ARACLEO ERASUSTA, JR., GONZALO ERASUSTA AND FAUSTINO ERASUSTA, IN SUBSTITUTION OF THEIR MOTHER LUCENA DE LOS REYES, PETITIONERS, VS. COURT OF APPEALS, PACIFIC BANKING CORPORATIO...

G.R. NO. 149231. July 17, 2006

Ponente: GARCIA, J.

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GARCIA, J.:

By this petition for review on certiorari petitioners seek to nullify and set aside the Decision[1] dated April 30, 2001 and Resolution[2] dated July 27, 2001 of the Court of Appeals in CA-G.R. CV No. 60752.

The first assailed issuance reversed an earlier decision[3] dated January 23, 1986 and Order[4] dated August 9, 1996 of the Regional Trial Court at Manila, Branch 34 in Civil Case No. 95800, an action for Recovery of Ownership with Damages, filed by respondents Amparo J. Amorin and children (Amorins) against Lucena De Los Reyes (De Los Reyes) petitioners' mother and predecessor-in-interest and respondent Pacific Banking Corporation (Bank). The second assailed issuance, on the other hand, denied reconsideration of the first.

Subject of controversy are two lots located at Maria Luisa Street, Sampaloc, Manila. These lots, Lot 19-A and Lot 19-C formed part of the Prieto Estate owned by the late Antonio Prieto, Sr. (Prieto). The Prieto Estate was subdivided into separate lots and sold to tenants on installment basis. De Los Reyes is among the tenants who purchased lots from Prieto. Under a Contract of Sale on Installment dated September 30, 1959, Delos Reyes purchased Lot 19-C. Again on December 13, 1960 the same parties entered into a similar contract over Lot 19-A. The two contracts did not contain a technical description of the lots but on each lot are existing structures with corresponding addresses, the house in Lot 19- C bears the address 933 Maria Luisa St., and the house in Lot 19-A is addressed 925 Maria Luisa St.

On January 30, 1968, De Los Reyes transferred her rights over Lot 19-C to Fortunato A. Amorin, the late husband of respondent Amparo J. Amorin. The following dayJanuary 31, 1968, Prieto the subdivision owner, executed a deed of sale in favor of Fortunato and by virtue thereof, Transfer Certificate of Title No. 91454/T-732 was issued in the name of Fortunato. The Amorins took possession of the house located at 933 Maria Luisa St. and erected their residential house thereon. After the death of Fortunato, his wife, Amparo J. Amorin and their children, herein respondents executed an Extrajudicial Partition and on January 20, 1969, TCT No. 95422 was issued in their names.

Sometime in September 1973, a representative from respondent Bank went to the Amorins' house at 933 Maria Luisa St., informing them that their property had been mortgaged to and foreclosed by respondent Bank. In 1974, respondent Bank sent a formal demand for the Amorins to vacate the premises insisting that the Amorins are occupying Lot 19-A and that it is now the owner of the lot.

As it turned out De Los Reyes was deceived by a certain Benjamin Valenzuela (Valenzuela) to whom she

entrusted the documents evidencing her rights over Lot 19-A, Lots 11, and Lot 34-D, on Valenzuela's representation that he would assist De Los Reyes in transferring the titles to said properties to her three (3) children. Unfortunately, Valenzuela fraudulently transferred the rights over the lots to his name. The subdivision owner, Prieto, unaware of the fraud and forged instrument, executed a deed of sale over the said properties in favor of Valenzuela who eventually secured transfer certificates of title in his name (TCT No. 73596 over Lot 34-D; TCT No. 73955 over Lot 19-A; and 74018 over Lot 11). Thereafter, Valenzuela mortgaged the aforesaid real estates to respondent Bank.

Upon discovery of the fraud perpetrated by Valenzuela, De Los Reyes filed two criminal complaints for estafa thru falsification of public documents against Valenzuela. The cases were docketed as Criminal Cases No. 15922 and 15923 at the Court of First Instance of Manila, Branch IV and Branch VII respectively. Valenzuela was convicted in both cases. His conviction in Criminal Case No. 15922 was affirmed by the Court of Appeals in CA-G.R. No. 19147-CR.[5]

On July 31, 1970, respondent Bank foreclosed on Valenzuela's real estate mortgages. Lot 11, Lot 19-A and Lot 34-D were sold at public auction to respondent Bank as the highest bidder. In time the respondent Bank consolidated its ownership over the properties and was issued new transfer certificates of title (TCT No. 105544 for Lot 19-A; TCT No. 105545 for Lot 34-D; and TCT No. 105546 for Lot 11).

Meanwhile, respondent Amparo J. Amorin confronted De Los Reyes regarding the Bank's eviction notices but the latter maintained that the Bank was just mistaken as Lot 19-A, and not Lot 19-C, was actually the one it foreclosed. Not satisfied with the explanation, Amparo checked the records at the office of the subdivision owner and with the Land Registration Commission LRC. The records of the LRC confirmed the mix-up in the designation of Lot 19-C and Lot 19-A. It turned out that Lot 19-C was in fact the one located at 925 Maria Luisa St., and Lot 19-A, was the one located at 933 Maria Luisa St.

Bewildered and desperate, Amparo Amorin demanded that De Los Reyes and the latter's tenants surrender and vacate 925 Maria Luisa St. which is actually Lot 19-C, but De Los Reyes refused. De Los Reyes insisted that the lot being occupied by the Amorins at 933 Maria Luisa St. is Lot 19-C. In May 1974, the Bank reiterated its formal demand for the Amorins to surrender and vacate Lot 19-A, 933 Maria Luisa St. within thirty (30) days from receipt of the letter. The Amorins had earlier filed ejectment suits against De Los Reyes and her tenants at 925 Maria Luisa St., docketed as Civil Case Nos. 91794 and 91795 with the CFI of Manila, Branch XXII but the complaints were dismissed in a decision dated February 28, 1974.

Finally, the Amorins were compelled to file an action for Recovery of Ownership with Damages against De Los Reyes, the latter's tenants Eladia R. Buhay, spouses Jose and Asuncion Mendoza, Alfredo Ramos and the respondent Bank at the former Court of First Instance of Manila, Branch 1, now, Manila Regional Trial Court, Branch 34. In the same proceedings De Los Reyes filed a cross-claim against the respondent Bank and a motion for third-party complaint against Prieto.

In her cross-claim,[6] De Los Reyes asked the trial court to declare as null and void 1) the deed of real estate mortgage and deed of absolute sale covering Lot 11, 2) deed of transfer and/or assignment of Lots 19-A and 34-D, 3) the transfer certificate of titles issued to Valenzuela TCT No. 74049 over Lot 11, TCT No. 73955 over Lot 19-A, TCT No. 73956 over Lot 34-D, 4) the transfer certificate of title issued to respondent Bank TCT No. 105546 over Lot 11, TCT No. 105545 over Lot 34-D and TCT No. 105541 over Lot 19-A.

As third-party plaintiff, De Los Reyes prayed for a judgment ordering Prieto, the subdivision owner, to correct Subdivision Plan (LRC) Psd-8216 to conform to his representations and those of his employees that Lot 19-C is that on which house No. 933 stands and that Lot 19-A is that lot on which house No. 925 stands, and thereafter

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order the corresponding titles and deeds of absolute sale on the subject properties.

On January 23, 1986, the trial court rendered a Decision[7] ordering the cancellation of the titles issued to respondent Bank, the correction of the titles of the Amorins by the Register of Deeds to correspond to the master plan of the LRC and the correction of the subdivision plan pertaining to the property of the Amorins to correspond to the master plan of the LRC. The decretal portion of the decision is hereunder quoted:

> Premises considered, this Court hereby orders the cancellation of the title of defendant Pacific Bank No. TCT-105544 for being obtained from a fraudulent source. Ordering the Register of Deeds of Manila to correct the title of plaintiff TCT-95442 to correspond to the subdivision plan of the Land Registration Commission as Lot 19-A; ordering third-party Antonio Prieto to correct its plan to the lot in question in accordance with the master plan of the Land Registration; ordering third-party Antonio Prieto to pay plaintiffs the sum of P5,000.00 as attorney's fees and costs. Let the case as against defendants Jose and Anunciacion Mendoza and Alfredo Ramos be dismissed. Claims and other counter-claims against each other by the parties are hereby dismissed.
>
> SO ORDERED.

De Los Reyes filed a Motion for Modification of Decision alleging that in order to conform with the findings of the trial court that the titles of the forger Valenzuela over Lots 11, 34-D and 19-A are null and void, the titles secured by the latter, namely TCT Nos. 74048, 73955 and 73956 should be ordered cancelled and as a consequence, TCT Nos. 105546, 105545 and 105544 in the name of respondent Bank must likewise be ordered cancelled. Additionally, De Los Reyes also prayed for the corresponding correction of the technical description of Lot 19-A to correspond to the technical description of Lot 19-C of the subdivision plan (LRC) Psd-8216 since in the dispositive part of the court's decision, the correction of the title of the Amorins to Lot 19-C was ordered to correspond to the technical description of Lot 19-A,.

In the Order[8] dated August 9, 1996 the trial court modified its earlier decision by 1) ordering the cancellation of respondent Bank's TCT No. 105546 (Lot 11) TCT No. 105545 (Lot 34-B) and Benjamin Valenzuela's TCT No. 74048 (Lot 11) TCT No. 73955 (Lot 19-A) and TCT No. 73956 for having been obtained from fraudulent source and 2) ordering the Register of Deeds to interchange the technical descriptions of the subject lots:

> WHEREFORE, in order that the dispositive portion may conform to the findings of the Court, the dispositive portion of the decision dated January 23, 1986 is hereby modified as follows:
>
> 1. Ordering the cancellation of defendant Pacific Bank's Title over TCT No. 105546 (Lot 11) TCT No. 105545 (Lot 34-B) and Benjamin Valenzuela's title over TCT No. 74048 (Lot 11) TCT No. 73955 (Lot 19-A) and TCT No. 73956 all having been obtained from fraudulent source.
>
> 2. This Court further orders the Register of Deeds to intercharge [sic] the Technical Description of Lot 19-A and 19-C so that the technical description of Lot 19-C will become that of 19-A and that of 19-A should become 19-C all of the subdivision plan of the Land Registration Commission psd 8216.
>
> Let copy of this Order be furnished all the parties for their guidance and compliance.
>
> SO ORDERED.

Respondent Bank and De Los Reyes interposed separate appeals to the Court of Appeals (CA) whereat the case was docketed as CA-G.R. CV No. 60752.

De Los Reyes lamented the trial court's failure to order the cancellation of respondent Bank's TCT No. 105544 (Lot 19-A) in its August 9, 1996 Order despite the fact that such was previously contained in the trial court's January 23, 1986 decision.

For its part, respondent Bank argued that the trial court erred, in ordering the cancellation of its TCTs No. 105545 Lot 34-D and 105546 Lot 11 despite the fact that the forger Valenzuela, the previous registered owner from whom it acquired the properties was not impleaded as an indispensable party in the case; and in allowing De Los Reyes to collaterally attack the validity of said TCTs in the suit filed by the Amorins, notwithstanding that the said properties were not involved in the complaint.

During the pendency of the Appeal in the CA, De Los Reyes died and was substituted by her sons Aracleo, Jr., Gonzalo and Faustino, all surnamed Erasusta, herein petitioners.

On April 30, 2001, the CA rendered the herein challenged decision reversing the decision of the trial court, granting the respondent Bank's appeal and dismissing that of De Los Reyes:

> WHEREFORE, premises considered, the appeal by defendant Pacific Banking Corporation is hereby GRANTED and that of defendant Lucena De Los Reyes is hereby DISMISSED. The Decision dated January 23, 1986 as well as the Order dated August 9, 1996 of the trial court in Civil Case No. 95800 are both hereby REVERSED and SET ASIDE and a new judgment is hereby rendered as follows:
>
> 1) The complaint as against defendant-appellant Pacific Banking Corporation is hereby DISMISSED and TCT Nos. 105544 over Lot 19-A, 105546 over Lot 11 and 105545 over Lot 34-D in the name of Pacific Banking Corporation are hereby declared valid and subsisting;
>
> 2) Defendant-appellant Lucena De Los Reyes is hereby ordered to execute the necessary deed of transfer of rights over Lot No. 19-C located at No. 925 Maria Luisa St. and to surrender possession thereof to plaintiffs-appellees. Third-party defendant Antonio Prieto is hereby ordered to execute the Deed of Sale over said property in favor of plaintiffs-appellees;
>
> 3) Third-party defendant Antonio Prieto is hereby ordered to pay to plaintiffs-appellees and defendant-appellant Lucena De Los Reyes the sum of P10,000.00 each as and for attorney's fees, and costs of suit; and
>
> 4) The cross-claim of defendant-appellant Lucena De Los Reyes against defendant-appellant Pacific Banking Corporation is hereby dismissed. The counterclaim of defendant-appellant Pacific Banking Corporation is likewise dismissed.
>
> No pronouncement as to costs.
>
> SO ORDERED.[9]

Aggrieved, petitioners come to this Court via the present recourse principally contending that the CA committed reversible error when it declared respondent Bank an innocent purchaser for value entitled to the protection of the law with a better right over lot 19-A located at 933 Maria Luisa st. than petitioners and the Amorins

We find merit in the petition.

Consistently, this Court has ruled that every person dealing with registered land may safely rely on the correctness of the certificate of title issued therefor and the law will in no way oblige him to go beyond the certificate to determine the condition of the property. A person is charged with notice only of such burdens and claims as are annotated on the title. Thus, where there is nothing in the certificate of title to indicate any cloud or vice in the ownership of the property, or any encumbrance thereon, the purchaser is not required to explore further than what the Torrens Title upon its face indicates in quest for any hidden defects or inchoate right that may subsequently defeat his right thereto.[10] The CA anchored its decision on these precepts.

The CA disagreed with the RTC's conclusion that the respondent Bank was not a bona fide purchaser or

mortgagee for value, as the case may be, of the subject property, based on circumstances which we now proceed to review. It is settled that this Court has to inquire into questions of fact if the courts below have conflicting findings.[11]

Of course it is beyond cavil that the fraudulent registration of the property in the forger Valenzuela's name using the forged deed of sale is not sufficient to vest title to the property in him. Settled is the rule that a certificate is not conclusive evidence of title;[12] registration does not vest title, it is merely evidence of such title over a particular property.[13] Certificates of title merely confirm or record title already existing and vested. They cannot be used to protect a usurper from the true owner, nor can they be used as a shield for the commission of fraud, nor to permit one to enrich himself at the expense of others.[14] The Torrens system has never been recognized as a mode of acquiring ownership.[15]

While, it is a familiar doctrine that a forged or fraudulent document may become the root of a valid title,[16] if the property has already been transferred from the name of the owner to that of the forger, the same is not true. This doctrine serves to emphasize that a person who deals with registered property in good faith will acquire good title from a forger and be absolutely protected by a Torrens title. In the final analysis, the resolution of this case depends on whether the respondent Bank is a purchaser in good faith.

It is a matter of judicial notice that a banking institution, before approving a loan, sends its representative to the premises of the land offered as collateral and investigates who are the true owners and possessors thereof.

Here, respondent Bank did not make any investigation of the premises at all. As established in the trial court an employee of respondent Bank by the name of Jesus Ortega was a close friend of Valenzuela[17]. In fact it was never disputed that no officer or employee of the respondent Bank inspected the premises before the mortgage of the subject realties were executed.

To be sure, neither the mortgagor nor seller was in possession of the lands mortgaged or sold to respondent Bank. This should have aroused suspicion on the part of respondent Bank. However, contrary to standard practice of banks, respondent Bank did not conduct any on-the-spot investigation, manifestly showing its gross negligence.

It cannot be overemphasized that respondent Bank, being in the business of extending loans secured by real estate mortgage, is familiar with rules on land registration. As such, it was, as here, expected to exercise more care and prudence than private individuals in their dealing with registered lands. Accordingly, given inter alia the suspicion-provoking presence of occupants other than the owner on the land to be mortgaged, it behooved respondent Bank to conduct a more exhaustive investigation on the history of the mortgagor's title. That respondent Bank accepted in mortgage the property in question notwithstanding the existence of structures on the property and which were in actual, visible and public possession of a person other than the mortgagor, constitutes gross negligence amounting to bad faith.

Verily, in the two criminal cases filed against Valenzuela, and the trial court found that Valenzuela never took possession of the premises, and it was De Los Reyes, who has been in continuous possession of the subject lots. In Criminal Cases Nos. 15922 it was found:

> That the assignment by complainant of whatever rights he may have over the two lots in question to the herein accused is fictitious emanating from a falsified signature, becomes more convincing form the very admission of the accused himself that he had never taken possession of said property, exercised any act of ownership and possession over the same, nor shouldered the corresponding liability and obligation as owner thereof, as in fact, he had not paid even a single centavo by way of taxes for the said property.[18]

While in Criminal Case No. 15923 the trial court held:

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> Although already technically deprived of their property, complainants, however, never parted with their possession thereof, thru their two tenants, until the present, and likewise, they continued to pay real estate taxes therefor.
>
> That the real estate mortgage embodied in Exhibit "A", and the deed of sale in Exhibit "C", both in favor of Benjamin Valenzuela, are forgeries are well established not only by the declarations of complainants that they never executed nor signed them, nor received the purported considerations therefor, but also by the circumstances that Benjamin Valenzuela never took possession of the lot, never paid taxes thereon, nor exercised any act indicative of ownership thereof other than to mortgage the same successively to the three banks aforementioned.[19]

In Gatioan vs. Gaffud, [20] this Court held that it is a matter of judicial notice that before a bank grants a loan on the security of land, it first undertakes a careful examination of the title of the applicant as well as a physical and on-the-spot investigation of the land itself offered as security. Undoubtedly, had herein respondent Bank taken such a step which is demanded by the most ordinary prudence it would have easily discovered the flaw in the title of Valenzuela; and if it did not conduct such examination and investigation, it must be held to be guilty of gross negligence in granting him the loans secured by the lots in question. In either case, respondent Bank cannot be considered as a mortgagee in good faith within the contemplation of the law.

Significantly, there are matters of record that should have put the respondent Bank upon inquiry and investigation as to the possible defects of the title of Valenzuela. The Deed of Assignment over Lot Nos. 19-A and 34-D purportedly executed by De Los Reyes in favor of Valenzuela shows that only the second page of the two-page document was signed and only one attesting witness was present.[21]

These facts should have put respondent Bank upon inquiry and investigation. Regrettably no such investigation of the premises in question was done before the Bank granted the loans to Valenzuela with the lots in question as collaterals.

In the absence of such inquiry, the respondent Bank cannot and should not be regarded as a mortgagee/purchaser in good faith.

In Republic v. De Guzman,[22] the Court declared that a buyer who fails to investigate or inquire concerning the rights of those in actual possession of the property being mortgaged or sold, can hardly be regarded as a buyer in good faith.

In the case of Cruz v. Bancom Finance Corporation,[23] which is akin to this case the Court had this to say:

> Respondents claims that, being an innocent mortgagee, it should not be required to conduct an exhaustive investigation on the history of the mortgagor's title before it could extend a loan.
>
> Respondent, however, is not an ordinary mortgagee; it is a mortgagee-bank. As such, unlike private individuals, it is expected to exercise greater care and prudence in its dealings, including those involving registered lands. A banking institution is expected to exercise due diligence before entering into a mortgage contract. The ascertainment of the status or condition of a property offered to it as security for a loan must be a standard and indispensable part of its operations.

Respondent Bank contends that its titles over Lot 11, Lot 19-A and Lot 34-D cannot be collaterally attacked. The concept of non-collateral attack of title is based on Sec. 48 P.D. 1529,[24] which provides:

> Certificate not Subject to Collateral attack. - A certificate of title shall not be subject to collateral attack. It cannot be altered, modified, or cancelled except in a direct proceeding in accordance with law.

What cannot be collaterally attacked is the certificate of title and not the title. The certificate referred to is that

document issued by the Register of Deeds known as the Transfer Certificate of Title (TCT). By title, the law refers the ownership which is represented by that document. Petitioner apparently confuses certificate with title. Placing a parcel of land under the mantle of the Torrens system does not mean that ownership thereof can no longer be disputed. Ownership is different from a certificate of title.[25]

Moreover, we note that, respondent Bank did not raise the issue of non-collateral attack on its titles as a defense in the trial court. Hence, it cannot be raised for the first time on appeal. This defense, if at all, is deemed waived.[26]

Respondent Bank would argue that the forger, Valenzuela who committed the fraud against De Los Reyes and respondent bank is an indispensable party without whom no valid judgment can be rendered.

Respondent Bank contends that Benjamin Valenzuela is an indispensable party. An indispensable party is one without whom there can be no final determination of the action.

In Criminal Case No. 15922, the lower court in its decision dated November 28, 1975, declared as forged the Deed of Assignment of Rights over Lots 19-A and 34-D purportedly executed by De Los Reyes in favor of Valenzuela which enabled him to secure T.C.T. No. 73955 and T.C.T. No. 73956 which he mortgaged to secure the loans. Valenzuela appealed to the CA which affirmed Valenzuela's conviction with modification only as to the penalty imposed.[27] As for Criminal Case No. 15923 the trial court's decision September 6, 1977 convicting Valenzuela was not appealed as Valenzuela withdrew his appeal hence the decision became final and executory.

The forgeries and falsifications of the Deed of Assignment of Lot 19-A, 34-D and Lot 11 of Valenzuela had been well established proven beyond reasonable doubt. Hence, there was no need to implead Valenzuela. The decisions in Criminal Cases Nos. 15922 and 15923 including the decision of the Court of Appeals in CA-G.R. No. 19147-CR were presented in evidence. To be sure, the trial court took cognizance of the case and took into consideration the findings of the courts in the two criminal cases finally, rendering the judgment on January 23, 1986 which was modified in the Order dated August 9, 1996 thereby making a final determination of the action.

All told, we agree with the RTC's conclusion that for merely relying on the certificates of title and for its failure to ascertain the status of the mortgaged properties as is the standard procedure in its operations, respondent Bank is a mortgagee in bad faith[28].

WHEREFORE, petition is granted. The assailed April 30, 2001 Decision and the July 27, 2001 Resolution of the Court of Appeals in CA-G.R. CV No. 60752 are hereby reversed and set aside. The Decision of the RTC in Civil Case No. 95800 dated January 23, 1986 as modified by the Order dated August 9, 1996 is reinstated as follows:

> a) Benjamin Valenzuela's Transfer Certificate of Title No. 74048 over Lot 11; Transfer Certificate of Title No. 73955 over Lot 19-A and Transfer Certificate of Title No. 73956 over Lot 34-D, are hereby ordered cancelled for being null and void.
>
> b) Respondent Pacific Bank's Transfer Certificate of Title No. 105546 over Lot 11, Transfer Certificate of Title No. 105545 over Lot 34-D and Transfer Certificate of Title No. 105544 over Lot 19-A are hereby ordered cancelled for being null and void.
>
> c) The Register of Deeds is ordered to interchange the Technical Description of Lot 19-A and 19-C to conform with the subdivision plan of the Land Registration Commission Psd 8216.

SO ORDERED.

Puno, (Chairperson), Sandoval-Gutierrez, Corona, and Garcia, JJ., concur.

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[1] Penned by Associate Justice Martin S. Villarama, Jr. with Associate Justices Conrado M. Vasquez, Jr. and Eliezer R. De Los Santos concurring.

[2] Rollo, p. 95.

[3] Id. at 154-159.

[4] Id. at 161-162.

[5] Id. at 410-425.

[6] Id. at 115-120.

[7] See note 3.

[8] See note 4.

[9] Id. at 92.

[10] State Investment House, Inc. v. Court of Appeals, 324 Phil. 642 (1996).

[11] Sacay v. Sandiganbayan, 226 Phil. 496, 510 (1986).

[12] Mathay v. Court of Appeals, 356 Phil. 869 (1998).

[13] Vda. de Cabrera v. Court of Appeals, 335 Phil. 19 (1997).

[14] Esquivias v. Court of Appeals, 339 Phil. 184 (1997).

[15] Heirs of Teodoro dela Cruz v. Court of Appeals, 358 Phil. 652 (1998).

[16] Fule v. Legare, 117 Phil. 367 (1963).

[17] TSN, October 29, 1979, p. 39

[18] Decision, Criminal Case No. 15922, p. 15.

[19] Id. at 426- 437.

[20] No. L-21953, March 28, 1969, 27 SCRA 706, 7-14, 716.

[21] Exh. A, also Exh. 1.

[22] G.R. No. 105630, 326 SCRA 267(2000).

[23]G.R. No. 147788. 379 SCRA 490 (2002).

[24] Property Registration Decree of June 11, 1978-AMENDING AND CODIFYING THE LAWS RELATIVE TO REGISTRATION OF PROPERTY AND FOR OTHER PURPOSES.

[25] Lee Tek Sheng vs. Court of Appeals, 292 SCRA 544 (1998).

[26]Sec. 1, Rule 9, 1997 Rules of Civil Procedure. Keng Hua Paper Products Co. Inc. vs. Court Of Appeals; Regional Trial Court Of Manila, Br. 21; and Sea-Land Service, Inc., G.R. No. 116863. 286 SCRA 257 (1998).

[27] See footnote 5.

[28] Consolidated Rural Bank (Cagayan Valley), Inc. v. The Honorable Court Of Appeals and Heirs of Teodoro Dela Cruz G.R. No. 132161. 448 SCRA 347 (2005).

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