

**EMILIANA G. PEÑA, AMELIA C. MAR, AND CARMEN REYES,
PETITIONERS, VS. SPOUSES ARMANDO TOLENTINO AND LETICIA
TOLENTINO, RESPONDENTS.**

G.R. No. 155227-28. February 09, 2011

Ponente: BERSAMIN, J.

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BERSAMIN, J.:

By petition for review on certiorari, the petitioners appeal the adverse decision promulgated by the Court of Appeals (CA) on March 31, 2000, [1] and the resolution issued on August 28, 2002 (denying their motion for reconsideration).[2]

Antecedents

The petitioners are lessees of three distinct and separate parcels of land owned by the respondents, located in the following addresses, to wit: Carmen Reyes, 1460 Velasquez, Tondo, Manila; for Amelia Mar, 479 Perla, Tondo, Manila; and for Emiliana Peña, 1461 Sta. Maria, Tondo, Manila.

Based on the parties' oral lease agreements, the petitioners agreed to pay monthly rents, pegged as of October 9, 1995 at the following rates, namely: for Carmen Reyes, P570.00; for Amelia Mar, P840.00; and for Emiliana Peña, P480.00.

On August 15, 1995, the respondents wrote a demand letter to each of the petitioners, informing that they were terminating the respective month-to-month lease contracts effective September 15, 1995; and demanding that the petitioners vacate and remove their houses from their respective premises, with warning that should they not heed the demand, the respondents would charge them P3,000.00/month each as reasonable compensation for the use and occupancy of the premises from October 1, 1995 until they would actually vacate.

After the petitioners refused to vacate within the period allowed, the respondents filed on October 9, 1995 three distinct complaints for ejectment against the petitioners in the Metropolitan Trial Court (MeTC) of Manila. The three cases were consolidated upon the respondents' motion.

In their respective answers, the petitioners uniformly contended that the respondents could not summarily eject them from their leased premises without circumventing Presidential Decree (P.D.) No. 20 and related laws.

During the preliminary conference, the parties agreed on the following issues:[3]

- Whether or not each of the petitioners could be ejected on the ground that the verbal contract of lease had expired; and
- Whether or not the reasonable compensation demanded by the respondents was exorbitant or unconscionable.

Ruling of the MeTC

On May 17, 1996, the MeTC ruled in favor of the respondents,[4] viz:

WHEREFORE, judgment is rendered in favor of the plaintiff spouses:

1. Ordering defendant Emiliana Peña in Civil Case No. 149598-CV to immediately vacate the lot located at 1461 Sta. Maria, Tondo, Manila, and surrender the possession thereof to the plaintiff spouses; to pay the latter the amount of P2,000.00 a month as reasonable compensation for the use and occupancy of the premises from 1 October 1995 until the same is finally vacated; to pay the plaintiff spouses the amount of P5,000.00 as attorney's fees; and to pay the costs of suit;
2. Ordering the defendant Amelia Mar in Civil Case No. 149599-CV to immediately vacate the lot situated at 479 Perla St., Tondo, Manila, and surrender possession thereof to the plaintiff spouses; to pay the latter the amount of P2,500.00 per month as reasonable compensation for the use and occupancy of the premises from 1 October 1995 until the same is finally vacated; to pay the plaintiff spouses the amount of P5,000.00 as attorney's fees; and to pay the costs of suit; and
3. Ordering the defendant Carmen Reyes in Civil Case No. 149601-CV to immediately vacate the lot with address at 1460 Velasquez Street, Tondo, Manila, and surrender possession thereof to the plaintiff spouses; to pay the latter the amount of P2,0500.00 (sic) a month as reasonable compensation for the use and occupancy of the leased premises from 1 October 1995 until the same is finally vacated; to pay the plaintiff-spouses the amount of P5,000.00 as attorney's fees; and to pay the costs of suit; and

SO ORDERED.

The MeTC explained in its decision:

Defendants themselves categorically state that the rentals on the respective lots leased to them were paid every month. xxx Pertinent to the cases, thus, is the Supreme Court ruling in the case of *Acab, et. al. vs Court of Appeals* (G.R. No. 112285, 21 February 1995) that lease agreements with no specified period, but in which rentals are paid monthly, are considered to be on a month-to-month basis. They are for a definite period and expire after the last day of any given thirty day period of lease, upon proper demand and notice of lessor to vacate, and in which case, there is sufficient cause for ejectment under Sec. 5(f) of *Batas Pambansa 877*, that is, the expiration of the period of the lease contract.

Ruling of the RTC

On appeal, the Regional Trial Court (RTC) modified the MeTC's decision,[5] viz:

WHEREFORE, premises considered, judgment is hereby rendered modifying the decision appealed from as follows:

- a. Defendants having stayed in the leased premises for not less than thirty (30) years, instead of being on a month-to-month basis, the lease is fixed for a term of two (2) years reckoned from the date of this decision.
- b. Upon expiration of the term of the lease, defendants shall demolish their respective houses at their own expense and vacate the leased premises;
- c. The lease being covered by the Rent Control Law, defendants shall continue to pay the old monthly rental to be gradually increased in accordance with said law;
- d. Both parties shall pay their respective counsels the required attorney's fees; and
- e. To pay the costs of the suit.

SO ORDERED.

The RTC affirmed the MeTC's holding that the leases expired at the end of every month, upon demand to vacate by the respondents; but decreed based on the authority of the court under Article 1687 of the Civil Code to fix a

longer term that the leases were for two years reckoned from the date of its decision, unless extended by the parties pursuant to the law and in keeping with equity and justice, considering that the respondents had allowed the petitioners to construct their own houses of good materials on the premises, and that the petitioners had been occupants for over 30 years.

Ruling of the CA

Both parties appealed by petition for review.[6]

The petitioners' petition for review was docketed as C.A.-G.R. SP NO. 44172; that of the respondents' was docketed as C.A.-G.R. SP No. 44192. Nonetheless, the separate appeals were consolidated on November 20, 1997.[7]

On March 31, 2000, the CA promulgated its decision,[8] thus:

WHEREFORE, judgment is rendered SETTING ASIDE the decision of the RTC, Branch 26, Manila and REINSTATING the decision of the MTC, Branch 3, Manila with the modification that the defendants shall pay their respective agreed rentals which may be gradually increased in accordance with the Rent Control Law for the use and occupancy of the premises from 1 October 1995 until the same is finally vacated.

SO ORDERED.

The petitioners sought reconsideration, but the CA denied their motion for reconsideration on August 28, 2002, and granted the respondents' motion for execution pending appeal and ordered the MeTC to issue a writ of execution to enforce the judgment pending appeal.

Issues

Hence, this appeal to the Court, whereby the petitioners urge the following grounds,[9] to wit:

- THE EJECTMENT OF HEREIN PETITIONERS FROM THE SAID LEASED PREMISES IS VIOLATIVE OF P.D. NO. 20
- HEREIN PETITIONER CANNOT BE EJECTED FROM THE SUBJECT LEASED PROPERTY WITHOUT CLEARLY VIOLATING THE URBAN LAND REFORM CODE (P.D. 1517) AND R.A. 3516.

Ruling of the Court

The petition lacks merit.

1.

Were the contracts of lease
for an indefinite period?

The petitioners contend that their lease contracts were covered by P.D. No. 20,[10] which suspended paragraph 1 of Article 1673,[11] Civil Code; that as a result, the expiration of the period of their leases was no longer a valid ground to eject them; and that their leases should be deemed to be for an indefinite period.

In refutation, the respondents argue that P.D. 20 suspended only Article 1673, not Article 1687,[12] Civil Code; that under Article 1687, a lease on a month-to-month basis was a lease with a definite period; and that the petitioners could be ejected from the leased premises upon the expiration of the definite period, particularly as a demand to that effect was made.

The petitioners' contention is erroneous.

First of all, the petitioners' reliance on P.D. 20 is futile and misplaced because that law had no application to their cause. They ignored that Batas Pambansa Blg. 25,[13] approved on April 10, 1979 and effective immediately, had expressly repealed P.D. 20 pursuant to its Section 10.[14]

For the enlightenment of the petitioners in order to dispel their confusion, the following brief review of the rental laws that came after P.D. 20 and B.P. Blg. 25 is helpful.

B.P. Blg. 25 remained in force for five years, after which P.D. 1912[15] and B.P. Blg. 867 were enacted to extend the effectivity of B.P. Blg. 25 for eight months and six months, respectively. When the extension of B.P. Blg. 25 ended on June 30, 1985, a new rental law, B.P. Blg. 877,[16] was enacted on July 1, 1985. B.P. Blg. 877, although initially effective only until December 31, 1987, came to be extended up to December 31, 1989 by Republic Act No. 6643.[17] Subsequently, Congress passed R.A. No. 7644[18] to further extend the effectivity of B.P. Blg. 877 by three years. Finally, R.A. No. 8437[19] extended the rent control period provided in B.P. Blg. 877 from January 1, 1998 up to December 31, 2001.

It is clear, therefore, that B.P. Blg. 877 was the controlling rental law when the complaints against the petitioners were filed on October 9, 1995.

We note that on January 1, 2002, R.A. No. 9161[20] took effect. Its Section 7(e) provided that the expiration of the period of the lease contract was still one of the grounds for judicial ejectment. Also, its Section 10 provided for the suspension of paragraph 1 of Article 1673 of the Civil Code, which was similar to Section 6 of B.P. Blg. 877, quoted hereunder:

Sec. 6 Application of the Civil Code and Rules of Court of the Philippines - Except when the lease is for a definite period, the provisions of paragraph (1) of Article 1673 of the Civil Code of the Philippines, insofar as they refer to residential units covered by this Act shall be suspended during the effectivity of this Act, but other provisions of the Civil Code and the Rules of Court on lease contracts, insofar as they are not in conflict with the provisions of the Act shall apply.

In several rulings,[21] the Court held that Section 6 of B.P. Blg. 877 did not suspend the effects of Article 1687 of the Civil Code; and that the only effect of the suspension of paragraph 1, Article 1673 of the Civil Code was that, independently of the grounds for ejectment enumerated in B.P. Blg. 877, the owner/lessor could not eject the tenant by reason of the expiration of the period of lease as fixed or determined under Article 1687 of the Civil Code. Consequently, the determination of the period of the lease could still be made in accordance with Article 1687.

Under Section 5 (f) of B.P. Blg. 877,[22] the expiration of the period of the lease is among the grounds for judicial ejectment of a lessee. In this case, because no definite period was agreed upon by the parties, their contracts of lease being oral, the leases were deemed to be for a definite period, considering that the rents agreed upon were being paid monthly, and terminated at the end of every month, pursuant to Article 1687.[23] In addition, the fact that the petitioners were notified of the expiration of the leases effective September 15, 1995 brought their right to stay in their premises to a definite end as of that date.[24]

2

May petitioners validly raise their
alleged rights under P.D. 1517, R.A. 3516
and P.D. 2016 for the first time on appeal?

The petitioners contend that the decisions of the MeTC, RTC, and CA were contrary to law; that they held the right of first refusal to purchase their leased premises pursuant to Sections 6 of P.D. 1517,[25] because they had

resided on the leased lots for almost 40 years, even before the respondents purchased the properties from the former owners, and because they had erected their own apartments on the leased lots; that under Section 5 of R.A. No. 3516,[26] a lessor was prohibited from selling the leased premises to any person other than his lessee, without securing the latter's written renunciation of his right of first refusal to purchase the leased property; and that Section 2 of P.D. 2016[27] likewise protected them.

The respondents counter that the petitioners could not validly raise the applicability of the cited laws for the first time in this Court, without violating their right to due process.

In reply, the petitioners posit that the provisions of P.D. 1517 and R.A. No. 3516, although cited for the first time only on appeal, were always presumed to be part of their affirmative or special defenses; that the lower courts were bound to take judicial notice of and should render decisions consistent with said provisions of law; that the Court was also clothed with ample authority to review matters even if not assigned as errors on appeal if it found that their consideration was necessary to arrive at a just determination of a case; and that Section 8 of Rule 51 of the Rules of Court authorizes the Court to consider and resolve a plain error, although not specifically assigned, for, otherwise, substance may be sacrificed for technicalities.

We cannot side with the petitioners.

Firstly, the petitioners appear to have known of their supposed right of first refusal even before the respondents came to acquire the leased premises by purchase. They implied so in their petition for review filed on May 30, 1997 in the CA:[28]

xxx It must also be borne in mind herein that the said petitioners had started occupying the said property even before the same was purchased by the herein private respondents. In fact, the said sale should even be considered as illegal if not null and void from the very beginning because the herein petitioners were not even properly informed of the said sale considering that under the Urban Land Reform Code they even have the right of first refusal over the said property. The public respondent should also consider the said fact in resolving to give a longer period of lease to the herein petitioners and certainly not for two (2) years only. Of course it would be a different matter if the public respondent himself (RTC) had at least convinced if not goaded the herein private respondents to compensate the petitioners for the value of the improvements introduced on the said leased premises in the interest of equity, fairness and justice. We submit to this Honorable Court that the herein petitioners should be allowed to enjoy their said improvements for a period of at least five (5) years before they can be ejected from the said leased premises.

Yet, the petitioners did not invoke their supposed right of first refusal from the time when the respondents filed their complaints for ejectment against them on October 9, 1995 until they brought the present recourse to this Court. Neither did they offer any explanation for their failure to do so. It is notable that the only defense they raised is that their eviction from the premises on the sole ground of expiration of the lease contract violated R.A. No. 9161.

Moreover, the petitioners did not also assert their supposed right of first refusal despite the respondents informing them (through their position paper filed in the MeTC on March 21, 1996)[29] that they had terminated the petitioners' leases because they were intending to sell the premises to a third person. In fact, as the records bear out, the only reliefs the petitioners prayed for in the MTC, RTC, and CA were the extension of their leases, and the reimbursement by the respondents of the values of their improvements.[30] It is inferable from the petitioners' silence, therefore, that they had neither the interest nor the enthusiasm to assert the right of first refusal.

Secondly, the petitioners are precluded from invoking their supposed right of first refusal at this very late stage after failing to assert it within a reasonable time from the respondents' purchase of the respective properties where

their premises were respectively located. The presumption that they had either abandoned or declined to assert their rights becomes fully warranted.[31]

Thirdly, it is clear that the petitioners are changing their theory of the case on appeal. That change is impermissible on grounds of its elemental unfairness to the adverse parties, who would now be forced to adapt to the change and to incur additional expense in doing so. Besides, such a change would effectively deprive the lower courts of the opportunity to decide the merits of the case fairly. It is certainly a basic rule in appellate procedure that the trial court should be allowed the meaningful opportunity not only to consider and pass upon all the issues but also to avoid or correct any alleged errors before those issues or errors become the basis for an appeal.[32] In that regard, the Court has observed in *Carantes v. Court of Appeals*: [33]

The settled rule is that defenses not pleaded in the answer may not be raised for the first time on appeal. A party cannot, on appeal, change fundamentally the nature of the issue in the case. When a party deliberately adopts a certain theory and the case is decided upon that theory in the court below, he will not be permitted to change the same on appeal, because to permit him to do so would be unfair to the adverse party.

Indeed, the settled rule in this jurisdiction, according to *Mon v. Court of Appeals*, [34] is that a party cannot change his theory of the case or his cause of action on appeal. This rule affirms that "courts of justice have no jurisdiction or power to decide a question not in issue." Thus, a judgment that goes beyond the issues and purports to adjudicate something on which the court did not hear the parties is not only irregular but also extrajudicial and invalid.[35] The legal theory under which the controversy was heard and decided in the trial court should be the same theory under which the review on appeal is conducted. Otherwise, prejudice will result to the adverse party. We stress that points of law, theories, issues, and arguments not adequately brought to the attention of the lower court will not be ordinarily considered by a reviewing court, inasmuch as they cannot be raised for the first time on appeal.[36] This would be offensive to the basic rules of fair play, justice, and due process.[37]

Lastly, the issue of whether the leased premises were covered by P. D. 1517 or not is truly a factual question that is properly determined by the trial court, not by this Court due to its not being a trier of facts.

3

CA's reinstatement of MeTC's decision
on the ejectment of petitioners is sustained,
subject to modification on rentals

Although the CA correctly reinstated the MeTC's decision as far as it ordered the petitioners' ejectment from the leased premises, we cannot uphold its modification by requiring the petitioners instead to pay their "respective agreed rentals which shall be gradually increased in accordance with the Rent Control Law for the use and occupancy of the premises from 1 October 1995 until the same is finally vacated" without any elucidation of the reasons for ordering the payment of agreed rentals for the use and occupancy of the premises in lieu of the MeTC's requiring the petitioners to pay reasonable compensation.

It is true that the MeTC had not also given any justification for fixing reasonable compensation in the respective amounts found in the dispositive portion of its decision, instead of rentals. However, we discern that the MeTC had taken off from the demand letters of the respondents to each of the petitioners, which included the warning to them that should they refuse to vacate as demanded they would each be charged P3,000.00/month as reasonable compensation for the use and occupancy of the premises from October 1, 1995 until they would actually vacate. We opt not to disturb the MeTC's holding on reasonable compensation, in lieu of agreed rentals, considering that the petitioners did not raise any issue against it, and considering further that the CA did not find any error committed by the MeTC as to that. At any rate, it is worthy to note that the award of reasonable compensation, not

rentals, is more consistent with the conclusion of the MeTC that the leases of the petitioners had expired. Indeed, to peg the respondents' monetary recovery to the unadjusted rentals, instead of reasonable compensation, is not fair.

Accordingly, we modify the CA's decision by reinstating the MeTC's decision without qualification.

WHEREFORE, we modify the decision promulgated on March 31, 2000 by the Court of Appeals by reinstating the decision dated May 17, 1996 by the Metropolitan Trial Court in Manila without qualification.

Costs of suit to be paid by the petitioners.

SO ORDERED.

Carpio Morales, (Chairperson), Brion, Peralta,[*] and Villarama, Jr., JJ., concur.

[*] In lieu of Justice Maria Lourdes P. A. Sereno who is on leave per Office Order No. 944 dated February 9, 2011.

[1] C.A. Rollo, G.R. SP No. 44172, pp. 107-120; penned by Associate Justice Ruben T. Reyes (later Presiding Justice, and Member of the Court, but already retired), with Associate Justice Candido V. Rivera (retired and deceased) and Associate Justice Eriberto U. Rosario, Jr. (retired) concurring.

[2] Id., pp. 180-183; penned by Associate Justice Ruben T. Reyes, with Associate Justice Eliezer R. Delos Santos (deceased) and Associate Justice Josefina Guevara-Salonga concurring.

[3] Records, Folder No. 96-78866, p. 36.

[4] Rollo, pp. 65-66.

[5] Id., pp. 85-89.

[6] CA Rollo, G.R. SP No. 44172, pp. 8-16; G.R. SP No. 44192, pp. 7-19.

[7] CA Rollo, G.R. SP No. 44192, p. 45.

[8] Rollo, pp. 136-149.

[9] Id. at p. 8.

[10] Amending Certain Provisions of Republic Act No. 6359, Entitled An Act to Regulate Rentals for the Years of Dwelling Units or of Land on Which Another's Dwelling is Located and Penalizing Violations Thereof, and for Other Purposes. It was effective on October 12, 1972.

[11] Article 1673. The lessor may judicially eject the lessee for any of the following causes:

(1) When the period agreed upon, or that which is fixed for the duration of leases under Articles 1682 and 1687, has expired;

x x x

[12] Article 1687. If the period for the lease has not been fixed, it is understood to be from year to year, if the rent agreed upon is annual; from month to month, if it is monthly; from week to week, if the rent is weekly; and from day to day, if the rent is to be paid daily. However, even though a monthly rent is paid, and no period for the lease has been set, the Courts may fix a longer term for the lease after the lessee has occupied the premises for over one

year. If the rent is weekly, the Courts may likewise determine a longer period after the lessee has been in possession for over six months. In case of daily rent, the courts may also fix a longer period after the lessee has stayed in the place for over one month.

[13] An Act Regulating Rentals of Dwelling Units or of Land on which Another's Dwelling is Located and for Other Purposes.

[14] Section 10 of B.P. 25 provided that:

Section 10. Repealing Clause.--Presidential Decree Numbered Twenty and all laws, decrees, orders or parts thereof inconsistent with the provisions of this act are hereby repealed or modified accordingly.

[15] Extending the Effectivity of Batas Pambansa Blg. 25 by Eight Months up to 31 December 1984, and for Other Purposes.

[16] An Act Providing for the Stabilization and Regulation of Rentals of Certain Residential Units, and for Other Purposes.

[17] An Act Extending the Effectivity of Batas Pambansa Blg. 877, Entitled "An Act Providing For The Stabilization And Regulation Of Rentals Of Certain Residential Units And For Other Purposes," for Another Two Years.

[18] An Act Further Extending the Rent Control Period for Certain Residential Units, Amending Thereby Batas Pambansa Blg. 877, Entitled "An Act Providing For The Stabilization And Regulation of Rentals of Certain Residential Units and For Other Purposes," As Amended.

[19] An Act further extending the Rent Control Period for Certain Residential Units Amending Thereby Batas Pambansa Blg. 877 Entitled: "An Act Providing For The Stabilization And Regulation Of Rentals Of Certain Residential Units, and for Other Purposes, As Amended.

[20] Rental Reform Act of 2002.

[21] *Lipata v. Court of Appeals*, G.R. No. 79670, February 19, 1991, 194 SCRA 214; *Uy Hoo & Sons Realty Development Corporation v. Court of Appeals*, G.R. No. 83263, June 14, 1989, 174 SCRA 100; *Miranda v. Ortiz*, L-59783, December 1, 1987, 156 SCRA 10-11; *Rivera v. Florendo*, G.R. No. L-60066, July 31, 1986, 143 SCRA 278, 286.

[22] Now Section 7(e) of R.A. 9161.

[23] *De Vera v. Court of Appeals*, G.R. No. 110297, August 7, 1996, 260 SCRA 396.

[24] *Ibid.*

[25] Claiming Urban Land Reform in the Philippines and Providing for the Implementing Machinery Thereof.

Section 6. Land Tenancy in Urban Land. Within the Urban Zones legitimate tenants who have resided on the land for ten years or more who have built their homes on the land and residents who have legally occupied the lands by contract, continuously for the last ten years shall not be dispossessed of the land and shall be allowed the right of first refusal to purchase the same within a reasonable time and at reasonable prices, under terms and conditions to be determined by the Urban Zone Expropriation and Land Management Committee created by Section 8 of this Decree.

[26] An Act to Further Amend Certain Sections of Republic Act Numbered Eleven Hundred And Sixty-Two, Entitled "An Act Providing for the Expropriation of Landed Estates or Haciendas or Lands Which Formerly

Formed Part Thereof or Any Piece of Land in the City Of Manila, Quezon City and Suburbs, Their Subdivision into Small Lots, and the Sale of Such Lots at costs or their lease on Reasonable Terms, and for Other Purposes."

[27] Prohibiting the Eviction of Occupant Families from Land Identified and Proclaimed As Areas for Priority Development (APD) or as Urban Land Reform Zones and Exempting Such Land from payment of Real Property Taxes.

Section 2 of P.D. No. 2016 provides that:

No tenant or occupant family, residing for ten years or more reckoned from the date of issuance of Presidential Decree No. 1517 otherwise known as the Urban Land Reform Law, in land proclaimed Areas for Priority Development or Urban Land Reform Zones or is a project for development under the ZIP in Metro Manila and the SIR Program in the regional cities shall be evicted from the land or otherwise dispossessed.

[28] C.A. Rollo, G.R. SP No. 44172, pp. 14-15.

[29] Records, Folder No. 96-78864, p. 69.

[30] In their motion for reconsideration vis-à-vis the RTC Decision, the petitioners prayed that the RTC fix a longer lease term of at least five years instead of only two years in the interest of substantial justice, stating that they would lose substantial improvements due to the houses they had built not being compensated by the respondents (Record, Folder No. 96-78865, pp 70-72). They reiterated this additional relief in their petition for review filed in the CA (CA Rollo, G.R. SP No. 44172, pp. 14-15).

[31] Atlas Consolidated Mining & Development Corp. v. Commissioner of Internal Revenue, G.R. No. L-26911, January 27, 1981, 102 SCRA 246, 259.

[32] San Agustin v. Barrios, 68 Phil. 475 (1939); Toribio v. Decasa, 55 Phil. 461 (1930); Soriano v. Ramirez, 44 Phil. 519 (1923); De la Rama v. De la Rama, 41 Phil. 980 (1916); Pico v. U.S., 40 Phil. 1117 (1913); U.S. v. Rosa, 14 Phil. 394 (1909); U.S. v. Paraiso, 11 Phil 799 (1908).

[33] G.R. No. L-33360, April 25, 1977, 76 SCRA 514, 521.

[34] G.R. No. 118292, April 14, 2004, 427 SCRA 165, 171-172.

[35] Viajar v. Court of Appeals, G.R. No. L-77294, December 12, 1988, 168 SCRA 405, 411.

[36] Martinez v. Court of Appeals, G.R. No. 170409, January 28, 2008, 542 SCRA 604; Mendoza v. Court of Appeals, G.R. No. 116216, June 20, 1997, 274 SCRA 527, 538-539; Philippine Airlines, Inc. v. NLRC, G.R. No. 114280 & 115224, July 26, 1996, 259 SCRA 459; Tay Chun Suy v. Court of Appeals, G.R. No. 93640, January 7, 1994, 229 SCRA 151; Berin v. Court of Appeals, G.R. No. 57490, February 27, 1991, 194 SCRA 508, 512; Santos v. Intermediate Appellate Court, G.R. No. L-74243, November 14, 1986, 145 SCRA 592.

[37] Cruz v. Court of Appeals, G.R. No. 108738, June 17, 1994, 233 SCRA 301; National Power Corporation v. Gutierrez, G.R. No. 60077, January 18, 1991, 193 SCRA 1.

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