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G.R. No. 150180. October 17, 2008

Ponente: LEONARDO-DE CASTRO, J.

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LEONARDO-DE CASTRO, J.:

In this petition for review on certiorari under Rule 45 of the 1997 Rules of Civil Procedure, petitioners seek to set aside and annul the Decision[1] dated November 29, 2000 and the Resolution[2] dated August 28, 2001 rendered by the Court of Appeals (CA), Fifteenth Division, in CA-G.R. No. 51734.

The CA decision set aside an earlier resolution[3] of the National Labor Relations Commission (NLRC) dated March 12, 1998 which ruled in favor of herein petitioners.

The factual antecedents are as follows:

Respondent National Steel Corporation was engaged in the business of manufacturing steel products needed for pipe making, ship building, can-making and production of appliances. Sometime in 1994, respondent suffered substantial financial losses due to an increase in the volume of steel products manufactured by foreign countries. With this development, respondent adopted an organizational streamlining program that resulted in the retrenchment of seven hundred (700) employees in its main plant in Iligan City, among whom were herein petitioners. At that time, respondent and the National Steel Labor Union-Federation of Free Workers (NASLU-FFW), the certified collective bargaining agent of respondent's rank-and-file employees, were negotiating for the renewal of the Collective Bargaining Agreement (CBA) which expired on June 30, 1994.

On July 18, 1994, respondent sent out individual notices to the seven hundred (700) employees affected by the retrenchment, including petitioners. The notices specifically stated that their services were terminated effective August 18, 1994 and they will each receive a separation package in accordance with the retrenchment program. The separation package consisted of the following: (1) separation pay equivalent to two (2) months salary for every year of service; (2) leave balance credits; (3) 13th month pay; and (4) uniform plus rice subsidy differential. After having been paid their separation benefits, the employees, including herein petitioners, each executed and signed a release and quitclaim, written in English and containing a translation in the Visayan dialect in the same document. The release and quitclaims were acknowledged before a notary public.

On October 27, 1994, respondent and NASLU-FFW signed a new CBA, retroactive to July 1, 1994 and effective until June 30, 1996. Pursuant thereto, the retrenched employees were given their salary differentials, for which they executed and signed another release and quitclaim.

Nothing was heard from the retrenched employees, until February 1997 or about two and half years after their separation from the company, when herein petitioners wrote respondent demanding payment of retirement

benefits under the CBA. They claimed that they were qualified for optional retirement after having rendered services for at least ten (10) years when they were retrenched on August 18, 1994. Respondent rejected petitioners' claim, forcing petitioners to file a complaint for payment of retirement benefits against respondent docketed as NLRC CA No. M-003642-97.[4]

On August 27, 1997, Labor Arbiter Nicodemus Palangan dismissed the complaint for lack of merit.[5] As expected, petitioners filed an appeal with the NLRC. Subsequently, this appeal was consolidated with NLRC CA No. M-003666-97, entitled "Abella, et al. vs. National Steel Corporation and NASLU-FFW, Simplicio Vallarta, et al." The complainants in Abella were also retrenched employees of respondent.

In a consolidated resolution dated March 12, 1998, the Fifth Division of the NLRC granted the appeal and reversed the ruling of the Labor Arbiter.

Aggrieved with the NLRC resolution, respondent company elevated the matter to the CA by way of a petition for certiorari, docketed as CA-G.R. No. 51734.

On November 29, 2000, the CA, Fifteenth Division, promulgated its assailed decision granting respondent's petition. In so ruling, the CA declared that petitioners were no longer entitled to retirement benefits after having received the separation pay, and were precluded from claiming such benefits because of their quitclaims. Petitioners' subsequent motion for reconsideration was likewise denied by the appellate court in its resolution dated August 28, 2001.

The present petition was filed with this Court by thirty-nine of hundreds of private respondents involved in CA-G.R. No. 51734. After the filing of the parties' memoranda in this case, two groups of other private respondents in CA-G.R. No. 51734 (Maria Theresa Labastida, et al. and Alexander Bongcawel, et al.) filed separate motions for intervention. These two groups of intervenors are petitioners in G.R. No. 150072 which involved a petition for review of the same November 29, 2000 Decision of the CA, Fifteenth Division, subject of this petition. However, the intervenors' own petition was already denied due to various procedural infirmities by this Court's Third Division in a Resolution dated November 14, 2001 and their motion for reconsideration was likewise denied with finality in a Resolution dated March 4, 2002. In their motion for intervention, Maria Theresa Labastida, et al. prayed that "should [this Court] decide in favor to (sic) the petitioners the same award should also apply to other complainants-appellants before the 5[th] Division, NLRC" while Alexander Bongcawel, et al. prayed that they be allowed to intervene in the proceedings herein and/or be included as petitioners in this case.

In the instant petition, petitioners raised the following arguments:

- THE CONSOLIDATED DECISIONS OF THE 5[TH] DIVISION, NLRC, CAGAYAN DE ORO CITY WAS AFFIRMED BY THE 12[TH] DIVISION, CA WHILE THE SAME WAS SET ASIDE BY THE 15[TH] DIVISION, CA. WHICH OF THE TWO DECISIONS IS IN CONSONANT WITH THE LAW AND JURISPRUDENCE. THE 15[TH] DIVISION, CA HAS DECIDED THE CASE IN A WAY PROBABLY NOT IN ACCORD WITH LAW OR WITH THE APPLICABLE DECISIONS OF THE SUPREME COURT.
- THE DECISION OF THE 15[TH] DIVISION, CA RELIED ON THE AFFIDAVIT OF SOME OF THE NASLU-FFW OFFICERS IN DENYING PETITIONERS' CLAIM FOR RETIREMENT BENEFITS. THE SAID AFFIDAVIT IS CONTRARY TO LAW SPECIFICALLY, THE RETIREMENT PAY LAW AND PAROL EVIDENCE RULE.
- THE 15[TH] DIVISION, CA HAS SO FAR DEPARTED FROM THE ACCEPTED AND USUAL COURSE OF JUDICIAL PROCEEDINGS, OR SO FAR SANCTIONED SUCH DEPARTURE BY A LOWER COURT, AS TO CALL FOR AN EXERCISE OF THE POWERS OF SUPERVISION BY THE SUPREME COURT.[6]

Petitioners contend that they are entitled to retirement benefits in addition to the separation pay they received from respondent pursuant to Article XIV of the existing CBA providing for retirement benefits. They likewise call our attention to *Aquino v. NLRC*,^[7] holding that payment of separation benefits does not exclude payment of retirement benefits in the absence of a specific prohibition in the retirement plan and the CBA.

For its part, respondent maintains that its retirement plan expressly prohibits the payment of retirement benefits to employees terminated for cause. Thus, retrenched employees who were granted their separation package are already precluded from receiving retirement benefits. Moreover, petitioners executed valid quitclaims.

From the facts, it is clear that the core issue hinges on whether petitioners who were retrenched employees that had already received their separation pay can still recover retirement benefits.

While the main issue in this case involves a question of fact, which ordinarily cannot be raised in a petition for review under Rule 45, we find reason to review the factual findings made by the NLRC and the CA considering that they are at variance with each other.^[8]

Petitioners anchor their claim on the cases *Aquino v. NLRC*,^[9] *University of the East v. Minister of Labor*,^[10] and *Batangas Laguna Tayabas Bus Co. v. Court of Appeals*.^[11] In these cases, this Court ruled that in the absence of a specific prohibition in the retirement plan and the CBA, the employee has the right to recover from the employer both his separation pay and retirement benefits. The Court further held therein that if the employer really intended to make the separation pay and the retirement benefits mutually exclusive, it should have sought inclusion of the corresponding provision in the retirement plan and the CBA so as to remove all possible ambiguity regarding this matter.

Evidently, petitioners' entitlement to retirement benefits in addition to the separation pay they already received would depend upon the provisions of respondent's retirement plan and its CBA with NASLU-FFW.

Contrary to the stance taken by petitioners, the retirement plan^[12] of respondent company reveals that an employee who was terminated for cause is not entitled to retirement benefits, thus:

X. OTHER GENERAL PROVISIONS

xxx xxx xxx

E. Resignations and Terminations. No retirement benefits are payable in instances of resignations or terminations for cause; provided, however, that an employee who resigns voluntarily after he has qualified for optional early retirement under Article IV, B, 2 or 3 shall be deemed to have opted to avail of such early retirement and paid the applicable and corresponding retirement pay/benefit provided therein. All terminations other than for cause will be governed by the applicable provisions of the Labor Code of the Philippines.(Emphasis supplied)^[13]

From the foregoing, it is clear that respondent's retirement plan explicitly prohibits the recovery of retirement benefits in cases of terminations for cause. Here, there is no dispute that petitioners were separated from the service for cause, as it was due to a valid retrenchment undertaken by respondent company. Unarguably, retrenchment is recognized as one of the authorized causes for termination of employment under Article 283 of the Labor Code, which states:

The employer may also terminate the employment of any employee due to the installation of labor-saving devices, redundancy, retrenchment to prevent losses or the closing or cessation of operations of the establishment or undertaking unless the closing is for the purpose of circumventing the provisions of this title, by serving a written notice on the workers and the Department of Labor and Employment at least one (1) month before the intended date thereof. In case of termination due to the installation of labor-saving devices or

redundancy, the worker affected thereby shall be entitled to a separation pay equivalent to at least one (1) month pay or to at least one (1) month pay for every year of service, whichever is higher. In case of retrenchment to prevent losses and in cases of closures or cessation of operations of establishment or undertaking not due to serious business losses or financial reverses, the separation pay shall be equivalent to at least one (1) month pay or at least one-half (1/2) month pay for every year of service, whichever is higher. A fraction of at least six (6) months shall be considered as one (1) whole year.

Having been separated from employment due to an authorized cause, petitioners are barred from receiving retirement benefits pursuant to Article X(E) of respondent's retirement plan. With the inclusion of such provision in the retirement plan, respondent categorically disallows payment of retirement benefits to retrenched employees. They are only entitled to payment of separation pay in accordance with Article 283 of the Labor Code.

In their Reply, petitioners argue that the term "terminations for cause" under Article X(E) of the retirement plan should be read to only include terminations for "just cause" under Article 282 of the Labor Code, or to situations wherein it is the employee that is at fault. This Court is not persuaded by this argument. Petitioners concede that the Labor Code allows terminations by the employer for "just causes" under Article 282 or "authorized causes" under Articles 283 and 284. Terminations covered by Articles 282 to 284 are all terminations by the employer for a lawful cause. In the past, this Court has had occasion to use the term "dismissal for cause" to refer to dismissals for just and/or authorized cause.^[14] Respondent's retirement plan in referring to "terminations for cause" plainly does not distinguish between just cause and authorized causes for termination. Moreover, there is nothing in the said retirement plan which limits the term "terminations for cause" to terminations under Article 282.

Apart from the abovementioned provision in the retirement plan, provisions of the 1994-1996 CBA between the company and its employees further militate against petitioners' contention that they are entitled to both separation pay and retirement benefits. The 1994-1996 CBA pertinently provides:

ARTICLE XIV
RETIREMENT BENEFITS

SECTION 1. The COMPANY shall grant retirement benefits under its existing retirement plan one and one-half months (1.5) basic pay for every year of service for those retiring with at least ten (10) years of service credits who are qualified for normal retirement. Employees with at least ten (10) years of service credits shall be qualified for optional early retirement and granted partial benefits beginning at fifty (50%) of normal retirement benefits as follows:

xxx xxx xxx

SECTION 2. Employees placed on Medical Retirement/Permanent Total Disability shall be granted benefits as may be provided for in the Company Retirement Policy.

SECTION 3. Employees laid-off by the Company pursuant to a retrenchment program shall be given two (2) months base pay per year of service credits.

SECTION 4. Length of service, is counted on terms of years from date of hire as probationary to date of retirement, with each fraction of year of six (6) months or more counted as full year. A pro rata computation of retirement benefit/pay shall be applied to service credits of less than six (6) months.(Emphasis supplied)[15]

A perusal of Article XIV of the parties' 1994-1996 CBA readily shows that retirement benefits shall be granted only to those employees who, after rendering at least ten (10) years of continuous services, would retire upon reaching the mandatory retirement age, or would avail of optional voluntary retirement. Nowhere can it be deduced from the CBA that those employees whose employment was terminated through one of the authorized causes are entitled to retirement benefits. In fact, Section 3 of the afore-quoted Article XIV specifically provides

that retrenched employees shall be given two (2) months pay for every year of service. Section 3 shows the intention of the parties to exclude retrenched employees, like herein petitioners, from receiving retirement benefits under the existing retirement plan as set forth in Section 1.

We note the finding of the CA that under respondent and NASLU-FFW's 1991-1994 CBA, "both benefits [i.e. separation pay and retirement benefits] should be given to retrenched employees, with the ratification of the 1994-1996 CBA, National Steel Labor Union-FFW, which is their [the employees'] authorized bargaining agent changed their proposed one and a half month basic pay for every year of service to two-month salary retrenchment package regardless of the number of years actually served by the employee." The records show that the provision in the 1991-1994 CBA (Section 2, Article XIV thereof) which states that "[e]mployees laid off by the COMPANY pursuant to a retrenchment program shall be given the same retirement benefits provided for under the retirement plan"[16] was deleted in the 1994-1996 CBA and replaced by Section 3, Article XIV quoted above. The deletion of Section 2, Article XIV under the 1991-1994 CBA and its transformation into Section 3, Article XIV of the 1994-1996 CBA indicate the intention of the parties in the 1994-1996 CBA to increase the retrenchment compensation to two months salary for every year of service regardless of the number of years of service, in lieu of the retirement benefits under the retirement plan.

The intention of the parties to the 1994-1996 CBA to make the retrenchment compensation/package and the retirement benefits mutually exclusive of each other is further evidenced by the affidavits executed by members of management and the union.

Petitioners object to the CA's reliance on the said affidavits as violations of the parol evidence rule under Section 9, Rule 130 of the Rules of Court[17] and the waiver clause of the 1994-1996 CBA. We find petitioners' contentions on this point untenable.

A CBA is more than a contract; it is a generalized code to govern a myriad of cases which the draftsmen cannot wholly anticipate. It covers the whole employment relationship and prescribes the rights and duties of the parties.[18] If the terms of the CBA are clear and have no doubt upon the intention of the contracting parties, the literal meaning of its stipulation shall prevail. However, if the CBA imports ambiguity, then the parties' intention as shown by their conduct, words, actions and deeds -- prior to, during, and after executing the agreement, must be ascertained. That there is an apparent ambiguity or a failure to express the true intention of the parties, especially with regard to the retirement provisions of the 1994-1996 CBA, is evident in the opposing interpretations of the same by the Labor Arbiter and the CA on one hand and the NLRC on the other. It is settled that the parole evidence rule admits of exceptions. A party may present evidence to modify, explain or add to the terms of the written agreement if he raises as an issue, among others, an intrinsic ambiguity in the written agreement or its failure to express the true intent and agreement of the parties thereto.[19]

In this instance to resolve all doubts as to the proper interpretation of the relevant CBA provisions, it was imperative for the CA to determine the true intent of the parties to the agreement. The CA committed no error in considering the affidavits as contemporaneous and subsequent acts from which the intention of the parties to the CBA can be inferred. This juristic principle is supported by the following provision of law found in the New Civil Code:

Article 1371. In order to judge the intention of the contracting parties, their contemporaneous and subsequent acts shall be principally considered.

Thus, while the CBA, on its face, does not contain an express prohibition of payment of retirement benefits to retrenched employees, the parties may still prove it by means of contemporaneous and subsequent acts of the parties to the agreement, such as the execution of the affidavits by the NASLU-FFW officers and respondent's

managers.

It bears stressing that no less than the officers of NASLU-FFW, the duly certified bargaining agent of respondent's rank-and-file employees, confirmed that in drafting the CBA, the intent of the parties was to make payment of the separation package for retrenched employees exclusive of retirement benefits. These officers were members of the negotiating panel for the 1991-1994 CBA and the 1994-1996 CBA between NASLU-FFW and the management. In their affidavits, they attested that under the CBA, an employee who is separated pursuant to a retrenchment program and who received the corresponding separation package is completely proscribed from demanding and claiming payment of retirement benefits provided under Section 1, Article XIV of the said CBA.[20] The members of the management panel during the CBA negotiations also executed their own affidavits and confirmed that payment of separation pay precludes entitlement to retirement benefits.[21] Petitioners claim that the union officers were acting "in connivance" with management in executing the said affidavits. However, petitioners presented no proof whatsoever that the union officers were acting in bad faith in executing their affidavits. It is elementary that bad faith is never presumed while good faith is always presumed. Therefore, he who claims bad faith must prove it.[22] For this reason, the CA correctly considered and relied upon the affidavits in determining the true intent of the parties to the 1994-1996 CBA. Neither do these affidavits constitute a violation of the waiver clause of the 1994-1996 CBA which merely states that "no event prior or subsequent to the effective date hereof shall amend nor shall it be the basis for any procedure under this Agreement." The questioned affidavits do not attempt to amend the CBA or to insert any new terms or procedure into the CBA but only serve to confirm the management and the union's true intention in entering into the existing provisions of the said CBA.

We likewise uphold the CA's finding that petitioners voluntarily executed and signed a release and quitclaim after receiving their separation package, acknowledging full and final payment of all benefits that they may be entitled to in relation to their employment. The validity of quitclaims executed by laborers has long been recognized in this jurisdiction. In *Periquet v. National Labor Relations Commission*,[23] this Court ruled that not all waivers and quitclaims are invalid as against public policy. If the agreement was voluntarily entered into and represents a reasonable settlement of the claims of the employee, it is binding on the parties and may not later be disowned simply because of a change of mind. Such legitimate waivers resulting from voluntary settlements of laborer's claims should be treated and upheld as the law between the parties.

In the instant case, there is no showing that petitioners were forced or duped by respondent into signing the release and quitclaim. In their sworn quitclaim, they freely declared that they received full separation pay as well as all other amounts due them by reason of their employment. Petitioners further stated that they were voluntarily releasing respondent National Steel Corporation from all claims in respect to their employment.[24] They even executed not just one but two sets of quitclaims. Each quitclaim was written in English and in the Visayan dialect which petitioners very well understand. For sure, petitioners signed the quitclaim with full understanding of the fact that this was in complete satisfaction of all their entitlements and that it amounted to a waiver of their right to claim all other benefits, including retirement pay. Besides, the quitclaim represents a reasonable and fair settlement of petitioners' claims as the separation package consisted of two (2) months salary for every year of service, leave balance credits, 13th month pay, uniform plus rice subsidy differential, salary differential and signing bonus. Indeed, nothing on the face of their quitclaim has been shown as unconscionable. In the absence of evidence showing coercion or intimidation in its execution, we are constrained to uphold the appellate court's conclusion that the execution of the release and quitclaim was valid.

Indubitably, payment to petitioners of both separation pay and retirement benefits is proscribed under Article X of respondent's retirement plan, as well as under Article XIV of the CBA. Both the retirement plan and the CBA are

binding agreements, not being contrary to law, morals, good customs, public order or public policy and must therefore be upheld. Hence, petitioners' theory that there is nothing in the retirement plan and the CBA that prohibits them from receiving the retirement pay over and above their separation package must obviously fail. Their reliance on the cases *Aquino v. NLRC*,^[25] *University of the East v. Minister of Labor*,^[26] and *Batangas Laguna Tayabas Bus Co. v. Court of Appeals*,^[27] is therefore misplaced.

In a futile attempt to persuade this Court, petitioners sought refuge in the decision rendered by the CA, Twelfth Division in CA-G.R. SP No. 55034 entitled "*National Steel Labor Union (NASLU-FFW), et al. vs. NLRC*." The said case was an appeal made by NASLU-FFW from the same consolidated decision of the NLRC in NLRC CA No. M-003642-97 and NLRC CA No. M-003666-97. The CA, Twelfth Division affirmed the NLRC decision and ruled that the retrenched employees are entitled to retirement benefits even after receiving their separation pay. Petitioners now contend that the decision of the CA, Twelfth Division binds respondent and the same decision should have been adopted by the CA, Fifteenth Division.

Petitioners' contention has no leg to stand on. It is undisputed that respondent company was not a party to the case decided by the CA, Twelfth Division. Well-settled is the rule that one who is not a party to a case is not bound by any decision of the court; otherwise he will be deprived of his right to due process.^[28] Respondent was never impleaded nor did it intervene in the said case relied upon by petitioners. Thus, the decision rendered by the CA, Twelfth Division cannot be enforced against respondent consistent with the rule enunciated by this Court that a person who was not impleaded in a case could not be bound by the decision rendered thereon for no man shall be affected by any proceeding to which he is a stranger.^[29] We agree with the CA that for its Fifteenth Division to simply adopt the findings of its Twelfth Division in a case wherein respondent was not impleaded as a party and did participate therein violates respondent's right to due process. Respondent had the right to have its own appeal evaluated by the appellate court on its own merits and not on the merits of another party's appeal.

On the charge of forum shopping against respondent, the same lacks merit. In *Development Bank of the Philippines v. Court of Appeals*, we held that:

xxx Forum shopping is the act of a party, against whom an adverse judgment has been rendered in one forum, of seeking another and possibly favorable opinion in another forum by appeal or a special civil action of certiorari. xxx

...Even assuming that separate actions have been filed by two different parties involving essentially the same subject matter, no forum shopping is committed where the parties did not resort to multiple judicial remedies.

The case pending before the CA, Twelfth Division, was the petition for review filed by NASLU-FFW wherein respondent was not impleaded as a party. Respondent's failure to disclose the existence of such a case in its certification against forum shopping, assuming respondent already had notice of the filing of the said case at the time it filed its own CA petition, is not fatal to its petition before the CA.

As for intervenors, it is undisputed that their own appeal/petition for review of the CA's Decision in CA-G.R. No. 51734 has already been denied with finality by this Court's Third Division. They cannot now re-open their case or recover their lost appeal by intervention in the present case. In any event, intervenors' interest in the present case is only insofar as a judgment in favor of petitioners might inure to their benefit. Considering that our Decision is adverse to petitioners, we see no cogent reason for allowing said motions for intervention.

WHEREFORE, the petition for review is hereby DENIED. The assailed decision and resolution of the Court of Appeals in CA-G.R. No. 51734 are hereby AFFIRMED. The motions for intervention are DENIED for lack of merit.

SO ORDERED.

Puno, C.J., (Chairperson), Carpio, Corona, and Azcuna, JJ., concur.

[1] Penned by Associate Justice Rebecca De Guia-Salvador, with Associate Justices Ruben T. Reyes (now a member of this Court) and Mariano M. Umali (now ret.), concurring; rollo, pp. 31-43.

[2]Id. at 64-65.

[3]Id. at 75-85.

[4] Entitled "Bongcawel, et al. v. National Steel Corporation"

[5] Records, pp. 165-188.

[6] Rollo, p. 14.

[7] G.R. No. 87653, February 11, 1992, 206 SCRA 118.

[8] Siguan v. Lim, G.R. No. 134685, November 19, 1999, 318 SCRA 725, 734-735.

[9] Supra at note 7.

[10]G.R. No. L-74007, June 31, 1987, 152 SCRA 676.

[11]G.R. No. L-38482, June 18, 1976, 71 SCRA 470.

[12]Records, pp. 86-91.

[13] Id. at 90.

[14]Ruben Serrano v. National Labor Relations Commission, G.R. No. 117040, May 4, 2000, 331 SCRA 331; Jenny M. Agabon v. National Labor Relations Commission, G.R. No. 158693, November 17, 2004, 442 SCRA 573.

[15]Records, pp. 93-94.

[16] CA rollo, p. 85.

[17] Rule 130, Section 9 - When the terms of an agreement have been reduced to writing, it is considered as containing all the terms agreed upon and there can be, between the parties and their successors-in-interest, no evidence of such terms other than the contents of the written agreement.

However, a party may present evidence to modify, explain or add to the terms of the written agreement if he puts in issue in his pleading:

- a. An intrinsic ambiguity, mistake or imperfection in the written agreement;
- b. The failure of the written agreement to express the true intent and agreement of the parties thereto;
- c. The validity of the written agreement; or
- d. The existence of other terms agreed to by the parties or their successors in interest after the execution of the written agreement.

The term "agreement" includes wills.

[18]United Kimberly-Clark Employees Union-Philippine Transport General Workers' Organization v.

Kimberly-Clark Phils., Inc., G.R. No. 162957, March 6, 2006, 484 SCRA 187, 201.

[19] Supra, note 17. See also *Asiatrust Development Bank v. Concepts Trading Corporation*, G.R. No. 130759, June 20, 2003, 404 SCRA 449, 456; *American Home Assurance Company v. Tantuco Enterprises, Inc.*, G.R. No. 138941, October 8, 2001, 366 SCRA 740, 746-747.

[20] Records, pp. 265-270.

[21] Id. at 271-274.

[22] *Principio v. Barrientos*, G.R. No. 167025, December 19, 2005, 478 SCRA 639, 650.

[23] G.R. No. 91298, June 22, 1990, 186 SCRA 724, 730-731.

[24] Records, pp. 82-83.

[25] Supra at note 7.

[26] Supra at note 10.

[27] Supra at note 11.

[28] *Aron v. Realon*, G.R. No. 159156, January 31, 2005, 450 SCRA 372, 389.

[29] *Heirs of Antonio Pael v. Court of Appeals*, G.R. No. 133547, February 10, 2000, 325 SCRA 341, 366.

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