

**ROGER V. NAVARRO, PETITIONER, VS. HON. JOSE L. ESCOBIDO,
PRESIDING JUDGE, RTC BRANCH 37, CAGAYAN DE ORO CITY, AND
KAREN T. GO, DOING BUSINESS UNDER THE NAME KARGO
ENTERPRISES, RE...**

G.R. No. 153788. November 27, 2009

Ponente: BRION, J.

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BRION, J.:

This is a petition for review on certiorari[1] that seeks to set aside the Court of Appeals (CA) Decision[2] dated October 16, 2001 and Resolution[3] dated May 29, 2002 in CA-G.R. SP. No. 64701. These CA rulings affirmed the July 26, 2000[4] and March 7, 2001[5] orders of the Regional Trial Court (RTC), Misamis Oriental, Cagayan de Oro City, denying petitioner Roger V. Navarro's (Navarro) motion to dismiss.

BACKGROUND FACTS

On September 12, 1998, respondent Karen T. Go filed two complaints, docketed as Civil Case Nos. 98-599 (first complaint)[6] and 98-598 (second complaint),[7] before the RTC for replevin and/or sum of money with damages against Navarro. In these complaints, Karen Go prayed that the RTC issue writs of replevin for the seizure of two (2) motor vehicles in Navarro's possession.

The first complaint stated:

1. That plaintiff KAREN T. GO is a Filipino, of legal age, married to GLENN O. GO, a resident of Cagayan de Oro City and doing business under the trade name KARGO ENTERPRISES, an entity duly registered and existing under and by virtue of the laws of the Republic of the Philippines, which has its business address at Bulua, Cagayan de Oro City; that defendant ROGER NAVARRO is a Filipino, of legal age, a resident of 62 Dolores Street, Nazareth, Cagayan de Oro City, where he may be served with summons and other processes of the Honorable Court; that defendant "JOHN DOE" whose real name and address are at present unknown to plaintiff is hereby joined as party defendant as he may be the person in whose possession and custody the personal property subject matter of this suit may be found if the same is not in the possession of defendant ROGER NAVARRO;
2. That KARGO ENTERPRISES is in the business of, among others, buying and selling motor vehicles, including hauling trucks and other heavy equipment;
3. That for the cause of action against defendant ROGER NAVARRO, it is hereby stated that on August 8, 1997, the said defendant leased [from] plaintiff a certain motor vehicle which is more particularly described as follows -

Make/Type FUSO WITH MOUNTED CRANE
Serial No. FK416K-51680
Motor No. 6D15-338735

Plate No. GHK-378

as evidenced by a LEASE AGREEMENT WITH OPTION TO PURCHASE entered into by and between KARGO ENTERPRISES, then represented by its Manager, the aforementioned GLENN O. GO, and defendant ROGER NAVARRO xxx; that in accordance with the provisions of the above LEASE AGREEMENT WITH OPTION TO PURCHASE, defendant ROGER NAVARRO delivered unto plaintiff six (6) post-dated checks each in the amount of SIXTY-SIX THOUSAND THREE HUNDRED THIRTY-THREE & 33/100 PESOS (P66,333.33) which were supposedly in payment of the agreed rentals; that when the fifth and sixth checks, i.e. PHILIPPINE BANK OF COMMUNICATIONS - CAGAYAN DE ORO BRANCH CHECKS NOS. 017112 and 017113, respectively dated January 8, 1998 and February 8, 1998, were presented for payment and/or credit, the same were dishonored and/or returned by the drawee bank for the common reason that the current deposit account against which the said checks were issued did not have sufficient funds to cover the amounts thereof; that the total amount of the two (2) checks, i.e. the sum of ONE HUNDRED THIRTY-TWO THOUSAND SIX HUNDRED SIXTY-SIX & 66/100 PESOS (P132,666.66) therefore represents the principal liability of defendant ROGER NAVARRO unto plaintiff on the basis of the provisions of the above LEASE AGREEMENT WITH RIGHT TO PURCHASE; that demands, written and oral, were made of defendant ROGER NAVARRO to pay the amount of ONE HUNDRED THIRTY-TWO THOUSAND SIX HUNDRED SIXTY-SIX & 66/100 PESOS (P132,666.66), or to return the subject motor vehicle as also provided for in the LEASE AGREEMENT WITH RIGHT TO PURCHASE, but said demands were, and still are, in vain to the great damage and injury of herein plaintiff; xxx

4. That the aforescribed motor vehicle has not been the subject of any tax assessment and/or fine pursuant to law, or seized under an execution or an attachment as against herein plaintiff;

xxx

8. That plaintiff hereby respectfully applies for an order of the Honorable Court for the immediate delivery of the above-described motor vehicle from defendants unto plaintiff pending the final determination of this case on the merits and, for that purpose, there is attached hereto an affidavit duly executed and bond double the value of the personal property subject matter hereof to answer for damages and costs which defendants may suffer in the event that the order for replevin prayed for may be found out to having not been properly issued.

The second complaint contained essentially the same allegations as the first complaint, except that the Lease Agreement with Option to Purchase involved is dated October 1, 1997 and the motor vehicle leased is described as follows:

Make/Type FUSO WITH MOUNTED CRANE
Serial No.FK416K-510528
Motor No.6D14-423403

The second complaint also alleged that Navarro delivered three post-dated checks, each for the amount of P100,000.00, to Karen Go in payment of the agreed rentals; however, the third check was dishonored when presented for payment.[8]

On October 12, 1998[9] and October 14, 1998,[10] the RTC issued writs of replevin for both cases; as a result, the Sheriff seized the two vehicles and delivered them to the possession of Karen Go.

In his Answers, Navarro alleged as a special affirmative defense that the two complaints stated no cause of action, since Karen Go was not a party to the Lease Agreements with Option to Purchase (collectively, the lease agreements) - the actionable documents on which the complaints were based.

On Navarro's motion, both cases were duly consolidated on December 13, 1999.

In its May 8, 2000 order, the RTC dismissed the case on the ground that the complaints did not state a cause of action.

In response to the motion for reconsideration Karen Go filed dated May 26, 2000,[11] the RTC issued another order dated July 26, 2000 setting aside the order of dismissal. Acting on the presumption that Glenn Go's leasing business is a conjugal property, the RTC held that Karen Go had sufficient interest in his leasing business to file the action against Navarro. However, the RTC held that Karen Go should have included her husband, Glenn Go, in the complaint based on Section 4, Rule 3 of the Rules of Court (Rules).[12] Thus, the lower court ordered Karen Go to file a motion for the inclusion of Glenn Go as co-plaintiff.

When the RTC denied Navarro's motion for reconsideration on March 7, 2001, Navarro filed a petition for certiorari with the CA, essentially contending that the RTC committed grave abuse of discretion when it reconsidered the dismissal of the case and directed Karen Go to amend her complaints by including her husband Glenn Go as co-plaintiff. According to Navarro, a complaint which failed to state a cause of action could not be converted into one with a cause of action by mere amendment or supplemental pleading.

On October 16, 2001, the CA denied Navarro's petition and affirmed the RTC's order.[13] The CA also denied Navarro's motion for reconsideration in its resolution of May 29, 2002,[14] leading to the filing of the present petition.

THE PETITION

Navarro alleges that even if the lease agreements were in the name of Kargo Enterprises, since it did not have the requisite juridical personality to sue, the actual parties to the agreement are himself and Glenn Go. Since it was Karen Go who filed the complaints and not Glenn Go, she was not a real party-in-interest and the complaints failed to state a cause of action.

Navarro posits that the RTC erred when it ordered the amendment of the complaint to include Glenn Go as a co-plaintiff, instead of dismissing the complaint outright because a complaint which does not state a cause of action cannot be converted into one with a cause of action by a mere amendment or a supplemental pleading. In effect, the lower court created a cause of action for Karen Go when there was none at the time she filed the complaints.

Even worse, according to Navarro, the inclusion of Glenn Go as co-plaintiff drastically changed the theory of the complaints, to his great prejudice. Navarro claims that the lower court gravely abused its discretion when it assumed that the leased vehicles are part of the conjugal property of Glenn and Karen Go. Since Karen Go is the registered owner of Kargo Enterprises, the vehicles subject of the complaint are her paraphernal properties and the RTC gravely erred when it ordered the inclusion of Glenn Go as a co-plaintiff.

Navarro likewise faults the lower court for setting the trial of the case in the same order that required Karen Go to amend her complaints, claiming that by issuing this order, the trial court violated Rule 10 of the Rules.

Even assuming the complaints stated a cause of action against him, Navarro maintains that the complaints were premature because no prior demand was made on him to comply with the provisions of the lease agreements before the complaints for replevin were filed.

Lastly, Navarro posits that since the two writs of replevin were issued based on flawed complaints, the vehicles were illegally seized from his possession and should be returned to him immediately.

Karen Go, on the other hand, claims that it is misleading for Navarro to state that she has no real interest in the

subject of the complaint, even if the lease agreements were signed only by her husband, Glenn Go; she is the owner of Kargo Enterprises and Glenn Go signed the lease agreements merely as the manager of Kargo Enterprises. Moreover, Karen Go maintains that Navarro's insistence that Kargo Enterprises is Karen Go's paraphernal property is without basis. Based on the law and jurisprudence on the matter, all property acquired during the marriage is presumed to be conjugal property. Finally, Karen Go insists that her complaints sufficiently established a cause of action against Navarro. Thus, when the RTC ordered her to include her husband as co-plaintiff, this was merely to comply with the rule that spouses should sue jointly, and was not meant to cure the complaints' lack of cause of action.

THE COURT'S RULING

We find the petition devoid of merit.

Karen Go is the real party-in-interest

The 1997 Rules of Civil Procedure requires that every action must be prosecuted or defended in the name of the real party-in-interest, i.e., the party who stands to be benefited or injured by the judgment in the suit, or the party entitled to the avails of the suit.[15]

Interestingly, although Navarro admits that Karen Go is the registered owner of the business name Kargo Enterprises, he still insists that Karen Go is not a real party-in-interest in the case. According to Navarro, while the lease contracts were in Kargo Enterprises' name, this was merely a trade name without a juridical personality, so the actual parties to the lease agreements were Navarro and Glenn Go, to the exclusion of Karen Go.

As a corollary, Navarro contends that the RTC acted with grave abuse of discretion when it ordered the inclusion of Glenn Go as co-plaintiff, since this in effect created a cause of action for the complaints when in truth, there was none.

We do not find Navarro's arguments persuasive.

The central factor in appreciating the issues presented in this case is the business name Kargo Enterprises. The name appears in the title of the Complaint where the plaintiff was identified as "KAREN T. GO doing business under the name KARGO ENTERPRISES," and this identification was repeated in the first paragraph of the Complaint. Paragraph 2 defined the business KARGO ENTERPRISES undertakes. Paragraph 3 continued with the allegation that the defendant "leased from plaintiff a certain motor vehicle" that was thereafter described. Significantly, the Complaint specifies and attaches as its integral part the Lease Agreement that underlies the transaction between the plaintiff and the defendant. Again, the name KARGO ENTERPRISES entered the picture as this Lease Agreement provides:

This agreement, made and entered into by and between:

GLENN O. GO, of legal age, married, with post office address at xxx, herein referred to as the LESSOR-SELLER; representing KARGO ENTERPRISES as its Manager,

xxx

thus, expressly pointing to KARGO ENTERPRISES as the principal that Glenn O. Go represented. In other words, by the express terms of this Lease Agreement, Glenn Go did sign the agreement only as the manager of Kargo Enterprises and the latter is clearly the real party to the lease agreements.

As Navarro correctly points out, Kargo Enterprises is a sole proprietorship, which is neither a natural person, nor a juridical person, as defined by Article 44 of the Civil Code:

Art. 44. The following are juridical persons:

- (1) The State and its political subdivisions;
- (2) Other corporations, institutions and entities for public interest or purpose, created by law; their personality begins as soon as they have been constituted according to law;
- (3) Corporations, partnerships and associations for private interest or purpose to which the law grants a juridical personality, separate and distinct from that of each shareholder, partner or member.

Thus, pursuant to Section 1, Rule 3 of the Rules,[16] Kargo Enterprises cannot be a party to a civil action. This legal reality leads to the question: who then is the proper party to file an action based on a contract in the name of Kargo Enterprises?

We faced a similar question in *Juasing Hardware v. Mendoza*,[17] where we said:

Finally, there is no law authorizing sole proprietorships like petitioner to bring suit in court. The law merely recognizes the existence of a sole proprietorship as a form of business organization conducted for profit by a single individual, and requires the proprietor or owner thereof to secure licenses and permits, register the business name, and pay taxes to the national government. It does not vest juridical or legal personality upon the sole proprietorship nor empower it to file or defend an action in court.

Thus, the complaint in the court below should have been filed in the name of the owner of Juasing Hardware. The allegation in the body of the complaint would show that the suit is brought by such person as proprietor or owner of the business conducted under the name and style Juasing Hardware. The descriptive words "doing business as Juasing Hardware" may be added to the title of the case, as is customarily done.[18] [Emphasis supplied.]

This conclusion should be read in relation with Section 2, Rule 3 of the Rules, which states:

SEC. 2. Parties in interest. - A real party in interest is the party who stands to be benefited or injured by the judgment in the suit, or the party entitled to the avails of the suit. Unless otherwise authorized by law or these Rules, every action must be prosecuted or defended in the name of the real party in interest.

As the registered owner of Kargo Enterprises, Karen Go is the party who will directly benefit from or be injured by a judgment in this case. Thus, contrary to Navarro's contention, Karen Go is the real party-in-interest, and it is legally incorrect to say that her Complaint does not state a cause of action because her name did not appear in the Lease Agreement that her husband signed in behalf of Kargo Enterprises. Whether Glenn Go can legally sign the Lease Agreement in his capacity as a manager of Kargo Enterprises, a sole proprietorship, is a question we do not decide, as this is a matter for the trial court to consider in a trial on the merits.

Glenn Go's Role in the Case

We find it significant that the business name Kargo Enterprises is in the name of Karen T. Go,[19] who described herself in the Complaints to be "a Filipino, of legal age, married to GLENN O. GO, a resident of Cagayan de Oro City, and doing business under the trade name KARGO ENTERPRISES." [20] That Glenn Go and Karen Go are married to each other is a fact never brought in issue in the case. Thus, the business name KARGO ENTERPRISES is registered in the name of a married woman, a fact material to the side issue of whether Kargo Enterprises and its properties are paraphernal or conjugal properties. To restate the parties' positions, Navarro alleges that Kargo Enterprises is Karen Go's paraphernal property, emphasizing the fact that the business is registered solely in Karen Go's name. On the other hand, Karen Go contends that while the business is registered in her name, it is in fact part of their conjugal property.

The registration of the trade name in the name of one person - a woman - does not necessarily lead to the

conclusion that the trade name as a property is hers alone, particularly when the woman is married. By law, all property acquired during the marriage, whether the acquisition appears to have been made, contracted or registered in the name of one or both spouses, is presumed to be conjugal unless the contrary is proved.[21] Our examination of the records of the case does not show any proof that Kargo Enterprises and the properties or contracts in its name are conjugal. If at all, only the bare allegation of Navarro to this effect exists in the records of the case. As we emphasized in *Castro v. Miat*: [22]

Petitioners also overlook Article 160 of the New Civil Code. It provides that "all property of the marriage is presumed to be conjugal partnership, unless it be prove[n] that it pertains exclusively to the husband or to the wife." This article does not require proof that the property was acquired with funds of the partnership. The presumption applies even when the manner in which the property was acquired does not appear. [23] [Emphasis supplied.]

Thus, for purposes solely of this case and of resolving the issue of whether Kargo Enterprises as a sole proprietorship is conjugal or paraphernal property, we hold that it is conjugal property.

Article 124 of the Family Code, on the administration of the conjugal property, provides:

Art. 124. The administration and enjoyment of the conjugal partnership property shall belong to both spouses jointly. In case of disagreement, the husband's decision shall prevail, subject to recourse to the court by the wife for proper remedy, which must be availed of within five years from the date of the contract implementing such decision.

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This provision, by its terms, allows either Karen or Glenn Go to speak and act with authority in managing their conjugal property, i.e., Kargo Enterprises. No need exists, therefore, for one to obtain the consent of the other before performing an act of administration or any act that does not dispose of or encumber their conjugal property.

Under Article 108 of the Family Code, the conjugal partnership is governed by the rules on the contract of partnership in all that is not in conflict with what is expressly determined in this Chapter or by the spouses in their marriage settlements. In other words, the property relations of the husband and wife shall be governed primarily by Chapter 4 on Conjugal Partnership of Gains of the Family Code and, suppletorily, by the spouses' marriage settlement and by the rules on partnership under the Civil Code. In the absence of any evidence of a marriage settlement between the spouses Go, we look at the Civil Code provision on partnership for guidance.

A rule on partnership applicable to the spouses' circumstances is Article 1811 of the Civil Code, which states:

Art. 1811. A partner is a co-owner with the other partners of specific partnership property.

The incidents of this co-ownership are such that:

(1) A partner, subject to the provisions of this Title and to any agreement between the partners, has an equal right with his partners to possess specific partnership property for partnership purposes; xxx

Under this provision, Glenn and Karen Go are effectively co-owners of Kargo Enterprises and the properties registered under this name; hence, both have an equal right to seek possession of these properties. Applying Article 484 of the Civil Code, which states that "in default of contracts, or special provisions, co-ownership shall be governed by the provisions of this Title," we find further support in Article 487 of the Civil Code that allows any of the co-owners to bring an action in ejectment with respect to the co-owned property.

While ejectment is normally associated with actions involving real property, we find that this rule can be applied

to the circumstances of the present case, following our ruling in *Carandang v. Heirs of De Guzman*.^[24] In this case, one spouse filed an action for the recovery of credit, a personal property considered conjugal property, without including the other spouse in the action. In resolving the issue of whether the other spouse was required to be included as a co-plaintiff in the action for the recovery of the credit, we said:

Milagros de Guzman, being presumed to be a co-owner of the credits allegedly extended to the spouses Carandang, seems to be either an indispensable or a necessary party. If she is an indispensable party, dismissal would be proper. If she is merely a necessary party, dismissal is not warranted, whether or not there was an order for her inclusion in the complaint pursuant to Section 9, Rule 3.

Article 108 of the Family Code provides:

Art. 108. The conjugal partnership shall be governed by the rules on the contract of partnership in all that is not in conflict with what is expressly determined in this Chapter or by the spouses in their marriage settlements.

This provision is practically the same as the Civil Code provision it superseded:

Art. 147. The conjugal partnership shall be governed by the rules on the contract of partnership in all that is not in conflict with what is expressly determined in this Chapter.

In this connection, Article 1811 of the Civil Code provides that "[a] partner is a co-owner with the other partners of specific partnership property." Taken with the presumption of the conjugal nature of the funds used to finance the four checks used to pay for petitioners' stock subscriptions, and with the presumption that the credits themselves are part of conjugal funds, Article 1811 makes Quirino and Milagros de Guzman co-owners of the alleged credit.

Being co-owners of the alleged credit, Quirino and Milagros de Guzman may separately bring an action for the recovery thereof. In the fairly recent cases of *Baloloy v. Hular* and *Adlawan v. Adlawan*, we held that, in a co-ownership, co-owners may bring actions for the recovery of co-owned property without the necessity of joining all the other co-owners as co-plaintiffs because the suit is presumed to have been filed for the benefit of his co-owners. In the latter case and in that of *De Guia v. Court of Appeals*, we also held that Article 487 of the Civil Code, which provides that any of the co-owners may bring an action for ejectment, covers all kinds of action for the recovery of possession.

In sum, in suits to recover properties, all co-owners are real parties in interest. However, pursuant to Article 487 of the Civil Code and relevant jurisprudence, any one of them may bring an action, any kind of action, for the recovery of co-owned properties. Therefore, only one of the co-owners, namely the co-owner who filed the suit for the recovery of the co-owned property, is an indispensable party thereto. The other co-owners are not indispensable parties. They are not even necessary parties, for a complete relief can be accorded in the suit even without their participation, since the suit is presumed to have been filed for the benefit of all co-owners.^[25] [Emphasis supplied.]

Under this ruling, either of the spouses Go may bring an action against Navarro to recover possession of the Kargo Enterprises-leased vehicles which they co-own. This conclusion is consistent with Article 124 of the Family Code, supporting as it does the position that either spouse may act on behalf of the conjugal partnership, so long as they do not dispose of or encumber the property in question without the other spouse's consent.

On this basis, we hold that since Glenn Go is not strictly an indispensable party in the action to recover possession of the leased vehicles, he only needs to be impleaded as a pro-forma party to the suit, based on Section 4, Rule 4 of the Rules, which states:

Section 4. Spouses as parties. - Husband and wife shall sue or be sued jointly, except as provided by law.

Non-joinder of indispensable parties not ground to dismiss action

Even assuming that Glenn Go is an indispensable party to the action, we have held in a number of cases^[26] that the misjoinder or non-joinder of indispensable parties in a complaint is not a ground for dismissal of action. As we stated in *Macababba v. Masirag*:^[27]

Rule 3, Section 11 of the Rules of Court provides that neither misjoinder nor nonjoinder of parties is a ground for the dismissal of an action, thus:

Sec. 11. Misjoinder and non-joinder of parties. Neither misjoinder nor non-joinder of parties is ground for dismissal of an action. Parties may be dropped or added by order of the court on motion of any party or on its own initiative at any stage of the action and on such terms as are just. Any claim against a misjoined party may be severed and proceeded with separately.

In *Domingo v. Scheer*, this Court held that the proper remedy when a party is left out is to implead the indispensable party at any stage of the action. The court, either *motu proprio* or upon the motion of a party, may order the inclusion of the indispensable party or give the plaintiff opportunity to amend his complaint in order to include indispensable parties. If the plaintiff to whom the order to include the indispensable party is directed refuses to comply with the order of the court, the complaint may be dismissed upon motion of the defendant or upon the court's own motion. Only upon unjustified failure or refusal to obey the order to include or to amend is the action dismissed.

In these lights, the RTC Order of July 26, 2000 requiring plaintiff Karen Go to join her husband as a party plaintiff is fully in order.

Demand not required prior to filing of replevin action

In arguing that prior demand is required before an action for a writ of replevin is filed, Navarro apparently likens a replevin action to an unlawful detainer.

For a writ of replevin to issue, all that the applicant must do is to file an affidavit and bond, pursuant to Section 2, Rule 60 of the Rules, which states:

Sec. 2. Affidavit and bond.

The applicant must show by his own affidavit or that of some other person who personally knows the facts:

- (a) That the applicant is the owner of the property claimed, particularly describing it, or is entitled to the possession thereof;
- (b) That the property is wrongfully detained by the adverse party, alleging the cause of detention thereof according to the best of his knowledge, information, and belief;
- (c) That the property has not been distrained or taken for a tax assessment or a fine pursuant to law, or seized under a writ of execution or preliminary attachment, or otherwise placed under custodia legis, or if so seized, that it is exempt from such seizure or custody; and
- (d) The actual market value of the property.

The applicant must also give a bond, executed to the adverse party in double the value of the property as stated in the affidavit aforementioned, for the return of the property to the adverse party if such return be adjudged, and for the payment to the adverse party of such sum as he may recover from the applicant in the action.

We see nothing in these provisions which requires the applicant to make a prior demand on the possessor of the

property before he can file an action for a writ of replevin. Thus, prior demand is not a condition precedent to an action for a writ of replevin.

More importantly, Navarro is no longer in the position to claim that a prior demand is necessary, as he has already admitted in his Answers that he had received the letters that Karen Go sent him, demanding that he either pay his unpaid obligations or return the leased motor vehicles. Navarro's position that a demand is necessary and has not been made is therefore totally unmeritorious.

WHEREFORE, premises considered, we DENY the petition for review for lack of merit. Costs against petitioner Roger V. Navarro.

SO ORDERED.

Carpio, (Chairperson), Leonardo-De Castro, Del Castillo, and Abad, JJ., concur.

[1] Under Rule 45 of the 1997 Revised Rules of Civil Procedure; rollo, pp. 11-46.

[2] Penned by Associate Justice Eliezer R. De Los Santos, with the concurrence of Associate Justice Godardo A. Jacinto and Associate Justice Bernardo P. Abesamis (all retired); id. at 48-53.

[3] Id. at 55.

[4] Id. at 105-107.

[5] Id. at 108-109.

[6] Id. at 129-140.

[7] Id. at 143-154.

[8] Philippine Bank of Communications - Cagayan de Oro Branch Check No. 017020 dated January 1, 1998.

[9] Rollo, p. 155.

[10] Id. at 156.

[11] Id. at 179-181.

[12] Section 4. Spouses as parties. - Husband and wife shall sue or be sued jointly, except as provided by law.

[13] Supra note 2.

[14] Supra note 3.

[15] RULES OF COURT, Rule 3, Sec. 2.

[16] Sec. 1. Who may be parties. - Only natural or juridical persons or entities authorized by law may be parties in a civil action.

[17] 201 Phil. 369, 372-373 (1982).

[18] Id. at 372-373.

[19] Rollo, p. 185.

[20] Id. at 129 and 143.

[21] FAMILY CODE, Article 116; CIVIL CODE, Article 160.

[22] 445 Phil. 284, 293 (2003).

[23] Id. at 293.

[24] G.R. No. 160347, November 29, 2006, 508 SCRA 469.

[25] Id. at 486-488.

[26] Domingo v. Scheer, 466 Phil. 235 (2004); Vesagas, et al. v. Court of Appeals, et al., 422 Phil. 860 (2001); Salvador, et al. v. Court of Appeals, et al., 313 Phil. 36 (1995); Cuyugan v. Dizon, 79 Phil. 80 (1947); Alonso v. Villamor, 16 Phil. 315 (1910).

[27] G.R. No. 161237, January 14, 2009.

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