

CORNELIA M. HERNANDEZ, PETITIONER, VS. CECILIO F. HERNANDEZ, RESPONDENT.*G.R. No. 158576. March 09, 2011*

Ponente: PEREZ, J.

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Before Us is a Petition for Review[1] of the Decision of the Court of Appeals in CA-G.R. CV No. 70184[2] dated 29 May 2003. The appellate court reversed the Decision of the Regional Trial Court of Makati, Branch 150 (RTC Branch 150), in Civil Case No. 00-1148[3] dated 12 February 2001, declaring that the quitclaim signed by the petitioner is valid and incontrovertible.

The controversy between the parties began when the Republic of the Philippines, through the Department of Public Works and Highways (DPWH), offered to purchase a portion of a parcel of land with an area of 80,133 square meters, covered by TCT No. T-36751[4] of the Registry of Deeds for Tanauan, Batangas, located at San Rafael, Sto. Tomas, Batangas, for use in the expansion of the South Luzon Expressway. The land is pro-indiviso owned by Cornelia M. Hernandez (Cornelia), petitioner herein, Atty. Jose M. Hernandez, deceased father of respondent Cecilio F. Hernandez (Cecilio),[5] represented by Paciencia Hernandez (Paciencia) and Mena Hernandez (Mena), also deceased and represented by her heirs.[6]

The initial purchase price that was offered by the government was allegedly at Thirty-Five pesos (P35.00) per square meter for 14,643 square meters of the aforementioned land.[7] The Hernandez family rejected the offer. After a series of negotiations with the DPWH, the last offer stood at Seventy Pesos (P70.00) per square meter.[8] They still did not accept the offer and the government was forced to file an expropriation case.

On 9 August 1993, an expropriation case was filed by the Republic of the Philippines, through the DPWH, before the Regional Trial Court, Branch 83 (RTC Branch 83), Tanauan, Batangas.[9] The case was first docketed as Civil Case No. T-859, then Civil Case No. C-023. Branch Clerk of Court Francisco Q. Balderama, Jr., issued a Certification dated 10 January 2001 certifying that the docket numbers stated refers to one and the same case.[10]

In Civil Case No. C-023, different parcels of land in Barangay Tripache, Tanauan Batangas, which belongs to thirty-four (34) families including the Hernandezes are affected by the expansion project of the DPWH. A similar case, Civil Case No. C-022, was consolidated with the former as it affects the same DPWH endeavor. Land in San Rafael, Sto. Tomas, Batangas, which belong to twenty-three (23) families, was also the subject of expropriation.

On 11 November 1993, the owners of the Hernandez property executed a letter indicating: (1) Cecilio as the representative of the owners of the land; and (2) the compensation he gets in doing such job. The letter reads:

November 11, 1993

Mr. Cecilio F. Hernandez
Tanauan, Batangas

Dear Cecilio:

This would confirm to give you twenty (20%) percent of any amount in excess of Seventy (P70.00) Pesos per square meter of our respective shares as success fee for your effort in representing us in Civil Case No. T-859 entitled, "Republic of the Philippines, represented by the Public Works and Highways v. Sto. Tomas Agri-Farms, Inc. and the Appellate Courts."

Whatever excess beyond Three Hundred (P300.00) Pesos per square meter of the area shall likewise be given to you as additional incentive.

We will give you One Thousand Five Hundred (P8,500.00) (sic) Pesos each for the preparation of the pleading before the Regional Trial Court and such other reasonable expenses of litigation pro-indiviso.

Very Truly Yours,

(Sgd.) PACENCIA F. HERNANDEZ

(Sgd.) CORNELIA M. HERNANDEZ

Conforme:

(Sgd.) PACITA M. HERNANDEZ

(Sgd.) CECILIO F. HERNANDEZ

HEIRS OF MENA M. HERNANDEZ

By: (Sgd.) MA. ANTONIA H. LLAMZON

AND

(Sgd.) PERSEVERANDO M. HERNANDEZ[11]

During the course of the expropriation proceedings, an Order dated 13 September 1996 was issued by the RTC Branch 83, informing the parties of the appointment of commissioners to help determine the just compensation. Cecilio was appointed as one of the commissioners to represent the defendants in Civil Case No. C-022. The Order reads:

In order to determine the fair market value of the lands subject of expropriation, the following are appointed as commissioners: Engr. Melchor Dimaano, as representative of the Department of Public Works and Highways (DPWH), Messrs. Magno Aguilar and Cecilio Hernandez, as representatives of the landowners, and Mr. Eric Faustino Esperanza as representative of the Court.[12] (Emphasis ours)

On 18 October 1996, Cornelia, and her other co-owners who were also signatories of the 11 November 1993 letter, executed an irrevocable Special Power of Attorney (SPA) appointing Cecilio Hernandez as their "true and lawful attorney" with respect to the expropriation of the subject property.[13] The SPA stated that the authority shall be irrevocable and continue to be binding all throughout the negotiation. It further stated that the authority shall bind all successors and assigns in regard to any negotiation with the government until its consummation and binding transfer of a portion to be sold to that entity with Cecilio as the sole signatory in regard to the rights and interests of the signatories therein. There was no mention of the compensation scheme for Cecilio, the attorney-in-fact.

The just compensation for the condemned properties was fixed in the Decision[14] dated 7 January 1998, penned by Judge Voltaire Y. Rosales (Judge Rosales) of RTC Branch 83, Tanauan, Batangas. The value of the land located at Barangay Tripache, Tanauan, Batangas, was pegged at One Thousand Five Hundred Pesos (P1,500.00) per square meter. The total area that was condemned for the Hernandez family was Fourteen Thousand Six Hundred Forty-Three (14,643) square meters. Thus, multiplying the values given, the Hernandez family will get a total of Twenty One Million, Nine Hundred Sixty-Four Thousand Five Hundred Pesos (P21,964,500.00) as just compensation.[15]

Included in the decision is the directive of the court to pay the amount of P4,000.00 to Cecilio, as Commissioner's fees.[16]

On 6 October 1999, petitioner executed a Revocation of the SPA[17] withdrawing the authority earlier granted to Cecilio in the SPA dated 18 October 1996. After the revocation, on 28 December 1999, without the termination of counsel on record, Cornelia, with a new lawyer, moved for the withdrawal of her one-third (1/3) share of the just compensation, which is equivalent to Seven Million Three Hundred Twenty-One Thousand Five Hundred Pesos (P7,321,500.00) - the amount a pro-indiviso owner is to receive.

In the Order[18] dated 24 January 2000, Judge Rosales, even with the irregularity that the motion to withdraw was not filed by the counsel of record, granted the motion of petitioner, with the condition that the money shall be released only to the attorney-in-fact, Mr. Cecilio F. Hernandez. The trial court took cognizance of the irrevocable nature of the SPA dated 18 October 1996.[19] Cecilio, therefore, was able to get not just one-third (1/3) of, but the entire sum of Twenty One Million, Nine Hundred Sixty-Four Thousand Five Hundred Pesos (P21,964,500.00).

On 7 February 2000, Cornelia received from Cecilio a Bank of the Philippine Islands Check amounting to One Million One Hundred Twenty-Three Thousand Pesos (P1,123,000.00).[20] The check was however accompanied by a Receipt and Quitclaim[21] document in favor of Cecilio. In essence it states that: (1) the amount received will be the share of Cornelia in the just compensation paid by the government in the expropriated property; (2) in consideration of the payment, it will release and forever discharge Cecilio from any action, damages, claims or demands; and (3) Cornelia will not institute any action and will not pursue her complaint or opposition to the release to Cecilio or his heirs or assigns, of the entire amount deposited in the Land Bank of the Philippines, Tanauan, Batangas, or in any other account with any bank, deposited or will be deposited therein, in connection with Civil Case No C-023, representing the total just compensation of expropriated properties under the aforementioned case.

The check was received by Cornelia with a heavy heart. She averred in her ex-parte testimony that she was forced to receive such amount because she needs the money immediately for medical expenses due to her frail condition.[22]

Moreover, Cornelia averred that after a few days from her receipt of the check, she sought the help of her niece, Daisy Castillo, to get the decision in Civil Case No. C-022.[23] It was only then, when her niece got hold of the decision and explained its contents, that she learned that she was entitled to receive Seven Million Three Hundred Twenty-One Thousand Five Hundred Pesos (P7,321,500.00).[24] In a Letter[25] dated 22 June 2000, Cornelia demanded the accounting of the proceeds. The letter was left unanswered. She then decided to have the courts settle the issue. A Complaint for the Annulment of Quitclaim and Recovery of Sum of Money and Damages[26] was filed before the RTC Branch 150 of Makati on 18 September 2000. The case was docketed as Civil Case No. 00-1184.

Cecilio, despite the service of summons and copy of the complaint failed to file an answer. The trial court explained further that Cecilio was present in the address supplied by the petitioner but refused to receive the copy. The trial court even gave Cecilio ten (10) more days, from his refusal to accept the summons, to file his answer. Upon the motion of the petitioner, respondent Cecilio was declared in default. The court allowed petitioner to adduce evidence ex parte.[27]

Cecilio tried to file a Motion for Reconsideration to lift the order of default. However, the trial court found that the leeway they have given Cecilio to file an answer was more than enough.

In the Decision dated 12 February 2001, the RTC Branch 150 of Makati, through Judge Zeus C. Abrogar denied

the motion and nullified the quitclaim in favor of Cecilio. The fallo of the case reads:

WHEREFORE, judgment is hereby rendered in favor of the plaintiff and against the defendant, declaring the receipt and quitclaim signed by the plaintiff dated February 7, 2000 as null and void and ordering the defendant to pay the plaintiff the amount of;

- P6,198,417.60, including the accrued interest thereon with 12% per annum, computed from the date of the filing hereof until the said amount is fully paid;
- payment of P200,000.00 to the plaintiff by the defendant by way of moral damages;
- attorney's fees in the sum of P100,000.00 and;
- cost of suit.[28]

Aggrieved, Cecilio appealed the Decision of the trial court. The Court of Appeals did not discuss whether the default order was proper. However, the appellate court, in its Decision dated 29 May 2003 reversed and set aside the ruling of the trial court. The dispositive portion reads:

WHEREFORE, premises considered, the Decision dated February 12, 2001, of the Regional Trial Court of Makati, National Capital Judicial Region, Branch 150, in Civil Case No. 00-1148, is hereby REVERSED and SET ASIDE and a new one is entered ordering the dismissal of the complaint filed on September 13, 2000 by the appellee against the appellant. No pronouncement as to costs.[29]

Petitioner Cornelia now submits that the Court of Appeals erred in holding the validity of the receipt and quitclaim document contrary to law and jurisprudence.[30] She holds that the distribution of award that transpired is unjust and prays that the decision of the RTC Branch 150 of Makati be reinstated.

We agree.

The trial court awarded the Hernandez family, among others, a total amount of P21,964,500.00 for the expropriation of 14,643 square meters of land to be used as extension of the South Luzon Expressway. The three co-owners of the said land, Cornelia, Mena and Paciencia were listed as item number twenty (20) in the decision dated 7 January 1998, as one of the recipients of the just compensation to be given by the government.[31] As pro-indiviso landowners of the property taken, each one of them ought to receive an equal share or one third (1/3) of the total amount which is equivalent to P7,321,500.00.

The equal division of proceeds, however, was contested by Cecilio. He avers that he is the agent of the owners of the property.[32] He bound himself to render service on behalf of her cousins, aunt and mother, by virtue of the request of the latter.[33] As an agent, Cecilio insists that he be given the compensation he deserves based on the agreement made in the letter dated 11 November 1993, also called as the service contract,[34] which was signed by all the parties. This is the contract to which Cecilio anchors his claim of validity of the receipt and quitclaim that was signed in his favor.

I.

A contract where consent is given through mistake, violence, intimidation, undue influence, or fraud is voidable.[35] In determining whether consent is vitiated by any of the circumstances mentioned, courts are given a wide latitude in weighing the facts or circumstances in a given case and in deciding in their favor what they believe to have actually occurred, considering the age, physical infirmity, intelligence, relationship, and the conduct of the parties at the time of the making of the contract and subsequent thereto, irrespective of whether the contract is in public or private writing.[36] And, in order that mistake may invalidate consent, it should refer to

the substance of the thing which is the object of the contract, or those conditions which have principally moved one or both parties to enter the contract.[37]

The compensation scheme of 20% of any amount over P70.00 per square meter and everything above P300.00 per square meter was granted in favor of Cecilio by the Hernandezes on 11 November 1993. At that time, the Hernandezes had just rejected the government's offer of P35.00 per square meter, which offer last stood at P70.00 per square meter. It was the rejection likewise of the last offer that led to the filing of the expropriation case on 9 August 1993. It was in this case, and for Cecilio's representation in it of the Hernandezes, that he was granted the compensation scheme. Clear as day, the conditions that moved the parties to the contract were the base price at P70.00 per square meter, the increase of which would be compensated by 20% of whatever may be added to the base price; and the ceiling price of P300.00 per square meter, which was considerably high reckoned from the base at P70.00, which would therefore, allow Cecilio to get all that which would be in excess of the elevated ceiling. The ceiling was, from the base, extraordinarily high, justifying the extraordinary grant to Cornelio of all that would exceed the ceiling.

It was on these base and ceiling prices, conditions which principally moved both parties to enter into the agreement on the scheme of compensation, that an obvious mistake was made. The trial court, deviating from the principle that just compensation is determined by the value of the land at the time either of the taking or filing,[38] which was in 1993, determined the compensation as the 1998 value of P1,500.00 per square meter. The trial court ratiocinated that the 1998 value was considered for the reason, among others that:

3. It is common knowledge that prices of real estate in Batangas, including and/or particularly in Sto. Tomas and Tanauan have skyrocketed in the past two years;[39] (Emphasis ours).

This 1998 "skyrocketed" price of P1,500.00 per square meter was pounced upon by Cecilio as the amount against which the 1993 ceiling of P300.00 per square meter should be compared, thereby giving him the amount computed[40] as follows:

CECILIO'S FEES = (20% of anything over P70.00) + (everything in excess of P300)

*If the land value is at P1,500.00 per square meter, then,

= (20% of P230.00) + (P1,500.00 - P300.00)
= P46.00 + P1,200.00
= P1,246.00 per square meter

CORNELIA'S SHARE = (land value at 1,500 less Cecilio's fees)

= P254.00 per square meter

*The total expropriated property is at 14,643 m², thus, Cecilio will get a total of

= P1,246.00 * 14,643

= P18,245,178.00 total compensatinon

*One Third of the above value shows that Cecilio will get, from Cornelia

= P6,081,726.00

It must be noted that:

*The Hernandez' family gets P21,964,500 for 14,643 m², at P1,500.00 per m²

*One-third (1/3) of that is P7,321,500 representing the share of a co-owner like Cornelia

*What will be left of Cornelia's share if she pays Cecilio will be:

P1,239,774 less: 124,953.60 (Nominal Cost of Litigation as averred by Cecilio)

1,500.00 (Nominal payment for preparation of pleadings)

OVERALL TOTAL AMOUNT CORNELIA WILL RECEIVE:

P 1,113,320.4

As opposed to:

OVERALL TOTAL AMOUNT CECILIO WILL RECEIVE:

P6,081,726.00

Cecilio's position would give him 83.07% of the just compensation due Cornelia as a co-owner of the land. No evidence on record would show that Cornelia agreed, by way of the 11 November 1993 letter, to give Cecilio 83.07% of the proceeds of the sale of her land.

What is on record is that Cornelia asked for an accounting of the just compensation from Cecilio several times, but the request remained unheeded. Right at that point, it can be already said that Cecilio violated the fiduciary relationship of an agent and a principal. The relation of an agent to his principal is fiduciary and it is elementary that in regard to property subject matter of the agency, an agent is estopped from acquiring or asserting a title adverse to that of the principal. His position is analogous to that of a trustee and he cannot, consistently with the principles of good faith, be allowed to create in himself an interest in opposition to that of his principal or cestui que trust.[41]

Instead of an accounting, what Cornelia received was a receipt and quitclaim document that was ready for signing. As testified to by Cornelia, due to her frail condition and urgent need of money in order to buy medicines, she nevertheless signed the quitclaim in Cornelio's favor. Quitclaims are also contracts and can be voided if there was fraud or intimidation that leads to lack of consent. The facts show that a simple accounting of the proceeds of the just compensation will be enough to satisfy the curiosity of Cornelia. However, Cecilio did not disclose the truth and instead of coming up with the request of his aunt, he made a contract intended to bar Cornelia from recovering any further sum of money from the sale of her property.

The preparation by Cecilio of the receipt and quitclaim document which he asked Cornelia to sign, indicate that even Cecilio doubted that he could validly claim 83.07% of the price of Cornelia's land on the basis of the 11 November 1993 agreement. Based on the attending circumstances, the receipt and quitclaim document is an act of fraud perpetuated by Cecilio. Very clearly, both the service contract of 11 November 1993 letter- agreement, and the later receipt and quitclaim document, the first vitiated by mistake and the second being fraudulent, are void.

II.

Cecilio's last source of authority to collect payment from the proceeds of the expropriation is the SPA executed on 18 October 1996 by the Hernandezes in favor of Cecilio as their "true and lawful" attorney with respect to the expropriation of the Hernandez property. At the outset, it must be underscored that the SPA did not specify the compensation of Cecilio as attorney-in-fact of the Hernandezes.

The SPA, however, must be appreciated in the light of the fact that Cecilio was appointed and acted as appraisal commissioner in the expropriation case under the provisions of Section 5, Rule 67 of the Rules of Court, which provides:

SEC. 5. Ascertainment of compensation. -- Upon the rendition of the order of expropriation, the court shall appoint not more than three (3) competent and disinterested persons as commissioners to ascertain and report to the court the just compensation for the property sought to be taken. The order of appointment shall designate the time and place of the first session of the hearing to be held by the commissioners and specify the time within which their report shall be submitted to the court. (Emphasis ours).

The commissioner to be appointed is specifically required to be disinterested. As defined, such person must be free from bias, prejudice or partiality.[42] The record of performance by Cecilio of his duties as commissioner shows: (1) Order dated 13 September 1996 appointing Cecilio and three others as court commissioners; (2) Agreement on the course of action of the commissioners appointed 13 September 1996 whereby respondent Cecilio signed as a court commissioner; (3) Appraisal Commission Report dated 10 January 1997 signed by respondent and his fellow court commissioners; (4) Dissenting Opinion on the Lone Minority Report dated 14 February 1997 signed by respondent and two other court commissioners; and (5) Decision dated 7 February 1997 which sets the fees of the court commissioners.[43]

When Cecilio accepted the position as commissioner and proceeded to perform the duties of such commissioner until the completion of his mandate as such, he created a barrier that prevented his performance of his duties under the SPA. Due to the nature of his duties and functions as commissioner, Cecilio became an officer of the court. As stated in Section 5, Rule 67 of the Rules of Court, the commissioner's duty is to "ascertain and report to the court the just compensation for the property to be taken." The undertaking of a commissioner is further stated under the rules, to wit:

SEC. 6. Proceedings by commissioners.--Before entering upon the performance of their duties, the commissioners shall take and subscribe an oath that they will faithfully perform their duties as commissioners, which oath shall be filed in court with the other proceedings in the case. Evidence may be introduced by either party before the commissioners who are authorized to administer oaths on hearings before them, and the commissioners shall, unless the parties consent to the contrary, after due notice to the parties to attend, view and examine the property sought to be expropriated and its surroundings, and may measure the same, after which either party may, by himself or counsel, argue the case. The commissioners shall assess the consequential damages to the property not taken and deduct from such consequential damages the consequential benefits to be derived by the owner from the public use or purpose of the property taken, the operation of its franchise by the corporation or the carrying on of the business of the corporation or person taking the property. But in no case shall the consequential benefits assessed exceed the consequential damages assessed, or the owner be deprived of the actual value of his property so taken.

Cecilio acted for the expropriation court. He cannot be allowed to consider such action as an act for or in behalf of the defendant in the same case. Cecilio could not have been a hearing officer and a defendant at the same time. Indeed, Cecilio foisted fraud on both the Court and the Hernandezes when, after his appointment as commissioner, he accepted the appointment by the Hernandezes to "represent" and "sue for" them.

It should be noted, finally, that, as completion of his appointment as commissioner, compensation for the work he has done for the court was awarded, as stated in the decision rendered in the case, thus:

Finally, plaintiff is directed to pay the corresponding Commissioner's fees of the following, to wit:

1. Eric Faustino J. Esperanza - Chairman P5,000.00
2. Cecilio F. Hernandez - Member 4,000.00
3. Magno Aguilar - Member 4,000.00
4. Melchor Dimaano - Member 4,000.00[44]

III.

Cecilio breached an obligation that is neither a loan nor forbearance of money. The decision of the lower court ordering Cecilio to pay the amount of P6,189,417.60 to Cornelia at 12% per annum until fully paid should be modified to 6% per annum from the time of the filing of the complaint up to the date of the decision, and at 12% per annum from finality until fully paid, in order to conform to the doctrine enunciated by *Eastern Shipping Lines, Inc. v. Court of Appeals*,^[45] to wit:

2. When an obligation, not constituting a loan or forbearance of money, is breached, an interest on the amount of damages awarded may be imposed at the discretion of the court at the rate of 6% per annum. No interest, however, shall be adjudged on unliquidated claims or damages except when or until the demand can be established with reasonable certainty. Accordingly, where the demand is established with reasonable certainty, the interest shall begin to run from the time the claim is made judicially or extrajudicially (Art. 1169, Civil Code) but when such certainty cannot be so reasonably established at the time the demand is made, the interest shall begin to run only from the date of the judgment of the court is made (at which time the quantification of damages may be deemed to have been reasonably ascertained). The actual base for the computation of legal interest shall, in any case, be on the amount of finally adjudged.

3. When the judgment of the court awarding a sum of money becomes final and executory, the rate of legal interest, whether the case falls under paragraph 1 or paragraph 2, above, shall be 12% per annum from such finality until its satisfaction, this interim period being deemed to be by then an equivalent to a forbearance of credit.

WHEREFORE, premises considered, the Decision of the Court of Appeals is hereby REVERSED and SET ASIDE. The Decision of the RTC of Makati, Branch 150 is REINSTATED with the following MODIFICATIONS that the interest on the monetary awards should be at 6% per annum from the time of the filing of the complaint up to the date of the decision, and at 12% per annum from finality until fully paid.

SO ORDERED.

Corona, C.J., (Chairperson), Velasco, Jr., Leonardo-De Castro, and Del Castillo, JJ., concur.

[1] Under Rule 45 of the Rules of Court.

[2] Rollo, pp. 37-51.

[3] Decision of the RTC Branch 150, *id.* at 52-56.

[4] Transfer Certificate of Title, Annex "C," *id.* at 57.

[5] TSN, 8 December 2000, pp. 4-6.

[6] Petition. Rollo, p. 10.

[7] Brief for the Appellant. CA rollo, p.72

[8] *Id.*

[9] *Id.*

[10] *Id.*

[11] Rollo, p. 58.

[12] Id. at 59.

[13] Id. at 60-62.

[14] Id. at 63-68.

[15] Just Compensation = (Area of land) * (Value per m²)

[16] Rollo, p. 67.

[17] Revocation of Special Power of Attorney, Annex "I." Id. at 69-70.

[18] Order of Judge Voltaire Rosales, Branch 83. Id. at 74.

[19] Petition. Id. at 14.

[20] Id.

[21] Id. at 81-82.

[22] TSN, 8 December 2000, p. 10.

[23] Id. at 12-13.

[24] Id. at 13.

[25] Rollo, pp. 83-84.

[26] Complaint, Annex "O," id. at 85-90.

[27] Id. at 15.

[28] Id. at 56.

[29] Decision of the Court of Appeals in CA G.R. CV. No. 70184, id. at 50.

[30] Id. at 18.

[31] Petition - Arguments and Discussion. Id. at 66.

[32] Decision, RTC Branch 83. Id. at 121.

[33] Art. 1868, Civil Code.

[34] Brief for the Appellant (Cecilio), CA rollo, p. 73.

[35] Art. 1330, Civil Code.

[36] TOLENTINO, Commentaries and Jurisprudence on the Civil Code of the Philippines, Vol. IV, 1991, Art. 1330, p. 475 citing *Transporte v. Beltran*, 51 Off. Gaz. 1434, March, 1955.

[37] Art. 1331, Civil Code.

[38] Sec. 4, Rule 67 of the Rules of Court.

[39] Decision, RTC Branch 83, Tanauan Batangas in Civil Case No. C-023. Rollo, p. 65.

[40] The computation herein is the correct application of the formula in the service contract. There was an error in the computation made by Cecilio in its Appellant's Brief (CA rollo, p. 172).

[41] Thomas v. Pineda, G.R. No. L-2411, 28 June 1951, citing Severino v. Severino, 44 Phil. 343.

[42] Roget's Thesaurus, Fourth ed., 2001, adj.: impartial, unbiased, neutral, free from bias, unprejudiced, fair, impersonal, outside, uninvolved, dispassionate, free from self-interest.

[43] Petition. Rollo, p. 22.

[44] Decision, RTC Branch 83 in Civil Case No. C-023. Rollo, p. 67.

[45] G.R. No. 97412, 12 July 1994, 234 SCRA 78, 96-97.

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