

**HON. JOSE FERNADEZ, RTC OF PASIG CITY, BR. 158 AND UNITED OVERSEAS BANK PHILS., PETITIONERS, VS. SPS. GREGORIO ESPINOZA AND JOJI GADOR-ESPINOZA, RESPONDENT.**

*G.R. No. 156421. April 14, 2008*

Ponente: CHICO-NAZARIO, J.

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**CHICO-NAZARIO, J.:**

Before this Court is a Petition for Review on Certiorari under Rule 45 of the Rules of Court filed by petitioner United Overseas Bank[1] (UOB) seeking to reverse and set aside the Decision[2] of the Court of Appeals dated 25 June 2002 and its Resolution[3] dated 28 November 2002 in CA-G.R. SP No. 60865. The assailed Decision of the Court of Appeals reversed the Orders[4] dated 10 May 2000, 10 July 2000, 13 July 2000 and 25 August 2000 of the Regional Trial Court (RTC) of Pasig City, Branch 158, in LRC Case No. R-5792.

The dispositive portion of the Court of Appeals Decision reads:

WHEREFORE, premises considered the assailed Orders dated May 10, 2000, July 10, 2000, July 13, 2000 and August 25, 2000 are hereby **ANNULED** and **SET ASIDE**. LRC Case No. R-5792 is hereby ordered to be consolidated with Civil Case No. 66256 of Branch 164 of the Regional Trial Court of Pasig City. No Costs.[5]

The 10 May 2000 and 10 July 2000 Orders of the RTC denied the motion filed by respondent spouses Gregorio Espinoza and Joji Gador-Espinoza (spouses Espinoza) for the consolidation of the Ex-Parte Petition for the Issuance of Writ of Possession filed by UOB, docketed as LRC Case No. R-5792, with their Complaint for Nullification of Extrajudicial Proceedings and Certificate of Sale, docketed as Civil Case No. 66256, pending with the RTC, Branch 164. The 13 July 2000 and 25 August 2000 Orders of the RTC granted the Petition of UOB in LRC Case No. R-5792, and ordered the issuance of a writ of possession in favor of UOB over the real property covered by Transfer Certificate of Title (TCT) No. PT-108565.

UOB is a banking institution duly organized and existing as such under the Philippine laws; while Firematic Philippines, Inc. (FPI) is a domestic corporation duly organized and existing under Philippine laws represented by its President, Gregorio Espinoza.

On 24 March 1996, FPI was granted a revolving credit line by UOB in the amount of P11,000,000.00. Using the said credit line, FPI obtained on several occasions from UOB loans in different amounts, reaching the total sum of P4,000,000.00, as evidenced by promissory notes executed by Gregorio Espinoza. Likewise drawn against the credit line of FPI were trust receipts in the sum of P6,325,588.71.

As a security for the loan obligations of FPI, the spouses Espinoza executed a Deed of Real Estate Mortgage over a parcel of land located in Pasig City, with an area of 200 square meters, and covered by TCT No. PT-84838 in their names, with an area of 200 square meters and registered by the Registry of Deeds of Pasig City (subject property).[6]

Subsequently, FPI defaulted in the payment of the promissory notes and trust receipts drawn against its credit line,

which prompted UOB to cause the extrajudicial foreclosure of its mortgage on the subject property, and the public auction sale thereof. The UOB was the highest bidder at the auction sale as evidenced by the Certificate of Sale[7] dated 29 July 1996.

For failure of FPI and the spouses Espinoza to redeem the subject property within the redemption period, UOB filed an Affidavit of Consolidation before the Register of Deeds of Pasig. Consequently, a new TCT covering the subject property was issued in the name of UOB, particularly, TCT No. PT-108565.

In order to retain possession of the subject property, FPI and the spouses Espinoza instituted an action for nullification of the extrajudicial foreclosure proceedings and certificate of sale, before the RTC, Branch 164, docketed as Civil Case No. 66256. In their Amended Complaint, FPI and the spouses Espinoza alleged that there was bad faith on the part of UOB who made them sign the Deed of Real Estate Mortgage in blank. In addition, FPI and the spouses Espinoza averred that there was already an agreement entered into by the parties to restructure the loan, but for unknown reasons, the agreement was unilaterally rescinded by UOB. Finally, FPI and the spouses Espinoza claimed that at the time they filed their complaint, FPI already paid UOB the sum of P5,275,012.43. Despite their repeated requests, however, UOB still failed to give them proper accounting of their outstanding loan obligations and the payments they made thereon.

For its part, UOB filed an Ex-Parte Petition for Issuance of a Writ of Possession before the RTC, Branch 158, docketed as LRC Case No. R-5792. The spouses Espinoza opposed LRC Case No. R-5792 in view of the pendency of Civil Case No. 66256 and moved, instead, for the consolidation of the two cases

In its Order dated 10 May 2000, the RTC, Branch 158, in LRC Case No. R-5792, denied the opposition to the Petition and the motion for consolidation interposed by the spouses Espinoza, to wit:

This resolves the opposition to the ex-parte issuance of writ of possession with motion for consolidation together with the reply to the opposition and the opposition to the motion.

Since [UOB] has already consolidated a title in its name, the pendency of separate civil action is not a bar to the issuance of writ of possession because the same is a ministerial act of the trial court (*Vaca v. Court of Appeals, et. al.*, G.R. No. 1109672, July 14, 1994). Being so, the proceedings of this petition is ex-parte that does not require the appearance nor the intervention of the [spouses Espinoza].

Consequently, [the spouses Espinoza's] opposition to the issuance of writ of possession and its motion for consolidation are denied.[8]

The Motion for Reconsideration of the afore-quoted 10 May 2000 Order filed by the spouses Espinoza was denied by the RTC, Branch 158, in its subsequent Order dated 10 July 2000, which reads:

This resolves [the spouses Espinoza's] Motion for Reconsideration, Addendum to Motion for Reconsideration together with the opposition to the motion.

The motion is denied. It is merely a reiteration of their earlier opposition to their Ex-parte Petition for Issuance of Writ of Possession.[9]

On 13 July 2000, another Order was issued by the RTC, Branch 158, in LRC Case No. R-5792 granting UOB's Ex-Parte Petition for the Issuance of Writ of Possession over the subject property. The lower court decreed that UOB became the absolute owner of the subject property being the highest bidder in the public auction sale, and since the spouses Espinoza failed to redeem the subject property within one year from the registration of the certificate of sale, UOB is now entitled to possession of the same as the confirmed owner. According to the decretal portion of RTC Order:

WHEREFORE, let a writ of possession be issued in favor of petitioner United Overseas Bank Phils., directing the spouses Gregorio Espinoza and Joji Gador-Espinoza and all persons claiming rights under them to vacate the premises of the property covered by Transfer Certificate of Title No. PT-108565 under [UOB's] name and to turn to it over [UOB] within ten (10) days from receipt of this Order.[10]

A motion was filed by the spouses Espinoza seeking reconsideration and clarification of the 13 July 2000 Order of the RTC, Branch 158, underscoring the alleged irregularities in the procurement of the mortgage, accounting of the loan obligations, and conduct of the foreclosure proceedings.

The Motion for Clarification of the spouses Espinoza, however, was denied by the RTC, Branch 158, in its Order dated 25 August 2000, which states:

The motion is denied. There is really nothing to clarify on the Order of this Court dated July 13, 2000. It is an Order for the issuance of a writ of possession over a property covered by Transfer Certificate of Title No. PT-108565 formerly Transfer Certificate of Title No. PT-84838. It is an Order directing Spouses Gregorio Espinoza and Joji Gador-Espinoza and all persons claiming rights under them to vacate the premises and turn it over to [UOB].

Consequently, this Order of July 13, 2000 stays and the motion of the [the spouses Espinoza] for the consolidation of its (sic) petition with Civil Case No. 66256 pending before Branch 164, also of this Court is denied.[11]

Dissatisfied, the spouses Espinoza filed before the Court of Appeals a Petition for Certiorari under Rule 65 of the Rules of Court, docketed as CA-G.R. SP No. 60865, averring that the foregoing RTC Orders were issued by the RTC in grave abuse of discretion and, thus, must be nullified and set aside.

On 25 March 2002, the Court of Appeals rendered a Decision in favor of the spouses Espinoza and reversed the four RTC Orders. The appellate court stressed that the duty of the trial court to issue the writ of possession after the expiration of the one-year redemption period ceased to be ministerial in view of the pressing peculiar and equitable circumstances in the instant case.

In a Resolution dated 28 November 2002, the Court of Appeals denied UOB's Motion for Reconsideration of its Decision.

Petitioner is now before this Court assailing the 25 March 2002 Decision and 28 November 2002 Resolution of the Court of Appeals via a Petition for Review on Certiorari under Rule 45 of the Rules of Court, raising the following issues:

I.

WHETHER OR NOT THE COURT OF APPEALS COMMITTED GROSS AND REVERSIBLE ERROR IN GIVING DUE COURSE TO THE SPOUSES ESPINOZA'S PETITION.

II.

WHETHER OR NOT THE COURT OF APPEALS COMMITTED GROSS AND REVERSIBLE ERROR IN NOT DECLARING THAT [UOB] IS ENTITLED TO THE ISSUANCE OF THE WRIT OF POSSESSION

At the outset, it must be emphasized that what is on appeal before us is only the issuance of the writ of possession over the subject property issued by the RTC, Branch 158, in LRC Case No. R-5792.

A writ of possession is an order whereby the sheriff is commanded to place a person in possession of a real or personal property. It may be issued under the following instances: (1) land registration proceedings under Sec. 17 of Act No. 496[12]; (2) judicial foreclosure, provided the debtor is in possession of the mortgaged realty and no

third person, not a party to the foreclosure suit, had intervened; and (3) extrajudicial foreclosure of a real estate mortgage under Sec. 7 of Act No. 3135[13] as amended by Act No. 4118.[14] The case at bar falls under the third instance.

The issuance of a writ of possession is explicitly authorized by Act No. 3135, as amended by Act No. 4118, which regulates the manner of effecting an extrajudicial foreclosure of mortgage.

In case of default of the mortgagor in the payment of the loan obligations, the mortgagee may foreclose the mortgaged property by filing a Petition for Extrajudicial Foreclosure of Mortgage following the procedure laid down in A.M. No. 99-10-05-0.[15] The mortgagor or his successor-in-interest may redeem the foreclosed property within one year from the registration of the sale with the Register of Deeds.[16] During the redemption period, the buyer at public auction may file, with the RTC in the province or place where the property or portion thereof is located, an ex parte motion for the issuance of a writ of possession within one year from the registration of the Sheriff's Certificate of Sale, and the court shall grant the said motion upon the petitioner's posting a bond in an amount equivalent to the use of the property for a period of twelve (12) months.[17]

A writ of possession may be issued during the redemption period in favor of the purchaser of the mortgaged property in the foreclosure sale. Section 7 of Act No. 3135, as amended by Act No. 4118, provides:

Section 7. Possession during redemption period. - In any sale made under the provisions of this Act, the purchaser may petition the [Regional Trial Court] where the property or any part thereof is situated, to give him possession thereof during the redemption period, furnishing bond in an amount equivalent to the use of the property for a period of twelve months, to indemnify the debtor in case it be shown that the sale was made without violating the mortgage or without complying with the requirements of this Act. Such petition shall be made under oath and filed in form of an ex parte motion in the registration or cadastral proceedings if the property is registered, or in special proceedings in the case of property registered under the Mortgage Law or under section one hundred and ninety-four of the Administrative Code, or of any other real property encumbered with a mortgage duly registered in the office of any register of deeds in accordance with any existing law, and in each case the clerk of the court shall, upon the filing of such petition, collect the fees specified in paragraph eleven of section one hundred and fourteen of Act Numbered Four hundred and ninety-six, as amended by Act Numbered Twenty-eight hundred and sixty-six, and the court shall, upon approval of the bond, order that a writ of possession issue, addressed to the sheriff of the province in which the property is situated, who shall execute said order immediately.

The above-quoted provision explicitly allows the purchaser in a foreclosure sale to apply for a writ of possession during the redemption period by filing a petition in the form of an ex parte motion under oath for that purpose. Upon the filing of such motion with the RTC having jurisdiction over the subject property and the approval of the corresponding bond, the law also in express terms directs the court to issue the order for a writ of possession.[18]

Upon the expiration of the redemption period, the right of the purchaser to the possession of the foreclosed property becomes absolute. The basis of this right to possession is the purchaser's ownership of the property. Mere filing of an ex parte motion for the issuance of the writ of possession would suffice, and the bond required is no longer necessary, since possession becomes an absolute right of the purchaser as the confirmed owner.[19]

Under the foregoing judicial pronouncement, it is clear that UOB has an absolute right to take possession of the subject property since it was the highest bidder in the foreclosure sale, and the spouses Espinoza failed to redeem the said property even after the redemption period. Act No. 3135, as amended by Act No. 4118, is categorical in stating that the purchaser must first be placed in possession of the mortgaged property pending proceedings assailing the issuance of the writ of possession.[20]

Consequently, the RTC under which the application for the issuance of a writ of possession over the subject

property is pending cannot defer the issuance of the said writ in view of the pendency of an action for annulment of mortgage and foreclosure sale. The judge with whom an application for a writ of possession is filed need not look into the validity of the mortgage or the manner of its foreclosure.[21]

Any question regarding the validity of the mortgage or its foreclosure cannot be a legal ground for the refusal to issue a writ of possession. Regardless of whether or not there is a pending suit for the annulment of the mortgage or the foreclosure itself, the purchaser is entitled to a writ of possession, without prejudice, of course, to the eventual outcome of the pending annulment case. [22]

The spouses Espinoza's position that the issuance of the writ of possession must be deferred pending resolution of Civil Case No. 66256 is therefore unavailing. As we have recounted above, this Court has long settled that a pending action for annulment of mortgage or foreclosure sale does not stay the issuance of the writ of possession.[23]

Indeed, the proceeding in a petition for a writ of possession is ex parte and summary in nature. It is a judicial proceeding brought for the benefit of one party only and without notice by the court to any person adverse of interest. It is a proceeding wherein relief is granted without affording the person against whom the relief is sought the opportunity to be heard.[24] Hence, the RTC may grant the petition in the absence of the mortgagors, who are, in this case, the spouses Espinoza.

The RTC, Branch 158, which issued the writ of possession cannot be adjudged to have committed grave abuse of discretion, nor can its order directing the issuance of said writ be considered patently illegal for, a fortiori, there is no discretion involved in its issuance of such an order, it being the ministerial duty of the trial court under the circumstances.

In *Mamerto Maniquiz Foundation, Inc. v. Pizarro*,[25] we emphasized the principle that the issuance of a writ of possession in favor of the purchaser in a foreclosure sale is a ministerial act and does not entail the exercise of discretion:

This Court has consistently held that the duty of the trial court to grant a writ of possession is ministerial. Such writ issues as a matter of course upon the filing of the proper motion and the approval of the corresponding bond. No discretion is left to the trial court. Any question regarding regularity and validity of the sale, as well as the consequent cancellation of the writ, is to be determined in a subsequent proceeding as outlined in Section 8 of Act 3135. Such question cannot be raised to oppose the issuance of the writ, since the proceeding is ex parte. The recourse is available even before the expiration of the redemption period provided by law and the Rules of Court.

The purchaser, who has a right to possession that extends after the expiration of the redemption period, becomes the absolute owner of the property when no redemption is made. Hence, at any time following the consolidation of ownership and the issuance of a new transfer certificate of title in the name of the purchaser, he or she is even more entitled to possession of the property. In such a case, the bond required under Section 7 of Act 3135 is no longer necessary, since possession becomes an absolute right of the purchaser as the confirmed owner. (Emphases supplied.)

The order for a writ of possession issues as a matter of course upon the filing of the proper motion and the approval of the corresponding bond, if applied for by the purchaser during the redemption period; and upon the filing of the proper motion, with no more need for a bond, if applied for by the purchaser after the lapse of the redemption period. The judge issuing the order, following the express provisions of law and settled jurisprudence, cannot be charged with having acted with grave abuse of discretion.[26]

Hence, certiorari does not lie in instances where the RTC granted the Petition for the Issuance of the Writ of

Possession, for he is mandated by the law to issue such writ and the buyer in the foreclosure sale is entitled to it as a matter of right. A special civil action for certiorari could be availed of only if the lower tribunal has acted without or in excess of jurisdiction, or with grave abuse of discretion amounting to lack or excess of jurisdiction; and if there is no appeal or any other plain, speedy, and adequate remedy in the ordinary course of law. However, where the assailed Order was forthwith issued by the RTC pursuant to its ministerial duty, and in the absence of any showing that the said Order is tainted with illegality, as in the case at bar, certiorari is not the proper remedy.[27]

In sum, We have established that LRC Case No. R-5792 is ex-parte and summary in nature, and it can proceed independently of Civil Case No. 66256. The writ of possession shall be issued in favor of the purchaser of the mortgaged property in the foreclosure sale, despite the pendency, but without prejudice to the subsequent outcome, of the case for annulment of the mortgage or the foreclosure proceedings. Hence, RTC, Branch 158 also did not commit grave abuse of discretion amounting to lack or excess of jurisdiction when it issued its Orders dated 10 May 2000 and 10 July 2000 denying the spouses Espinoza's Motion for Consolidation of LRC Case No. R-5792 with Civil Case No. 66256.

The Court of Appeals reversed the 13 July 2000 Order of the RTC, Branch 158, granting the issuance of a writ of possession over the subject property to UOB, on the ground that there are peculiar and equitable circumstances attendant in the case which no longer made the issuance of said writ a mere ministerial duty of the trial court.

Apparently, the appellate court relied on *Cometa v. Intermediate Appellate Court*[28] and *Barican v. Intermediate Appellate Court*[29] cited in *Vaca v. Court of Appeals*[30] in holding that the issuance of writ of possession had ceased to be ministerial. In *Cometa*, which actually involved execution of judgment for the prevailing party in a damages suit, the subject properties were sold at the public auction at an unusually lower price, while in *Barican*, the mortgagee bank took five years from the time of foreclosure before filing the petition for the issuance of writ of possession. We have considered these equitable and peculiar circumstances in *Cometa* and *Barican* to justify the relaxation of the otherwise absolute rule. None of these exceptional circumstances, however, attended herein so as to place the instant case in the same stature as that of *Cometa* and *Barican*. Instead, the ruling in *Vaca v. Court of Appeals* on all fours with the present petition. In *Vaca*, there is no dispute that the property was not redeemed within one year from the registration of the extrajudicial foreclosure sale; thus, the mortgagee bank acquired an absolute right, as purchaser, to the issuance of the writ of possession. Similarly, UOB, as the purchaser at the auction sale in the instant case, is entitled as a matter of right, to the issuance of the writ of possession.

The Court of Appeals evidently committed reversible error in finding otherwise.

WHEREFORE, IN VIEW OF THE FOREGOING, the instant Petition is GRANTED. The Decision dated 25 June 2002, and the Resolution dated 28 November 2002, rendered by the Court of Appeals in CA-G.R. SP No. 60865, are hereby REVERSED and SET ASIDE. The Orders dated 10 May 2000, 10 July 2000, 13 July 2000 and 25 August 2000 of the Regional Trial Court of Pasig City, Branch 158, in LRC Case No. R-5792 are hereby REINSTATED.

### **SO ORDERED.**

Ynares-Santiago, (Chairperson), Austria-Martinez, Nachura, and Reyes, JJ., concur.

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[1] Formerly Westmont Bank.

[2] Penned by Associate Justice B.A. Adefuin-dela Cruz with Associate Justices Wenceslao L. Agnir, Jr. and Regalado E. Maambong, concurring; rollo, pp. 9-15.

[3] Rollo, p. 17.

[4] Id. at 89-94.

[5] Id. at 15.

[6] CA rollo, pp. 55-60.

[7] Rollo, p. 71.

[8] Id. at 89.

[9] Id. at 90.

[10] Id. at 93.

[11] Id. at 94.

[12] Land Registration Act.

[13] An Act to Regulate the Sale of Property Under Special Powers Inserted in or Annexed to Real-Estate Mortgages, approved 6 March 1924.

[14] *Idolor v. Court of Appeals*, G.R. No. 161028, 31 January 2005, 450 SCRA 396-402.

[15] PROCEDURE IN EXTRA-JUDICIAL FORECLOSURE OF MORTGAGE. Promulgated on August 7, 2001 and took effect on September 1, 2001. In line with the responsibility of an Executive Judge under Administrative Order No. 6, dated June 30, 1975, for the management of courts within his administrative area, included in which is the task of supervising directly the work of the Clerk of Court, who is also the Ex-Officio Sheriff, and his staff, and the issuance of commissions to notaries public and enforcement of their duties under the law, the following procedures are hereby prescribed in extrajudicial foreclosure of mortgages:

1. All applications for extra-judicial foreclosure of mortgage whether under the direction of the sheriff or a notary public, pursuant to Act 3135, as amended by Act 4118, and Act 1508, as amended, shall be filed with the Executive Judge, through the Clerk of court who is also the Ex-Officio Sheriff.

2. Upon receipt of an application for extra-judicial foreclosure of mortgage, it shall be the duty of the Clerk of Court to:

a) receive and docket said application and to stamp thereon the corresponding file number, date and time of filing;

b) collect the filing fees therefore pursuant to rule 141, Section 7(c), as amended by A.M. No. 00-2-01-SC, and issue the corresponding official receipt;

c) examine, in case of real estate mortgage foreclosure, whether the applicant has complied with all the requirements before the public auction is conducted under the direction of the sheriff or a notary public, pursuant to Sec. 4 of Act 3135, as amended;

d) sign and issue the certificate of sale, subject to the approval of the Executive Judge, or in his absence, the Vice-Executive Judge. No certificate of sale shall be issued in favor of the highest bidder until all fees provided for in the aforementioned sections and in Rule 141, Section 9(1), as amended by A.M. No. 00-2-01-SC, shall have been paid; Provided, that in no case shall the amount payable under Rule 141, Section 9(1), as amended, exceed

P100,000.00;

e) after the certificate of sale has been issued to the highest bidder, keep the complete records, while awaiting any redemption within a period of one (1) year from date of registration of the certificate of sale with the Register of Deeds concerned, after which, the records shall be archived. Notwithstanding the foregoing provision, juridical persons whose property is sold pursuant to an extra-judicial foreclosure, shall have the right to redeem the property until, but not after, the registration of the certificate of foreclosure sale which in no case shall be more than three (3) months after foreclosure, whichever is earlier, as provided in Section 47 of Republic Act No. 8791 (as amended, Res. of August 7, 2001).

Where the application concerns the extrajudicial foreclosure of mortgages of real estates and/or chattels in different locations covering one indebtedness, only one filing fee corresponding to such indebtedness shall be collected. The collecting Clerk of Court shall, apart from the official receipt of the fees, issue a certificate of payment indicating the amount of indebtedness, the filing fees collected, the mortgages sought to be foreclosed, the real estates and/or chattels mortgaged and their respective locations, which certificate shall serve the purpose of having the application docketed with the Clerks of Court of the places where the other properties are located and of allowing the extrajudicial foreclosures to proceed thereat.

3. The notices of auction sale in extrajudicial foreclosure for publication by the sheriff or by a notary public shall be published in a newspaper of general circulation pursuant to Section 1, Presidential Decree No. 1079, dated January 2, 1977, and non-compliance therewith shall constitute a violation of Section 6 thereof.

4. The Executive Judge shall, with the assistance of the Clerk of Court, raffle applications for extrajudicial foreclosure of mortgage under the direction of the sheriff among all sheriffs, including those assigned to the Office of the Clerk of Court and Sheriffs IV assigned in the branches.

5. The name/s of the bidder/s shall be reported by the sheriff or the notary public who conducted the sale to the Clerk of Court before the issuance of the certificate of sale.

This Resolution amends or modifies accordingly Administrative Order No. 3 issued by then Chief Justice Enrique M. Fernando on 19 October 1984 and Administrative Circular No. 3-98 issued by the Chief Justice Andres R. Narvasa on 5 February 1998.

The Court Administrator may issue the necessary guidelines for the effective enforcement of this Resolution.

The Clerk of Court shall cause the publication of this Resolution in a newspaper of general circulation not later than August 14, 2001 and furnish copies thereof to the Integrated Bar of the Philippines.

[16] Section 6 of Act No. 3135.

[17] Under Section 7, Act 3135.

[18] Chailease Finance Corporation v. Ma, 456 Phil. 498, 503 (2003).

[19] Idolor v. Court of Appeals, supra note 14 at 401.

[20] Yu v. Philippine Commercial International Bank, G.R. No. 147902, 17 March 2006, 485 SCRA 56, 70.

[21] Idolor v. Court of Appeals, supra note 14.

[22] Sps. Ong v. Court of Appeals, 388 Phil. 857, 864-865 (2000).

[23] Samson v. Rivera, G.R. No. 154355, 20 May 2004, 428 SCRA 760, 769.

- [24] Santiago v. Merchants Rural Bank of Talavera, Inc., G.R. No. 147820, 18 March 2005, 453 SCRA 756, 763.
- [25] A.M. No. RTJ-03-1750, 14 January 2005, 448 SCRA 140, 153.
- [26] Ong v. Court of Appeals, *supra* note 22.
- [27] Samson v. Rivera, *supra* note 23.
- [28] G.R. No. L-69294, 30 June 1987, 151 SCRA 563.
- [29] G.R. No. L-79906, 20 June 1988, 162 SCRA 358.
- [30] G.R. No. 109672, 14 July 1994, 234 SCRA 146.

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