however, that petitioner had sufficient time, but he failed to retain a counsel. Having dismissed his lawyer as early as June 19, 1991, petitioner directly handled his own defense and negotiated a settlement with respondent and his counsel in December 1991. Respondent also stated that petitioner, ignoring the judge's reminder of the importance of having a lawyer, argued that "he would be the one to settle the case and pay" anyway. Eventually, the Compromise Agreement was presented in court and signed before Judge Ellen James on January 3, 1992. Hence, petitioner's rights to counsel and to due process were not violated.

Unjust Enrichment

Petitioner avers that the Compromise Agreement violated the norm against unjust enrichment because the judge made him shoulder all the liabilities in the case, even if there were two other defendants, G.S.P & Sons, Inc. and the Genesis Group.

We cannot exonerate petitioner from his obligation under the foreign judgment, even if there are other defendants who are not being held liable together with him. First, the foreign judgment itself does not mention these other defendants, their participation or their liability to respondent. Second, petitioner's undated Opposing Affidavit states: "[A]lthough myself and these entities were initially represented by Atty. Lawrence L. Severson of the Law Firm Kouns, Quinlivan & Severson, x x x I discharged x x x said lawyer. Subsequently, I assumed the representation for myself and these firms and this was allowed by the Superior Court of the State of California without any authorization from G.G.P. & Sons, Inc. and the Genesis Group." [24] Clearly, it was petitioner who chose to represent the other defendants; hence, he cannot now be allowed to impugn a decision based on this ground.

In any event, contrary to petitioner's contention, unjust enrichment or *solutio indebiti* does not apply to this case. This doctrine contemplates payment when there is no duty to pay, and the person who receives the payment has no right to receive it. [25] In this case, petitioner merely argues that the other two defendants whom he represented were liable together with him. This is not a case of unjust enrichment.

We do not see, either, how the foreign judgment could be contrary to law, morals, public policy or the canons of morality obtaining in the country. Petitioner owed money, and the judgment required him to pay it. That is the long and the short of this case.

In addition, the maneuverings of petitioner before the trial court reinforce our belief that his claims are unfounded.

Instead of filing opposing affidavits to support his affirmative defenses, he filed a Motion for Reconsideration of the Order allowing summary judgment, as well as a Motion to Dismiss the action on the ground of forum non conveniens. His opposing affidavits were filed only after the Order of November 29, 1995 had denied both Motions.[26] Such actuation was considered by the trial court as a dilatory ploy which justified the resolution of the action by summary judgment. According to the CA, petitioner's allegations sought to delay the full effects of the judgment; hence, summary judgment was proper. On this point, we concur with both courts.

Second Question:

Forum Non Conveniens

Petitioner argues that the RTC should have refused to entertain the Complaint for enforcement of the foreign judgment on the principle of forum non conveniens. He claims that the trial court had no jurisdiction, because the case involved partnership interest, and there was difficulty in ascertaining the applicable law in California. All the aspects of the transaction took place in a foreign country, and respondent is not even Filipino.

We disagree. Under the principle of forum non conveniens, even if the exercise of jurisdiction is authorized by law, courts may nonetheless refuse to entertain a case for any of the following practical reasons:

- "1) The belief that the matter can be better tried and decided elsewhere, either because the main aspects of the case transpired in a foreign jurisdiction or the material witnesses have their residence there;
- 2) The belief that the non-resident plaintiff sought the forum[,] a practice known as forum shopping[,] merely to secure procedural advantages or to convey or harass the defendant;
- 3) The unwillingness to extend local judicial facilities to non-residents or aliens when the docket may already be overcrowded;
- 4) The inadequacy of the local judicial machinery for effectuating the right sought to be maintained; and
- 5) The difficulty of ascertaining foreign law." [27]

None of the aforementioned reasons barred the RTC from exercising its jurisdiction. In the present action, there was no more need for material witnesses, no forum shopping or harassment of petitioner, no inadequacy in the local machinery to enforce the foreign judgment, and no question raised as to the application of any foreign law.

Authorities agree that the issue of whether a suit should be entertained or dismissed on the basis of the above-mentioned principle depends largely upon the facts of each case and on the sound discretion of the trial court.[28] Since the present action lodged in the RTC was for the enforcement of a foreign judgment, there was no need to ascertain the rights and the obligations of the parties based on foreign laws or contracts. The parties needed only to perform their obligations under the Compromise Agreement they had entered into.

Under Section 48, Rule 39 of the 1997 Rules of Civil Procedure, a judgment in an action in personam rendered by a foreign tribunal clothed with jurisdiction is presumptive evidence of a right as between the parties and their successors-in-interest by a subsequent title.[29]

Also, under Section 5(n) of Rule 131, a court -- whether in the Philippines or elsewhere -- enjoys the presumption that it is acting in the lawful exercise of its jurisdiction, and that it is regularly performing its official duty.[30] Its judgment may, however, be assailed if there is evidence of want of jurisdiction, want of notice to the party, collusion, fraud or clear mistake of law or fact. But precisely, this possibility signals the need for a local trial court to exercise jurisdiction. Clearly, the application of forum non conveniens is not called for.

The grounds relied upon by petitioner are contradictory. On the one hand, he insists that the RTC take jurisdiction over the enforcement case in order to invalidate the foreign judgment; yet, he avers that the trial court should not

exercise jurisdiction over the same case on the basis of forum non conveniens. Not only do these defenses weaken each other, but they bolster the finding of the lower courts that he was merely maneuvering to avoid or delay payment of his obligation.

WHEREFORE, the Petition is hereby DENIED and the assailed Decision and Resolution AFFIRMED. Double costs against petitioner.

SO ORDERED.

Melo, (Chairman), Vitug, Gonzaga-Reyes, and Sandoval-Gutierrez, JJ., concur.

[1] Penned by Justice Portia Aliño-Hormachuelos with the concurrence of Justices Buenaventura J. Guerrero, Division chairman; and Remedios A. Salazar-Fernando, member. Rollo, pp. 27-37.

[2] Rollo, p. 26.

[3] Rollo, p. 37.

[4] CA Decision, pp. 2- 9; pp. 28-35.

[5] Presided by Judge Apolinario B. Santos.

[6] Rollo, pp. 115-117.

[7] RTC Decision, p. 3; rollo, p. 117.

[8] 47 Phil. 189, 239-240, January 12, 1925

[9] This case was deemed submitted for decision upon the receipt by this Court of the Memorandum for the Respondent on September 15, 2000. It was signed by Attys. Henry S. Rojas and Dominic V. Isberto of Catindig Tiongco & Nibungco. The Memorandum for the Petitioner, signed by Atty. Gelacio C. Mamaril of Mamaril Arca & Associates, had been received earlier, on August 24, 2000.

[10] Rollo, p. 181.

[11] Respondent's Memorandum, p. 13; rollo, p. 200, citing *Syquian v. People*, 171 SCRA 223, 231, March 13, 1989.

[12] Rollo, pp. 62-63.

[13] *Paz v. Court of Appeals*, 181 SCRA 26, 30, January 11, 1990; *Diman v. Lacalle*, 299 SCRA 459, 476, November 27, 1998; and *Mallilin Jr. v. Castillo*, GR. No. 136803, p. 8, June 16, 2000.

[14] *Diman v. Alumbres*, supra; *Army & Navy Club of Manila, Inc. v. Court of Appeals*, 271 SCRA 36, 49, April 8, 1997; *Northwest Airlines, Inc. v. Court of Appeals*, 284 SCRA 408, 417, January 20, 1998.

[15] Order dated April 6, 1995 of Judge Danilo B. Pine; rollo, pp. 60-61.

[16] Annex "L"; rollo, pp. 89-91.

[17] "SEC. 3. Motion and proceedings thereon.--x x x After the hearing, the judgment sought shall be rendered forthwith if the pleadings, supporting affidavits, depositions, and admissions on file, show that, except as to the amount of damages, there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law."

[18] *Asiavest Limited v. Court of Appeals*, 296 SCRA 539, 552, September 25, 1998.

[19] Par. 3, Complaint (Annex "B"); rollo, p. 38.

[20] Par. 3, Complaint dated December 6, 1993; rollo, p. 38.

[21] "SEC. 5. In addition to the regulatory and adjudicative functions of the Securities and Exchange Commission over corporations, partnerships and other forms of associations registered with it as expressly granted under existing laws and decrees, it shall have original and exclusive jurisdiction to hear and decide cases involving

(a) Devices or schemes employed by, or any acts of, the board of directors, business associates, its officers or partners, amounting to fraud and misrepresentation which may be detrimental to the interest of the public and/or of the stockholders, partners, members of associations or organizations registered with the Commission

(b) Controversies arising out of intra-corporate or partnership relations, between and among stockholders, members, or associates; between any or all of them and the corporation, partnership or association of which they are stockholders, members or associates, respectively; and between such corporation, partnership or association and the state insofar as it concerns their individual franchise or right to exist as such entity

(c) Controversies in the election or appointments of directors, trustees, officers or managers of such corporations, partnerships or associations

(d) Petitions of corporations, partnerships or associations to be declared in the state of suspension of payments in cases where the corporation, partnership or association possesses sufficient property to cover all its debts but foresees the impossibility of meeting them when they respectively fall due or in cases where the corporation, partnership or association has no sufficient assets to cover its liabilities, but is under the management of a Rehabilitation Receiver or Management Committee created pursuant to this Decree." (Pres. Decree No. 902-A, as amended)

See also Justice Jose C. Vitug, *Pandect of Commercial Laws and Jurisprudence*, rev. ed., pp. 425-427; *Sunset View Condominium Corporation v. Campos*, 104 SCRA 295, 303, April 27, 1981; and *Union Glass v. Securities & Exchange Commission*, 126 SCRA 31, 38, November 28, 1983.

[22] Rollo, pp. 99-100.

[23] *Ibid.*, pp. 55-56.

[24] Rollo, p. 250.

[25] *Power Commercial & Industrial Corporation v. Court of Appeals*, 274 SCRA 597, 612-613, June 20, 1997.

[26] Petitioner's Affidavit was filed together with his Second Motion for Reconsideration on September 23, 1999. Rollo, pp. 92-102.

[27] Jovito R. Salonga, *Private International Law*, 1979 ed., p. 47.

[28] *Ibid.*, p. 49; *Philsec Investment Corporation v. Court of Appeals*, 274 SCRA 102, 113, June 19, 1997; *K.K. Shell Sekiyu Osaka Hatsubaisho v. Court of Appeals*, 188 SCRA 145, 153, July 30, 1990; and *Hongkong and Shanghai Banking Corp. v. Sherban*, 176 SCRA 331, 339, August 11, 1989.

[29] "SEC. 48. Effects of foreign judgments or final orders.--The effect of a judgment or final order of a tribunal of a foreign country, having jurisdiction to render the judgment or final order, is as follows:

(a) In case of a judgment or final order upon a specific thing, the judgment or final order is conclusive upon the title to the thing; and

(b) In case of a judgment or final order against a person, the judgment or final order is presumptive evidence of a right as between the parties and their successors in interest by a subsequent title.

In either case, the judgment or final order may be repealed by evidence of a want of jurisdiction, want of notice to the party, collusion, fraud, or clear mistake of law or fact."

[30] Oil & Natural Gas Commission v. Court of Appeals, 293 SCRA 26, 47-48, July 23, 1998. Section 5 (n) of Rule 131 provides: "SEC. 5. Disputable presumptions.--The following presumptions are satisfactory if uncontradicted, but may be contradicted and overcome by other evidence:

x x x x x x x x

"(n) That a court, or judge acting as such, whether in the Philippines or elsewhere, was acting in the lawful exercise of his jurisdiction;

x x x x x x x x."

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