

JIN-JIN DELOS SANTOS, PETITIONER, VS. SPOUSES REYNATO D. SARMIENTO AND LENI C. SARMIENTO AND IA-JAN SARMIENTO REALTY, INC., RESPONDENTS.

G.R. NO. 154877. March 27, 2007

Ponente: AUSTRIA-MARTINEZ, J.

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AUSTRIA-MARTINEZ, J.:

This resolves the Petition for Review on Certiorari under Rule 45 of the Rules of Court assailing the August 20, 2002 Decision[1] of the Court of Appeals (CA) in CA-G.R. SP No. 69902.[2]

The facts are of record.

In a Contract to Buy and Sell[3] dated March 17, 1995 (contract to sell), Reynato Sarmiento and Leni Sarmiento (Spouses Sarmiento),[4] agreed to sell to Jin Jin Delos Santos (Santos) an 82-square meter residential lot identified as Lot 18, Block 2, located at IA-JAN Homes and registered under TCT. No. 95442. The purchase price was set at P824,000.00, P300,000.00 of which was paid by Santos to Spouses Sarmiento at the time of the execution of the contract, with the remaining balance to be paid within 5 years at a monthly amortization rate of P15,074.43.

Before the purchase price could be paid in full, Santos and Spouses Sarmiento entered into a Cancellation of Contract to Buy and Sell[5] (cancellation of contract) dated April 19, 1997, by virtue of which Spouses Sarmiento agreed to refund Santos P584,355.10 while the latter agreed to surrender possession of the residential lot to the former.

On July 14, 1999, Santos wrote Spouses Sarmiento, demanding refund of P760,000.00 with interest.[6] Spouses Sarmiento wrote back that they intend to refund the amount within 90 days.[7]

When Spouses Sarmiento failed to refund Santos, the latter filed with the Housing and Land Use Regulatory Board-Expanded National Capital Region Field Office (HLURB) a Complaint,[8] docketed as HLURB Case No. REM-102299-10723,[9] to enforce the cancellation of contract and demand payment of the refund plus interest and damages. The case was assigned to Arbiter Atty. Dunstan T. San Vicente (Arbiter San Vicente) who issued an Order[10] dated June 7, 2000, declaring respondents therein in default for failure to file an answer despite notice. It is noted, however, that the respondent named in the June 7, 2000 Order is IA-JAN Sarmiento Realty, Inc. (IJSRI), not Spouses Sarmiento.

IJSRI is actually the complainant in a case for specific performance filed against Santos before HLURB and docketed as REM-102299-10732.[11] In said case, IJSRI alleged in its Complaint[12] that it was the vendor in the contract to sell with Santos; that it received only 13 payments from Santos (or the total amount of P195,727.12) for which it issued corresponding IJSRI official receipts;[13] and that Santos defaulted, leaving an unpaid balance of P2,414,964.58.[14] The case was assigned to Arbiter Atty. Joselito Melchor (Arbiter Melchor).

In her Answer to the Complaint in REM-102299-10732,[15] Santos admitted that she entered into the contract to

sell with IJSRI and that she made payments to the latter for which she received IJSRI official receipts.[16] However, Santos insists that, in addition to the 13 payments itemized in the Complaint, she made 7 additional payments, all covered by official

receipts,[17] bringing her total payments to P866,602.35. Moreover, Santos argued that her obligations under the contract to sell had been extinguished by the execution of the cancellation of contract.[18]

It appears that Santos filed a motion[19] for consolidation of REM-102299-10723 and REM-102299-10732. IA-JAN opposed[20] the consolidation as improper for the two cases involve different sets of parties, specifically: while in REM-102299-10723 the complainant is Santos and the respondents are Spouses Sarmiento, in REM-102299-10732, the complainant is IA-JAN and the respondent is Santos.[21]

In an undated Order, [22] Arbiter San Vicente granted Santos's motion and directed that REM-102299-10723 and REM-102299-10732 be resolved in a consolidated judgment. However, Arbiter San Vicente later reversed himself in an Order[23] dated June 7, 2000 and directed that REM-102299-10732 be heard separately from REM-102299-10723.

Yet, in a Decision dated February 26, 2001, Arbiter Melchor treated REM-102299-10723 and REM-102299-10732 as still consolidated[24] and held:

WHEREFORE, premises considered, judgment is hereby rendered in favor of the respondent and ordering the complainant to pay to respondent as follows:

a) The amount of FIVE HUNDRED EIGHTY FOUR THOUSAND THREE HUNDRED FIFTY FIVE PESOS & 10/100 (P584,255.10) with eighteen percent (18%) per annum to be computed from the complainant's delay of payment dated October 15, 1997 until fully paid, and

b) The amount of FIFTY THOUSAND PESOS (P50,000.00) as damages and attorney's fees plus the costs of litigation.

SO ORDERED. [25]

HLURB Regional Director Octavio DG. Canta (Director Canta) approved the foregoing Decision.[26]

IJSRI filed a Petition for Review[27] with the HLURB Board of Commissioners (HLURB Board) but Arbiter Melchor, in an Order[28] dated February 26, 2002, dismissed the Petition for failure of IJSRI to attach an appeal bond. Director Canta approved the Order.

Upon a Petition for Certiorari and Mandamus[29] filed by IJSRI, the CA rendered the August 20, 2002 Decision assailed herein, the dispositive portion of which reads:

WHEREFORE, finding grave abuse of discretion on the part of public respondents Arbiter Melchor and Regional Director Obligation of the HLURB, the assailed Decision dated February 26, 2001 and Order dated February 26, 2002 are hereby VACATED and SET ASIDE. Accordingly, public respondents are hereby DIRECTED to dispose the cases REM 102999-10732 entitled "IA-JAN SARMIENTO REALTY, INCORPORATED, Complainant versus JIN-JIN DELOS SANTOS, Respondent" separately and independently, in keeping with the Order dated June 7, 2000 of Arbiter Dunstan San Vicente.

Without filing a motion for reconsideration from the CA Decision, petitioner Santos took the present recourse on three grounds:

- The Court of Appeals erred when it made a legal conclusion given the undisputed facts, that there was grave abuse of discretion when Arbiter Melchor rendered a consolidated decision on the two cases of Jin-Jin Delos Santos vs. Sps. Reynato D. Sarmiento/Leni C. Sarmiento and IA-JAN Sarmiento Realty vs. Jin-Jin Delos Santos,

even when the cases involved the same parties, same matters (contract to buy and sell, cancellation of contract, townhouse/lot and official receipts) and intimately related issues.

- The Court of Appeals erred when, in ruling to remand the consolidated cases for a separate and independent resolution, it made the legal conclusion, in clear disregard of the principle of "piercing the veil of corporate fiction". That the Spouses Sarmiento and their Sarmiento Realty Inc. have separate and distinct personalities, even when the undisputed fact is that the two respondents never considered themselves as independent and separate entities in their dealings with petitioner-"purchaser".

- The Court of Appeals erred when it made a legal conclusion given the admitted facts, that there was grave abuse of discretion when Arbiter Melchor dismissed the Petition for Review of respondent IA-JAN Sarmiento Realty, Inc. even when there was failure to attach the required appeal bond and which failure is a ground for such dismissal.[30]

Before we even begin to consider the foregoing issues, the Court takes cognizance of a pivotal question of lack of jurisdiction over the subject matter, a deficiency patent on the face of the records. We resolve this issue *motu proprio*, even if it was not raised by the parties nor threshed out in their pleadings,[31] for to let it pass would result in the conferment of jurisdiction to the HLURB by the mere oversight of the parties, the agency concerned and the CA.[32]

The scope and limitation of the jurisdiction of the HLURB is well-defined. Its precursor, the National Housing Authority (NHA), was vested under Presidential Decree (P.D.) No. 957[33] with exclusive jurisdiction to

regulate the real estate trade and business,[34] specifically the registration of subdivision or condominium projects[35] and dealers, brokers and salesmen of subdivision lots or condominium units;[36] issuance[37] and suspension[38] of license to sell; and revocation of registration certificate[39] and license to sell.[40] Its jurisdiction was later expanded under Presidential Decree (P.D.) No. 1344[41] of April 2, 1978, to include adjudication of the following cases:

Sec. 1. In the exercise of its function to regulate the real estate trade and business and in addition to its powers provided for in Presidential Decree No. 957, the National Housing Authority shall have exclusive jurisdiction to hear and decide cases of the following nature:

- Unsound real estate business practices;
- Claims involving refund and any other claims filed by subdivision lot or condominium unit buyer against the project owner, developer, dealer, broker or salesman; and
- Cases involving specific performance of contractual and statutory obligations filed by buyers of subdivision lot or condominium unit against the owner, developer, broker or salesman. (Emphasis ours.)

By virtue of Executive Order No. 648,[42] the Human Settlements Regulatory Commission (HSRC) was created to regulate zoning and land use and development[43] and to assume the regulatory and adjudicatory functions of NHA.[44] HSRC was later renamed HLURB under Executive Order No. 90.[45]

At present, therefore, it is clear that the jurisdiction of the HLURB to hear and decide cases is determined by the nature of the cause of action, the subject matter or property involved and the parties.

The cases over which HLURB has jurisdiction are those arising from either unsound real estate business practices, or claims for refund or other claims filed by subdivision lot or condominium unit buyers against the project owner, developer, dealer, broker or salesman, or demands for specific performance of contractual and statutory obligations filed by buyers of subdivision lots or condominium units against the owner, developer,

broker or salesman.[46]

In addition, these cases must involve a subdivision project, subdivision lot, condominium project or condominium unit. A subdivision project or subdivision lot is defined under Sec. 2 of P.D. No. 957, thus:

Section 2 x x x

d) Subdivision project - "Subdivision project" shall mean a tract or a parcel of land registered under Act No. 496 which is partitioned primarily for residential purposes into individual lots with or without improvements thereon, and offered to the public for sale, in cash or in installment terms. It shall include all residential, commercial, industrial and recreational areas as well as open spaces and other community and public areas in the project.

e) Subdivision lot. - "Subdivision lot" shall mean any of the lots, whether residential, commercial, industrial, or recreational, in a subdivision project.

In quite a number of cases, we declared the HLURB without jurisdiction where the complaint filed did not allege that the property involved is a subdivision or condominium project or a subdivision lot or condominium unit.[47] In fact, in *Javellana v. Presiding Judge*,[48] we were not satisfied with a mere reference in the contract to sell to the property as a "regular subdivision project." We observed:

A reading of the complaint does not show that the subject lot was a subdivision lot which would fall under the jurisdiction of the HLURB. The complaint clearly described the subject lot as Lot No. 44, Plan 15 with an area of 139.4 sq. meters situated in the District of Sampaloc covered by Transfer Certificate of Title No. 131305 of the Registry of Deeds of Manila. We note that such description was used when referring to the subject lot. What appears from the complaint was the fact that the subject lot was sold to petitioners in an ordinary sale of a lot on installment basis; that petitioners allegedly defaulted in the payment of their monthly installments for which reason respondent seeks to recover possession thereof. Thus, the trial court has jurisdiction over the case.

Going back to the jurisdictional requirements, it is also important that, with reference to cases arising from a claim for refund or specific performance, said cases must be filed by the subdivision lot or condominium unit buyer or owner against the subdivision or condominium project owner, developer, broker or salesman. Cases filed by buyers or owners of property which is not alleged to be a subdivision or condominium property do not fall within the jurisdiction of the HLURB for the complainants in said cases are treated as ordinary real estate buyers or owners, not subdivision or condominium buyers or owners.[49]

What about cases filed by subdivision or condominium project owners or developers against their buyers? The rules on this matter differ.

The general rule is stated in *Pilar Development Corporation v. Villar*[50] and *Suntay v. Gocolay*[51] where we held that the HLURB has no jurisdiction over cases filed by subdivision or condominium owners or developers against subdivision lot or condominium unit buyers or owners. The rationale behind this can be found in the wordings of Sec. 1, P.D. No. 1344, which expressly qualifies that the cases cognizable by the HLURB are those instituted by subdivision or condominium buyers or owners against the project developer or owner. This rationale is also expressed in the preambles of P.D. No. 957 and P.D. No. 1344 which state that the policy of the law is to curb unscrupulous practices in real estate trade and business.[52]

The only instance that HLURB may take cognizance of a case filed by the developer is when said case is instituted as a compulsory counterclaim to a pending case filed against it by the buyer or owner of a subdivision lot or condominium unit. We allowed this in *Francel Realty Corporation v. Sycip* in order to forestall splitting of causes of action.

To summarize, not every case involving buyers and sellers of real estate may be filed with the HLURB. Its jurisdiction is limited to those cases filed by the buyer or owner of a subdivision or condominium and based on any of the causes of action enumerated under Section 1 of P.D. No. 1344, and which jurisdictional facts must be clearly alleged in the complaint.

Set against the foregoing requirements, it is plain that the HLURB has no jurisdiction over REM-102299-10723 and REM-102299-10732.

Mere reference to the contract to sell, which forms part of the Complaints in REM-102299-10723 and REM-102299-10732, reveals that the property subject matter of the case is not a subdivision lot in the contemplation of P.D. No. 957. While the contract describes the residential lot as found in IA-JAN Homes, there is nothing that would indicate that said area has been partitioned or developed as a subdivision or that it was registered with the HLURB as a subdivision project. It is absolutely silent on whether the vendors Spouses Sarmiento are subdivision owners or that IJSRI is a subdivision developer or that the vendee Santos is the buyer or owner of a subdivision lot. The parties are ordinary sellers and buyer of a common real property.

It may be that REM-102299-10723 arose from Santos's claim for refund under the contract of cancellation, which is a cause of action ordinarily cognizable by the HLURB under Sec. 1 (b), P.D. No. 1344. But then, the same provision expressly qualifies that the claim for refund, to be cognizable by the HLURB, must involve a subdivision or condominium property and that it be filed by a "subdivision lot or condominium unit buyer against the project owner, developer, dealer, broker or salesman." In *Lacson Hermanas, Inc. v. Heirs of Cenon Ignacio*,^[53] we held that the regular courts, not the HLURB, have jurisdiction over actions to enforce a contract to sell involving real property which is not alleged nor established to be a subdivision or condominium property. Also, in *Kakilala v. Faraon*,^[54] the buyer of a real property sued the seller before the HLURB for "Specific Performance for Non-development and Damages." While non-development falls under Sec. 1 (c) of P.D. No. 1344, we held that the HLURB has no jurisdiction to hear and decide the case because it was never alleged that the property involved is a subdivision or condominium and that the parties are subdivision or condominium buyer and developer/owner.

As to its Complaint in REM-102299-10732, IJSRI does not claim to be registered and licensed with the HLURB to engage in the development and sale of subdivision lots. It merely attached to its Complaint a copy of its Articles of Incorporation with the Securities and Exchange Commission which states that its purpose is to acquire, own, use, improve, develop, subdivide, sell, mortgage, exchange, lease and hold for investment or otherwise real estate of all kinds. There is no hint that it is a subdivision developer or owner. Moreover, except for a bare description of the residential lot being located at IA-JAN Homes, there is no allegation that said property is a subdivision lot or "part of a tract of land partitioned primarily for residential purposes into individual lots and offered to the public for sale x x x [and which] includes recreational areas and open spaces."^[55]

Worse, REM-102299-10732 is a case instituted by IJSRI, purportedly as a subdivision owner. As we said, HLURB is not a collection agency that real estate businesses can employ to exact payment from their clients. Its mandate is to police real estate trade and business to protect the buying public. It cannot entertain cases instituted by developers against their buyers,^[56] unless the case is filed as a compulsory counterclaim as contemplated in *Francel Realty Corp. v. Sycip*. Assuming IJSRI to be a subdivision owner, its case (REM-102299-10732), which was filed separately from REM-102299-10723, should not have been entertained by the HLURB.

In sum, the HLURB erred in taking cognizance of both REM-102299-10723 and REM-102299-10732, and in rendering the February 26, 2001 Decision and February 26, 2002 Order. Although the CA acted correctly in setting aside said decision and order, the proper disposition of the cases is not their remand to the HLURB for

separate hearing but their outright dismissal for lack of jurisdiction.

With the foregoing disquisition, the issues raised in the present Petition need no longer be resolved.

WHEREFORE, the petition is GRANTED. The August 20, 2002 Decision of the Court of Appeals is SET ASIDE while the February 26, 2001 Decision and February 26, 2002 Order of the Housing and Land Use Regulatory Board are also SET ASIDE. REM-102299-10723 and REM-102299-10732 are DISMISSED without prejudice to the filing of the cases in the proper court.

No costs.

SO ORDERED.

Ynares-Santiago,(Chairperson), Callejo, Sr., Chico-Nazario, and Nachura, JJ., concur.

[1] Penned Associate Justice Remedios A. Salazar-Fernando and concurred in by Associate Justices Romeo J. Callejo, Sr. (now a member of the Court) and Danilo B. Pine; rollo, pp. 40-49.

[2] Entitled "IA-JAN Sarmiento Realty, Inc., Petitioner, versus Joselito Melchor, in his capacity as Arbiter of the Housing and Land Use Regulatory Board (HLURB), Jesse A. Obligacion, in his capacity as Regional Director, Expanded National Capital Region Field Office, HLURB, the Board of Commissioners, HLURB, and Jin-Jin Delos Santos, Respondents"; id. at 40.

[3] Rollo, p. 91.

[4] It is noted that the contract to sell is written on stationery bearing the letter-head IA-JAN Sarmiento Realty, Inc. (IJSRI) but the owners-sellers designated therein are Spouses Sarmiento.

[5] Id. at 122.

[6] Id. at 127.

[7] Id. at 128.

[8] No copy can be found in the records.

[9] The case has varying titles. In HLURB's February 26, 2001 Decision (CA rollo, p. 34) and February 26, 2002 Order (id. at 31), the case is entitled "Jin-Jin Delos Santos, Complainant, versus Renato D. Sarmiento & Leni Sarmiento, Respondents" while in HLURB's undated Consolidation Order (rollo, p. 148) and June 7, 2000 Order (id. at 151), the case is entitled "Jin-Jin Delos Santos, Complainant, versus IA-JAN Sarmiento Realty, Inc., Respondents."

[10] Id. at 151.

[11] Entitled "AI-JAN Sarmiento Realty, Inc., Complainant, versus Jin-Jin Delos Santos, Defendant."

[12] Rollo, p. 85.

[13] The payments were itemized, thus:

April 17, 1995 Official Receipt No. 236 P15,074.43

June 13, 1995 Official Receipt No. 159 P15,074.43

August 7, 1995 Official Receipt No. 184 P15,074.43

August 15, 1995 Official Receipt No. 188 P15,074.43

October 18, 1995 Official Receipt No. 302 P15,000.00

November 17, 1995 Official Receipt No. 311 P15,000.00

February 9, 1996 Official Receipt No. 337 P15,075.00

February 13, 1996 Official Receipt No. 329 P15,000.00

March 13, 1996 Official Receipt No. 338 P15,080.00

May 17, 1996 Official Receipt No. 350 P15,080.00

June 14, 1996 Official Receipt No. 413 P15,080.00

November 29, 1996 Official Receipt No. 490 P15,067.20

February 18, 1997 Official Receipt No. 667 P15,067.20

(Rollo, 94-106)

[14] Id. at 86-87.

[15] Id. at 115.

[16] Paragraphs 1 and 2, Answer, id.

[17] Annex "2" Official Receipt No. 142 January 14, 1995 P 20,000.00

Annex "3" Official Receipt No. 221 March 17, 1995 P280,000.00

Annex "4" Official Receipt No. 222 March 17, 1995 P 15,000.00

Annex "5" Official Receipt No. 166 June 26, 1995 P 88,555.00

Annex "6" Official Receipt No. 301 October 12, 1995 P 40,000.00

Annex "7" Official Receipt No. 415 June 20, 1996 P186,605.23

Annex "8" Official Receipt No. 473 October 14, 1996 P 40,715.00

(Rollo, pp. 124-126)

[18] Answer, rollo, p. 116.

[19] No copy can be found in the records.

[20] CA rollo, p. 182.

[21] Id. at 183.

[22] Rollo, p. 148.

[23] Id. at 150.

[24] First paragraph, February 26, 2001, HLURB Decision, CA rollo, p. 34.

[25] CA rollo, p. 34.

[26] Id. at 39.

[27] Id. at 117.

[28] Id. at 31.

[29] Petition, CA rollo, p. 2.

[30] Petition, rollo, pp. 14-15.

[31] Filoteo, Jr. v. Sandiganbayan, 331 Phil. 531, 568-569 (1996); Government v. American Surety Co., 11 Phil. 203 (1908).

[32] Katon v. Palanca, Jr., G.R. No. 151149, September 7, 2004, 437 SCRA 565, 573-574, citing Gumabon v. Larin, 422 Phil. 222, 230-231 (2001).

[33] "Subdivision and Condominium Buyer's Protective Decree" effective July 12, 1976.

[34] Section 3. National Housing Authority - The National Housing Authority shall have exclusive jurisdiction to regulate the real estate trade and business in accordance with the provisions of this Decree.

[35] Section 4. Registration of Projects - The registered owner of a parcel of land who wishes to convert the same into a subdivision project shall submit his subdivision plan to the Authority which shall act upon and approve the same upon a finding that the plan complies with the Subdivision Standards and Regulations enforceable at the time the plan is submitted. The same procedure shall be followed in the case of a plan for a condominium project except that, in addition, said Authority shall act upon and approve the plan with respect to the building or buildings included in the condominium projects in accordance with the National Building Code (R.A. 6541) x x x.

[36] Section 11. Registration of Dealers, Brokers and Salesmen - No real estate dealer, broker or salesman shall engage in the business of selling subdivision lots or condominium units unless he has registered himself with the Authority in accordance with the provisions of this section xxx.

[37] Section 5. License to Sell - Such owner or dealer to whom has been issued a registration certificate shall not, however, be authorized to sell any subdivision lot or condominium unit in the registered project unless he shall have first obtained a license to sell the project within two weeks from the registration of such project x x x.

[38] Section 8. Suspension of License to Sell - Upon verified complaint by a buyer of a subdivision lot or a condominium unit or by any interested party, the Authority may, in its discretion, immediately suspend the owner's or dealer's license to sell pending investigation and hearing of the case as provided in Section 13 hereof x x x.

[39] Section 12. Revocation of Registration as Dealers, Brokers and Salesmen - Registration under the preceding section may be refused or any registration granted thereunder, revoked by the Authority x x x.

[40] Section 9. Revocation of Registration Certificate and License to Sell - The Authority may, motu proprio or upon verified complaint filed by a buyer of a subdivision lot or condominium unit, revoke the registration of any subdivision project or condominium project and the license to sell of any subdivision lot or condominium unit in said project x x x.

[41] "Empowering the National Housing Authority to Issue Writ of Execution in the Enforcement of its Decision under Presidential Decree No. 957."

[42] "Reorganizing the Human Settlements Regulatory Commission" effective February 7, 1981.

[43] As enumerated under Sections 4 and 5, Article IV.

[44] Section 8, Article VII of E.O. No. 468 reads:

Section 8. Transfer of Functions - The regulatory functions of the National Housing Authority pursuant to Presidential Decrees No. 957, 1216, 1344 and other related laws are hereby transferred to the Commission, together with such applicable personnel, appropriation, records, equipment and property necessary for the enforcement and implementation of such functions. Among these regulatory functions are: (1) Regulation of the real estate trade and business; (2) Registration of subdivision lots and condominium projects; (3) Issuance of license to sell subdivision lots and condominium units in the registered units; (4) Approval of performance bond and the suspension of license to sell; (5) Registration of dealers, brokers and salesmen engaged in the business of selling subdivision lots or condominium units; (6) Revocation of registration of dealers, brokers and salesmen; (7) Approval of mortgage on any subdivision lot or condominium unit made by the owner or developer; (8) Granting of permits for the alteration of plans and the extension period for completion of subdivision or condominium projects; (9) Approval of the conversion to other purposes of roads and open spaces found within the project which have been donated to the city or municipality concerned; (10) Regulation of the relationship between lessors and lessees; and (11) Hear and decide cases on unsound real estate business practices; claims involving refund filed against project owners, developers, dealers, brokers or salesmen, and cases of specific performance. (Emphasis ours.)

[45] "Identifying the Government Agencies Essential for the National Shelter Program And Defining their Mandates, Creating the Housing and Urban Development Coordinating Council, Rationalizing Funding Sources and Lending Mechanisms for Home Mortgages and for Other Purposes" effective December 17, 1986.

[46] *Arranza v. BF Homes, Inc.*, 389 Phil. 318, 330 (2000); *HLC Construction and Development Corporation v. Emily Homes Subdivision Homeowners Association*, 458 Phil. 392, 399-400 (2003); *Home Bankers Savings & Trust Co. v. Court of Appeals*, G.R. No. 128354, April 26, 2005, 457 SCRA 167, 181; *Bank of the Philippine Islands v. ALS Management & Development Corp.*, G.R. No. 151821, April 14, 2004, 427 SCRA 564, 574..

[47] *Lacson Hermanas, Inc. v. Heirs of Cenon Ignacio*, G.R. No. 165973, June 29, 2005, 462 SCRA 290, 296-297; *Javellana v. Hon. Presiding Judge, RTC, Branch 30, Manila*, G.R. No. 139067, November 23, 2004, 443 SCRA 497, 506-507.

[48] *Javellana case*, *id.* note 47, at 506-507.

[49] *Sps. Magat v. Sps. Delizo*, 413 Phil. 24, 30 (2001).

[50] G.R. No. 158840, October 27, 2006.

[51] G.R. No. 144892, September 23, 2005, 470 SCRA 627, 634. See also *Roxas v. Court of Appeals*, 439 Phil. 966, 977 (2002) and *Que v. Court of Appeals*, 393 Phil. 922 (2000).

[52] *Francel Realty Corp. v. Sycip*, G.R. No. 154684, September 8, 2005, 469 SCRA 424, 437-438.

[53] *Supra* note 47, at 296.

[54] G.R. No. 143233, October 18, 2004, 440 SCRA 414.

[55] *Sps. Kakilala v. Faraon*, *id.* at 421.

[56] *Francel Realty Corp. v. Sycip*, *supra* note 52, at 433.

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