

LADY LYDIA CORNISTA-DOMINGO, SYLVIA SALANGA, LIWAYWAY SILAPAN, CYNTHIA ALICANTE, ALBERTO ANCHETA, ANA MARIA SANCHEZ, ELENA TUMBAGA, PEDRO JOSUE, TERESITA VOCAL, ROSIE ANCHETA, L...

G.R. NO. 156761. October 17, 2006

Ponente: GARCIA, J.

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GARCIA, J.:

By this petition for review on certiorari,[1] petitioners seek the review and reversal of the consolidated Decision[2] dated December 21, 2001 of the Court of Appeals (CA) in CA-G.R. SP No. 51218, CA-G.R. SP No. 51219 and CA-G.R. SP No. 51220 declaring as null and void the September 14, 1993 decision and the November 22, 1993 resolution of the National Labor Relations Commission (NLRC) and reinstating the decision dated March 31, 1993 of Labor Arbiter Eduardo J. Carpio. Likewise, assailed is the CA Resolution of January 8, 2003, denying the petitioners' motion for reconsideration.

The ultimate facts material to the resolution of the case are as follows:

On April 10, 1983, by virtue of Resolution No. 334 of the Central Bank's Monetary Board, the Philippine Veterans Bank (Bank, hereafter) was placed under receivership.

In consequence, the Bank adopted a retrenchment and reorganization program which was challenged before this Court by the Philippine Veterans Bank Employees Union (Union, hereafter) on the ground that the program allegedly violated the security of tenure of the Bank's employees, in G.R. No. 67125 entitled *Philippine Veterans Bank Employees Union-NUBE v. Philippine Veterans Bank*.

While G.R. No. 67125 was pending, the Monetary Board issued Resolution No. 612, dated June 7, 1985, ordering the liquidation of the Bank. The Monetary Board then appointed a liquidator who, pursuant to the authority vested by the same Board, terminated the employment of all the employees of the Bank effective June 15, 1985. Thereafter, the liquidator commenced payment of separation pay and other benefits to the terminated employees.

Although a number of the Bank employees accepted their separation pay and other benefits and executed quitclaims and releases therefor in favor of the Bank, others chose to question their termination. Thus, on September 25, 1985, the Union filed a supplemental petition for prohibition with preliminary injunction in G.R. No. 67125 opposing Monetary Board Resolution No. 612.

On August 24, 1990, the Court promulgated a consolidated[3] en banc Decision[4] in G.R. No. 67125 upholding the authority of the Monetary Board to place the respondent Bank under liquidation as well as the legality of the termination of all the Bank's employees, including the members of the Union. The Court also rejected the dismissed employees' claim for back wages as it held that they were not illegally dismissed but lawfully separated as a result of the Bank's liquidation upon order of the Monetary Board.

On January 2, 1992, Congress enacted Republic Act (R.A.) No. 7169,[5] authorizing the Central Bank to reopen the Bank.

To facilitate the implementation of R.A. No. 7169, a Rehabilitation Committee was created by the Monetary Board. The committee thus created was given the power to select and to organize an initial manning force headed by a management team to be staffed by a trained workforce. Hiring preference was given the veterans and their dependents, other qualifications being equal.[6]

At this juncture, several employees of the Bank initiated a series of cases claiming that the enactment of R.A. No. 7169 nullified Monetary Board Resolution No. 612 placing respondent Bank under liquidation and, in effect, also nullified the liquidator's termination of the Bank's employees.

On January 20, 1992, the Union filed a petition with the Secretary of Labor and Employment charging the Bank with unfair labor practices and praying that the Rehabilitation Committee be directed to cease and desist from screening and hiring new employees and to immediately reinstate the Bank's former employees. The petition, docketed as NLRC NCR No. 00-02426-92, also sought payment of the accrued collective bargaining agreement benefits and back wages of the employees from the time they were terminated from employment in 1985 up to the time of their actual reinstatement. Several other petitions seeking essentially the same relief were consolidated with NLRC NCR No. 00-02426-92.

In the meantime, on August 3, 1992, the respondent Bank resumed operations.

On March 31, 1993, Labor Arbiter Eduardo J. Carpio rendered a decision[7] dismissing NLRC NCR No. 00-02426-92 and all cases consolidated therewith for lack of merit. The dispositive portion of said decision reads:

Wherefore, premises considered, the claim of the Union for reinstatement of the individual complainants it represents as well as the claims for payment of backwages, other benefits and damages are hereby, as they should be, dismissed for lack of merit.

The charge for unfair labor practice filed by the Union against the respondent Bank is likewise dismissed for lack of factual and legal basis.

SO ORDERED.

In time, the Union appealed the Labor Arbiter's decision to the NLRC proper.

On September 14, 1993, the NLRC rendered a Decision[8] reversing and setting aside that of the Labor Arbiter. Additionally, the NLRC directed the immediate reinstatement of all Union members subject to the operational requirements of the Bank which it likewise ordered to cease and desist from further hiring new employees. More specifically, the fallo of the NLRC decision reads:

ACCORDINGLY, the decision of the Labor Arbiter is hereby SET ASIDE and a new one entered, finding the claim for reinstatement of the appellant to be legal and proper. Accordingly, Appellee bank therefore is hereby ordered to immediately reinstate all members of the appellant union inclusive of those who have executed their quitclaims and release and all the rest of the PVBEU members, who will signify their intention to be reinstated from the date of this Decision. In the meanwhile, however, that the bank has not fully reopened and activated all its operational departments, offices and branches, the employees' reinstatement shall be conditioned to actual personnel requirement of the department branch office to be reopened, for which reason, preference shall be given to employees formerly occupying the position being reinstated or reactivated or at the prerogative and discretion of management, to any position in the office provided the latter is of equivalent rank and at least has the same rate of pay.

For this purpose, appellee is hereby ordered to temporarily cease and desist from further hiring new employees

which might affect the full compliance to this Decision. The claim for backwages and other CBA benefits are hereby denied for lack merit.

The claim for unfair labor practice is also hereby denied for lack of merit.

SO ORDERED.

On October 1, 1993, the Bank sought a reconsideration of the said decision. Six days later, or on October 7, 1993, the Union also moved for its partial reconsideration. Both motions, however, were denied by the NLRC in its resolution of November 22, 1993.

Therefrom, the Bank and the Union interposed separate petitions to this Court.

The Bank, in its petition, docketed as G.R. No. 113423,[9] sought to nullify the NLRC decision of September 14, 1993, reinstating the members of the Union, and its Resolution of November 22, 1993, denying the Bank's motion for reconsideration. While in its petition, docketed as G.R. No. 115421,[10] the Union sought a modification of the same decision so as to include the award of backwages.

On January 26, 1996, while G.R. Nos. 113423 and 115421 were pending before the Court, the Union, through its duly authorized officers, and the Bank entered into a Compromise Agreement[11] for the amicable settlement of all other cases and claims then pending with the NLRC and/or other tribunals arising from the employment of the individual complainants with the Bank.

A substantial majority of the members of the Union ratified the compromise agreement.

On February 16, 1996, Labor Arbiter Eduardo J. Carpio approved the compromise agreement and issued an Order[12] which reads:

WHEREFORE, finding the terms and conditions set forth in the Compromise Agreement to be not contrary to law, morals and public policy, the same is hereby approved and considered as in complete and full satisfaction of the Decision in the above-entitled case dated September 14, 1993.

The parties are hereby enjoined to comply strictly and faithfully with the terms and conditions of the Compromise Agreement.

SO ORDERED.

A number of the employees, in separate appeals to the NLRC, contested the foregoing Order of the Labor Arbiter. They argued that the compromise agreement is contrary to law and jurisprudence.

On February 29, 1996, the Bank and the Union filed before the Court their Joint Motion to Dismiss Petition in G.R. Cases No. 113423 and 115421.

In a Resolution dated June 17, 1996, the Court denied said Joint Motion. In the same resolution, the Court gave due course to an Urgent Motion for Leave to Intervene and to Oppose Motion to Dismiss Petition filed by the bank employees led by a certain Nestor Garcia and the Urgent Motion With Leave of Court for Individual Union Members Petitioners to Intervene and to Participate in Their Individual Capacities And To Oppose Joint Motion to Dismiss Petition filed by the herein petitioners Lady Lydia Domingo, et al.

On October 2, 1996, the NLRC decided the aforementioned separate appeals from the Labor Arbiter's Order of February 16, 1996 approving the compromise agreement. The NLRC ruled that those who received and acknowledged receipt of the first payment, as agreed upon in the questioned Compromise Agreement, and who executed the corresponding Quitclaim, Waiver and Release were bound by the same Compromise Agreement. The decision dispositively reads:

WHEREFORE, in the interest of substantial justice and fair play, the order appealed from is hereby partially vacated and Set Aside in that:

a) For those union members who received and acknowledged receipt of the first payment as agreed upon in the Compromise Agreement dated January 26, 1996 and who executed the corresponding Quitclaim, Waiver and Release will be bound by the said Compromise Agreement which was made the basis of the Order dated February 16, 1996 appealed from and they shall continue to receive the money due them on the second and third payments due on December 15, 1996 and December 15, 1997, respectively.

b) For those union members who signified their opposition and those who are similarly situated who did not receive and acknowledge receipt of the money, let the case be remanded to the Arbitration Branch of origin for further proceedings. The Labor Arbiter so designated to hear is hereby ordered to proceed with dispatch so as not to prejudice the parties as the disposition hereof has been duly delayed.

SO ORDERED.

Separate petitions were then filed with the Court by the Bank, the Union and the petitioners. The Bank assailed the reinstatement of union members while the Union questioned the lack of award for backwages. For their part, the petitioners questioned the validity of the compromise agreement.

On December 7, 1998, the Court issued a Resolution referring the three aforesaid petitions to the CA for appropriate action and disposition, pursuant to *St. Martin Funeral Homes v. NLRC*.^[13] In the CA, the Bank's petition, *PVB v. NLRC, et al.*, was docketed as CA-G.R. SP No. 51218, that of the Union, *PVBEU-NUBE v. NLRC, et al.*, was docketed as CA-G.R. SP No. 51219, and that of herein petitioners' Lady Lydia Cornista Domingo, et al. v. NLRC, et al., was docketed as CA-G.R. SP No. 51220. The three (3) petitions were thereafter consolidated.

On December 21, 2001, the CA rendered the herein challenged consolidated decision declaring that the NLRC gravely abused its discretion in ordering the reinstatement of the union members and accordingly declared null and void its September 14, 1993 decision and the November 22, 1993 resolution, and instead reiterated the March 31, 1993 decision of the Labor Arbiter, to wit:

PREMISES CONSIDERED, the assailed NLRC decision dated September 14, 1993 as well as its Resolution dated November 22, 1993 (CA-G.R. SP No. 51218) are both declared NULL and VOID and SET ASIDE. The Decision dated March 31, 1993 of the Labor Arbiter Eduardo J. Carpio is hereby ordered REINSTATED.

Accordingly, the other two (2) petitions, CA-G.R. SP No. 51219 and CA-G.R. SP No. 51220 are hereby DISMISSED for lack of merit.

SO ORDERED.

Partly says the CA in its decision:

- The Supreme Court said in G.R. No. 67125 (189 SCRA 14) that the PVB employees were not "illegally dismissed but lawfully separated." This is a pronouncement, as categorical as can be, that the employment relationship between the Bank and the separated employees had definitely ceased to exist as of that time;

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- It is a well-settled doctrine that reinstatement is proper only in cases of illegal dismissal. The pronouncement of the Supreme Court that the PVB employees were "not illegally dismissed" forecloses any right of reinstatement under any circumstance.

While the PVB employees concerned should be given priority in hiring, they cannot demand it as a matter of

right.

xxx xxx xxx

Evidently, Domingo, et al. ratified the Compromise Agreement and even voluntarily received the first payment under that agreement, executing the corresponding Quitclaim, Waiver and Release in the process. Having done that, they are deemed bound by the Compromise Agreement under the previously discussed principle of *res judicata* and/or estoppel.

xxx xxx xxx

Petitioners are now before the Court via the present recourse essentially arguing that the CA committed reversible error in foreclosing their right to be reinstated to their former employment with the Bank upon its rehabilitation and in upholding the validity of the Compromise Agreement entered into by the Bank and the Union.

Petitioners argue that the passage of R.A. No. 7169,[14] which reopened and rehabilitated the Bank, gave them the right to be reinstated and entitled them to the payment of back wages and other benefits. They call the Court's attention to Congress Resolution No. 1104 expressing the sentiments of some congressmen to give preference to veterans and their dependents in the employment with the Bank. This resolution, according to petitioners, strengthens their claim for reinstatement.

We are not persuaded.

As we see it, upon implementation of Monetary Board Resolution No. 612 and prior to the passage of R.A. No. 7169, the Bank ceased to exist. Its subsequent rehabilitation was not an ordinary rehabilitation. R.A. No. 7169 had to be passed as a legislative fiat to breathe life into the Bank. While it is true that the Bank used its old name, a new law had to be enacted to restructure its outstanding liabilities. As it is, the Bank's present state of finances, the enormous cost of backwages and other benefits that have to be paid its employees seeking to be reinstated would surely put an end to the economic viability of the Bank.

The enactment of R.A. No. 7169 did not nullify Monetary Board Resolution No. 612 which earlier placed the Bank under liquidation and caused the termination of employment of the petitioners. The Bank's subsequent rehabilitation did not, by any test of reason, "revive" what was already a dead relationship between the petitioners and the Bank. Neither did such rehabilitation affect the Court's pronouncement in *Philippine Veterans Bank Employees Union-NUBE v. Philippine Veterans Bank*[15] that the actions of the Monetary Board and its duly appointed liquidator were valid and that the former employees' claim for back wages must be rejected as they were lawfully separated. Reinstatement is a relief accorded only to an employee who was illegally dismissed.[16]

To reiterate, the forcible closure of the Bank by operation of law permanently severed the employer-employee relationship between it and its employees when it ceased operations from April 10, 1983 to August 3, 1992. Thus, the claim for reinstatement and payment of back wages and other benefits, having no leg to stand on, must necessarily fall.

Whilst House Resolution No. 1104 expressed sentiments of some congressmen that "preferential right to employment be given to veterans and their dependents" under Section 7(b) of R.A. No. 7169, without more, such sentiments did not operate as a compulsion to the newly opened Bank to accept an employee earlier separated from work as a result of its closure. If at all, such sentiments only provide that all things being equal, preference shall be given to veterans and their dependents in the hiring of new employees. While the employees concerned should be given priority in hiring, they cannot demand it as a matter of right.

Verily, the clear wordings of Section 7 of R.A. No. 7169 gave the rehabilitation committee created thereunder a

free hand in the selection and appointment of the Bank's new employees. We quote Section 7 of the law:

Sec. 7. Rehabilitation Committee. - To facilitate the implementation of the provisions this Act, there is hereby created a rehabilitation committee which shall have a term of three (3) months from the date of the approval of this Act composed of the following: the Executive Secretary, as Chairman, and the Administrator of the Philippine Veterans Affairs Office, the President of the Veterans Federation of the Philippines, a representative from the executive board of the Veterans Federation of the Philippines and a representative from the Board of Trustees of the Veterans of World War II or their respective representatives, as members.

Specifically, the committee shall:

(a)

Prepare, finalize and submit a viable rehabilitation plan to the Monetary Board of the Central Bank;

(b)

Select and organize an initial manning force headed by a management team to be composed of competent, experienced and professional managers who must possess all qualifications and none of the disqualifications provided under Central Bank rules and regulations. The management team shall be staffed by a trained workforce: Provided, That preference shall be given to the veterans and their dependents, other qualifications being equal;

The mandate given the Bank's rehabilitation committee to "select and organize an initial manning force" shows that the lawmakers recognize the fact that the new bank is entirely without any working force. Congress, therefore, gave the Bank full authority and discretion to recruit and form a new staff. Had Congress intended that separated employees be rehired and given priority in the hiring of new employees, it would have clearly stated this in R.A. No. 7169. The fact that it did not only shows its clear legislative intent to give the new bank a free hand in the selection and hiring of its new staff.

We have to acknowledge the sad reality that giving in to petitioners' demand of wholesale reinstatement with back wages, bonuses, holiday pay, vacation and sick leave benefits would be a fatal blow to the very intention of R.A. No. 7169 to rehabilitate the Bank. The payment of such substantial amounts would definitely further dissipate the remaining assets of the Bank and cripple its finances even as, at this point, the Bank is barely making a profit under the weight of its present liabilities, and ultimately make impossible its desired rehabilitation. This clearly contravenes the intent and spirit of R.A. No. 7169.

Petitioners fault the CA in upholding the validity of the Compromise Agreement. They claim that said agreement is not binding on employees who did not ratify it and even to those who were allegedly tricked and/or deceived by the Union into accepting the first payment under the same agreement.

The argument is utterly baseless. A labor union's function is to represent its members. It can file an action or enter into compromise agreements on behalf of its members. Here, majority of the Bank's employees authorized the Union to enter into a compromise agreement with the Bank on their behalves. Union members were bound by the resulting compromise agreement when they affixed their signatures thereon, thereby giving their individual assent thereto, and when they accepted the benefits due them under that agreement. As it is, the Compromise Agreement in question detailed the amounts to be received by each employee. Petitioners and other employees of the Bank knew exactly what they were ratifying when they affixed their signatures in the said compromise agreement.

Further, respondent Union is a closed shop union. For this reason, it was the only one with legal authority to negotiate, transact, and enter into any agreement with the Bank. The Compromise Agreement was ratified by 282 Union members representing a majority of its entire 529 membership. The ratification of the Compromise

Agreement by the majority of the Union members necessarily binds the minority.

The general rule that the Labor Arbiter must be present during the signing of the compromise agreement is not immune to certain exceptions. Here, the submission of the Compromise Agreement on joint motion of the parties for approval by the Labor Arbiter cured whatever defect the signing of the agreement in the absence of the Labor Arbiter would have caused. So it is that in *Santiago v. De Guzman*,^[17] the Court ruled:

A compromise agreement entered into by the parties not in the presence of the Labor Arbiter before whom the case is pending shall be approved by him, if after confronting the parties, particularly the complainants, he is satisfied that they understand the terms and conditions of "the settlement and that it was entered into freely and voluntarily by them.

It is incumbent upon the Labor Arbiter not only to persuade the parties to settle amicably, but equally to ensure the compromise agreement is a fair one and that the same was forged freely, voluntarily with full understanding of the terms and conditions embodied therein as well as the consequences thereof."

It is likewise noteworthy that as of March 31, 2004, thirty (30) of the herein thirty-seven (37) petitioners already received payment under the same Compromise Agreement. The acceptance by said petitioners of the benefits bars them from repudiating the agreement. They cannot be allowed to adopt an inconsistent position at the expense of the Bank. Petitioners cannot belatedly reject or repudiate their acts of accepting the monetary consideration under the compromise agreement, to the prejudice of the Bank.^[18] We, thus, quote with approval the following observation of the CA in its challenged Decision of December 21, 2001:

As regards the third petition for certiorari filed by Lady Lydia Cornista Domingo, et. al. (CA-G.R. SP No. 51220), the position taken by the petitioners is that NLRC committed grave abuse of discretion by: a) ordering petitioners who received the first payment under the Compromise Agreement to be bound by it, and b) resolving to remand the case to the Labor Arbiter for further proceedings insofar as those who did not receive payment are concerned.

Petitioners Domingo et. al. allege that "(a)s found out by the respondent NLRC, the Compromise Agreement was not entered into in the presence of the labor Arbiter and it (NLRC) faulted the latter in not calling the parties especially the complainants, to a conference and satisfy himself that they (complainants) understand the terms and conditions of the settlement; and that the agreement was entered into freely and voluntarily" (Rollo of SP No. 51218-20, p. 886) as called for under Section 2, Rule V of the New Rules of Procedure of the NLRC.

Further, petitioners contend that "(h)ad the respondents NLRC and Labor Arbiter Carpio followed the rules, they would have found out that those who received the first payment were only tricked and deceived in(to) receiving the payment;" that "had the respondents Labor Arbiter and NLRC been more circumspect in their solemn duties, they should have required the respondent union officers to present a special power of attorney as required under Article 1878(3) of the Civil Code." (Ibid., pp. 886-887).

We are not convinced.

Evidently, Domingo, et. al. ratified the Compromise Agreement and even voluntarily received the first payment under that agreement, executing the corresponding Quitclaim, Waiver and Release in the process. Having done that, they are deemed bound by the Compromise Agreement under the previously discussed principle of *res judicata* and/or *estoppel*.

We find that the subsequent decision of petitioners Domingo, et. al. to repudiate the Compromise Agreement was merely an afterthought, whatever would be the reason for their subsequent change of mind. Since they had entered into a binding contract on their own volition and received benefits therefrom, they are therefore estopped from questioning the validity of said contract later on. Parenthetically, it is interesting to note that

while the petitioners try to impugn the Compromise Agreement that they themselves entered into, they have not made any offer or effort to return the money they received as first payment under said agreement.

The other allegation of the petitioners that "those who received the first payment were only tricked and deceived in(to) receiving the payment" deserves scant consideration. Said petitioners are not only ordinary laborers but mature, educated and intelligent people with college degrees, and considering the size of their group, it is unbelievable that they could have been easily duped into doing something against their will and self-interest. Absent a showing that they were indeed victims of trickery and deception, outside of their own self-serving affidavits, the petitioners' allegation does not hold water.

Here, the petitioners and other employees legally separated were in fact given termination or separation pay despite the staggering loss sustained by the Bank. They were given a very good bargain in the compromise agreement. They, therefore, have no reason to complain. Without the subject compromise agreement, they would not have received any separation pay in light of our ruling in *State Investment House, Inc. v. CA*,^[19] and *North Davao Mining Corporation v. NLRC*,^[20] where we held that in cases of serious losses or financial reverses, the Labor Code does not impose any obligation upon the employer to pay separation benefits, for obvious reasons.

Records reveal that when the Bank offered termination or separation pay to its remaining employees by way of a compromise agreement, a great majority of them accepted the amount as justifiable settlement of their claims.^[21] Like these quitclaims and releases, there are voluntary agreements which represent reasonable settlements and are considered binding on the parties.^[22] Petitioners, therefore, cannot renege on the compromise agreement they entered into after accepting benefits earlier simply because they may have felt that they committed a mistake in accepting their termination/separation pay. As no proof was presented to show that the compromise agreement in dispute was entered into through fraud, misrepresentation or coercion, the same must be recognized as valid and binding upon all the 529 employees of the Bank. In fine, the petitioners and the other employees are estopped from questioning the validity of the Compromise Agreement.

In law, a compromise agreement, once approved, has the effect of *res judicata* between the parties and should not be disturbed except for vices of consent, forgery, fraud, misrepresentation and coercion,^[23] none of which exists in this case. The Compromise Agreement between the Union and the Bank binds the minority Union members.

All told, the Court finds and so holds that the CA committed no reversible error in rendering its challenged decision of December 21, 2001 and Resolution of January 8, 2003.

IN VIEW WHEREOF, the instant petition is DENIED.

No pronouncement as to costs.

SO ORDERED.

Puno, (Chairperson), Sandoval-Gutierrez, Corona, and Azcuna, JJ., concur.

[1]As filed, the petition impleads the Court of Appeals as among the respondents. This need not be under Sec. 4 of Rule 45.

[2]Penned by Associate Justice B.A. Adelfuin-Dela Cruz, with Associate Justices Wenceslao A. Agnir, Jr. and Rebecca De Guia-Salvador, concurring. Rollo, pp. 33-45.

[3] *Philippine Veterans Bank Employees Union-NUBE v. Philippine Veterans Bank*, G.R. No. 67125, August 24, 1990, 189 SCRA 14, consolidated with *Simeon Medalla, et al. v. Central Bank of the Philippines, et al.*, G.R. No. 82387.

[4] 189 SCRA 14 (1990).

[5] An Act to Rehabilitate the Philippine Veterans Bank Created Under Republic Act 3518, Providing the Mechanisms Therefor and for other Purposes.

[6] R.A. No. 7169, Section 7, paragraph b.

[7] Rollo, pp. 38-39.

[8] Rollo, pp. 86-107.

[9] Philippine Veterans Bank v. NLRC and PVBEU-NUBE.

[10] Philippine Veterans Bank Employees Union - PVBEU v. National Labor Relations Commission and the PVB, et al.

[11] Rollo, pp. 80-85.

[12] Rollo, pp. 78-79.

[13] G.R. No. 130866, September 16, 1998, 295 SCRA 494.

[14] Supra note 5.

[15] Supra note 3.

[16] Philippine Carpet Employees Association v. Philippine Carpet Manufacturing Corporation, G.R. Nos. 140269-70, September 14, 2000, 340 SCRA 383.

[17] G.R. No. 84578, September 7, 1989, 177 SCRA 344.

[18] Macahilig v. Heirs of Grace M. Mangulit, G.R. No. 141423, November 15, 2000, 344 SCRA 838.

[19] G.R. No. 96437, February 19, 1992, 206 SCRA 349.

[20] G.R. No. 112546, March 13, 1996, 254 SCRA 721.

[21] Rollo, pp. 794-803.

[22] Agustilo v. Court of Appeals, G.R. No. 142875, September 7, 2001, 364 SCRA 740.

[23] Salvador v. Ortoll, G.R. No. 140942, October 18, 2000, 343 SCRA 658.

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