

TANJAY WATER DISTRICT, CARMELITO A. LIMBAGA, NENITA R. PILAS, ADELINA Q. LIMBAGA, GODOFREDO R. BORRROMEO AND RICHARD REGALADO, PETITIONERS, VS. CESAR A. QUNIT, JR., RESPONDENT.

G.R. NO. 160502. April 27, 2007

Ponente: CALLEJO, SR., J.

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CALLEJO, SR., J.:

Before the Court is a Petition for Review on Certiorari of the Decision[1] of the Court of Appeals (CA) in CA-G.R. SP No. 45702, which set aside Resolution No. 97-3853 of the Civil Service Commission (CSC).

The Antecedents

Sometime in 1987, the Board of Directors of Tanjay Water District (TWD Board) composed of Carmelito A. Limbaga, Nenita R. Pilas, Adelina Q. Limbaga, Godofredo R. Borrromeo, and Richard Regalado appointed respondent Engineer Cesar A. Qunit, Jr. as the water district's General Manager effective November 18, 1987[2] subject to the terms and conditions of the Appointment Proposal.[3] On October 1, 1993, the TWD Board appointed respondent as General Manager, which appointment was attested by the Civil Service Commission (CSC) as permanent.[4] At the time, Section 23 of Presidential Decree (P.D.) No. 194, as amended by Section 9 of PD No. 768, provided that "the General Manager of the local water districts shall serve at the pleasure of the Board of Directors of such local water districts." [5]

Sometime in 1996, respondent had disagreements with the members of the TWD Board relative to the management of the water district. He wrote a letter[6] dated August 13, 1996, to the Administrator of the Local Water Utilities Administration (LWUA) requesting that all the members of the TWD Board be replaced. He complained, among others, that the following irregularities were committed by the TWD Board: (1) several resolutions were passed appropriating for themselves the funds of the water district; (2) to circumvent the law mandating that its function is only for policy-making, the Board created a Prequalification, Bidding and Awards Committee (PBAC) which interfered and intervened with the day-to-day affairs of the management of the water district; (3) several CSC memorandum circulars were violated by the TWD Board; (4) the salary adjustments of the employees were, likewise, not implemented, in violation of an executive order; and (5) the salary and benefits of the General Manager were "slashed." Respondent insisted that a number of actions of the Board further led to revenue losses to TWD, and that several proposals had been unjustly disapproved by the Board. According to respondent, all the resources of the District will be "eaten by the dogs." [7]

Thereafter, on August 31, 1996, the TWD Board approved Resolution No. 49, Series of 1996[8] terminating the services of respondent as General Manager effective September 1, 1996. The Resolution reads:

BOARD RESOLUTION NO. 49

Series of 1996

WHEREAS, Engr. Cesar A. Qunit, Jr., Tanjay Water District General Manager had shown total disrespect for each member of the Board when he dared to refer to them as "Dogs" in a letter he sent to LWUA;

WHEREAS, Engr. Cesar A. Qunit, Jr. humiliated the members of the Board when he bluntly remarked that the Board's concern is their own personal interest and made the Water District a source of their bread and butter;

WHEREAS, Engr. Cesar A. Qunit, Jr. committed a grave error when he implemented the salary increase without the authority of the Board and without proper appropriation;

WHEREAS, Engr. Cesar A. Qunit, Jr. has corroded the relationship between he as General Manager of Tanjay Water District and the Board of Directors which is irreparable.

NOW, THEREFORE, after thorough study and deliberation, BE IT RESOLVED, as it is hereby resolved, upon motion of everybody and seconded by everybody to end the services of Engr. Cesar A. Qunit, Jr. as General Manager of Tanjay Water District and all his other concurrent positions effective September 1, 1996.

FURTHER RESOLVED to inform Engr. Cesar A. Qunit, Jr. Accordingly through this Resolution.

APPROVED. August 31, 1996

(Signatura)

CARMELITO A. LIMBAGA, SR.

Chairman

(Signatura) (Signature)

ADELINA Q. LIMBAGA GODOFREDO R. BORROMEO

Member-Secr./Treas. Member

(Signatura) (Signatura)

NENITA R. PILAS RICHARD V. REGALADO

Member Member[9]

Respondent forthwith filed a complaint for illegal termination against the TWD Board before the Regional Office No. VII of the Civil Service Commission (CSC).[10] He alleged that the Board failed to justify his termination, let alone observe due process. He also pointed out that his appointment was attested to by the CSC as permanent; hence, he could only be removed for cause.[11] The TWD Board, however, made the following comment on the charge:

The status and nature of the appointment of the complaint cannot go beyond the law which created the position of general manager of the water district. And this is Presidential Decree No. 198, specifically Section 23 thereof [as amended by Section 9, PD 768] which provides in part that "said officer [general manager] shall serve at the pleasure of the board."

It is humbly submitted that regardless of how many "permanent" appointments the board will issue to a general manager of a water district [which may be considered as purely ultra-vires act] and in spite of any annotation of "permanent" made by the Civil Service Commission on the appointment of any given general manager, said position continues to be primarily confidential.

x x x x

It is basic and elementary, under this jurisdiction, that the term of office of appointees who serve at the pleasure of the appointing authority is co-terminus with the trust and confidence reposed upon (sic) the latter unto the former.

In the case-at-bar, when complainant breached that trust and confidence reposed on him by the respondent, the act of respondent in withdrawing its trust and confidence on the complainant operates, ipso jure as a termination of complainant's term of office.[12]

After due proceedings, the CSC, on September 18, 1997, issued Resolution No. 97-3853[13] affirming the validity of the Resolution issued by the TWD Board. The CSC ruled that respondent's position as General Manager was primarily confidential in nature and terminable at the pleasure of the TWD Board. It opined that the tenure of the General Manager would last only for as long as he enjoyed the trust and confidence of the Board. There was no violation of his right to due process of law because he was neither removed nor dismissed; his term of office merely expired. The CSC further ruled that, notwithstanding its attestation that respondent's appointment was permanent, the TWD Board was empowered to remove the General Manager from the service on the ground of loss of confidence at any time.[14]

Aggrieved, respondent appealed the case to the CA via a petition for review under Rule 43 of the Rules of Court, alleging that:

- THE PETITIONER IS A CIVIL SERVICE ELIGIBLE AND THUS ENJOYS SECURITY OF TENURE AND CANNOT BE TERMINATED WITHOUT CAUSE AND DUE PROCESS,
- THE CIVIL SERVICE COMMISSION GRAVELY ERRED IN UPHOLDING THE CONTINUED VALIDITY AND/OR APPLICABILITY (SIC) SEC. 23, PD 198, TO THE PETITIONER,
- THE RESOLUTION RENDERED BY THE CIVIL SERVICE COMMISSION IS CONTRARY TO LAW AND JURISPRUDENCE WHEN IT FAILED TO CONSIDER THE SUPREME COURT DECISIONS IN DAVAO CITY WATER DISTRICT, ET AL., VS. CSC, ET AL., BAGUIO CITY WATER DISTRICT VS. TRAJANO AND EVEN THIS COURT'S RULING IN CA-G.R. SP. NO. 35611, MARTIR VS. KABANKALAN WATER DISTRICT, ET AL.[15]

The appellate court rendered judgment setting aside the assailed Resolution of the CSC. The CA ruled that Section 23 of P.D. No. 198, as amended, which governs local water districts, explicitly provides that the General Manager of a water district shall serve at the pleasure of the Board. While the employees of a local water district are entitled to the protection of the Civil Service Law, the General Manager thereof still holds office at the pleasure of its board of directors. The appellate court declared that the Civil Service Law did not repeal P.D. No. 198 insofar as the nature and status of the position of General Manager is concerned, following the principle in statutory construction that when two statutes apply to a particular subject matter, that which was specifically enacted or designed for a particular subject matter must prevail. Hence, it declared, P.D. No. 198, as amended, which governs local water districts, must prevail over the Civil Service Law, which applies to all government employees in general.[16]

The appellate court likewise explained that officials and employees holding primarily confidential positions continue in service only for so long as confidence in them endures. The termination of their official relation can be justified on the ground of loss of confidence, and their cessation from office involves no removal but expiration of the term of service. Consequently, since the TWD Charter provides that respondent shall serve "at the pleasure of the Board," his tenure lasts only for as long as he enjoys its trust and confidence. Since his services were terminated when Resolution No. 49, Series of 1996 was issued, his tenure in office is deemed to have expired. The CA added that the reason for the loss of confidence as stated in the Board's Resolution was not arbitrary or tainted with malice or bad faith.[17]

However, the CA ruled that, since the TWD Board failed to comply with the imperative requirement of due process, it was liable to pay respondent back salaries. The appellate court noted that the Board passed the

Resolution on August 31, 1996, but it was to take effect on the following day. Respondent was thus not apprised of the Board's plaint against him, and was not given the opportunity to be heard thereon and to defend himself. Citing *Serrano v. National Labor Relations Commission*,^[18] the appellate court declared that if the termination has legal basis but is deficient in procedure, payment of full backwages (computed from the time of termination up to the finality of the decision) may be awarded to the employee. However, since respondent was an employee of a government-owned or controlled corporation (GOCC), his entitlement to back salaries is limited to only five years from the date of his defective termination.^[19] The fallo of the CA decision reads:

WHEREFORE, premises considered, the assailed resolution of the Civil Service Commission is SET ASIDE, and a new judgment is hereby rendered upholding the legality of petitioner's termination as general manager, but ordering respondent Tanjay Water District to pay his full back salaries for a period of five (5) years from September 1, 1996 which is the date of his termination.

SO ORDERED.^[20]

The TWD and its Board (petitioners) filed the instant petition for review on certiorari, alleging that the appellate court erred as follows:

- (a) Decided a question of substance, not heretofore determined by the Supreme Court by applying jurisprudence in labor cases on loss of confidence in the appealed case below;
- (b) Decided the appealed case not in accord with law and applicable decision of this Honorable Tribunal when it declared that the termination of the respondent was illegal for failure to comply with the requirement of due process;
- (c) Departed from the accepted and usual course of judicial proceedings when it ordered petitioner Tanjay Water District to pay respondent ½s full back salaries for a period of five (5) years.^[21]

Petitioners maintain that the CA erred in upholding the validity of respondent's termination, declaring that he was denied due process, and in finding that he was a confidential employee who served at the pleasure of the TWD Board. They insist that the rulings in ordinary labor cases cannot be applied to a case involving a GOCC employee holding a primarily confidential position; in cases involving confidential positions, the due process requirement under the Constitution is satisfied by the mere act of informing the confidential employee that his or her term has expired. Petitioners further claim that they complied accordingly when they issued Board Resolution No. 49, Series of 1996. The CA cannot therefore award the full five-year back salaries to respondent.

For his part, respondent contends that he was denied due process because his termination was made effective on September 1, 1996, or the day following the passage of the TWD Board Resolution. While an employee might be terminated for loss of confidence, the manner and procedure for termination must be in accordance with the basic requirement of due process; otherwise the termination would be illegal and invalid. Since he was not afforded due process, respondents are required to pay back salaries for a period of five (5) years from the time he was terminated from service.

Respondent further argues, in his Memorandum,^[22] that his termination from service was illegal and invalid. Hence, he is entitled to reinstatement. He claims that petitioners acted with arbitrariness, malice or bad faith when they terminated his services. He points out that the employer's prerogative to dismiss a managerial employee must not be exercised arbitrarily so as not to render nugatory the employee's constitutional right to security of tenure. Further, loss of confidence, as a ground for dismissal, was never intended to afford an occasion for abuse because of its subjective nature. Respondent cites the ruling of this Court in *Gray v. De Vera*,^[23] which he claims is on all fours with the instant case.

The Court's Ruling

The instant petition relates only to the propriety of the appellate court's award of five-year back salaries to petitioner. Although respondent alleged in his Memorandum that he was illegally dismissed from his position as General Manager of petitioner TWD and prayed for reinstatement to his former position, he is proscribed from doing so for the following reasons:

First. Respondent did not appeal the decision of the CA. It is settled that while an appellee (who is not also an appellant) may assign errors in his brief or pleadings, if the purpose is to maintain the judgment on other grounds, the appellee cannot ask for modification or reversal of the judgment or affirmative relief unless he has also filed an appeal.[24] Thus, the appellate court's ruling, that respondent was validly removed from service due to expiration of his term, is already binding upon him. He cannot therefore belatedly ask for its reversal.

Second. Contrary to respondent's claim, the ruling of this Court in *Gray v. De Vera*[25] is not applicable. In that case, Benjamin Gray, who was appointed Board Secretary of the People's Homesite and Housing Corporation, sent a telegram to then President Carlos P. Garcia requesting for a complete revamp of the Board because of the latter's mismanagement. Consequently, the Board issued a resolution terminating his services and replacing him immediately on account of loss of confidence due to treachery or disloyalty. Through the erudite pen of then Associate Justice Francisco R. Capistrano, this Court, in that case, ruled that although the President in Executive Order No. 399 declared Gray's position as primarily confidential in nature, he could not be removed from office without a formal charge specifying the ground for removal, and without giving him an opportunity of being heard. Gray's removal from office was thus without due process of law. The Court declared that he was removed from office without due process and without lawful cause for he merely did an act of civil duty, consonant with the honesty and integrity required for the position.

In the more recent case of *Pangilinan v. Maglaya*,[26] this Court clarified the doctrine in *Gray* as follows:

Although *Gray* was holding a highly confidential position, the Court regarded his separation as a removal and so applied the constitutional prohibition against the suspension or dismissal of an officer or member of the civil service without cause as provided by law. That was a rather loose interpretation of the term "dismissal," which is defined as the ouster of the incumbent before the expiration of his term. Subsequent decisions have made it clear that where a person holds his position at the pleasure of a superior or subject to some supervening event, his separation from office is not removal. It is effected by the will of the superior or by the happening of the contingency, resulting in another and different mode of terminating official relations known as expiration of the term.[27]

Irrefragably, in the instant case, respondent's term as General Manager of TWD merely expired when the Board passed Resolution No. 49, Series of 1996 on August 31, 1996. This is consonant with the following ruling of this Court in *Paloma v. Mora*,[28] a case which also involves a general manager of a water district:

In the case at bar, P.D. No. 198, otherwise known as THE PROVINCIAL WATER UTILITIES ACT OF 1973, which was promulgated on 25 May 1973, categorically provides that the general manager shall serve at the pleasure of the board of directors, viz:

Section 23. Additional Officers. — At the first meeting of the board, or as soon thereafter as practicable, the board shall appoint, by a majority vote, a general manager, an auditor, and an attorney, and shall define their duties and fix their compensation. Said officers shall serve at the pleasure of the board.

Section 23 of P.D. No. 198 was later amended by P.D. No. 768 on 15 August 1975 to read:

SEC. 23. The General Manager. — At the first meeting of the board, or as soon thereafter as practicable, the board shall appoint, by a majority vote, a general manager and shall define his duties and fix his compensation.

Said officer shall serve at the pleasure of the board. (Emphasis supplied)

Mandamus does not lie to compel the Board of Directors of the Palompon, Leyte Water District to reinstate petitioner because the Board has the discretionary power to remove him under Section 23 of P.D. No. 198, as amended by P.D. No. 768.

The case of *Mita Pardo de Tavera v. Philippine Tuberculosis Society, Inc.* delineated the nature of an appointment held "at the pleasure of the appointing power" in this wise:

An appointment held at the pleasure of the appointing power is in essence temporary in nature. It is co-extensive with the desire of the Board of Directors. Hence, when the Board opts to replace the incumbent, technically there is no removal but only an expiration of term and in an expiration of term, there is no need of prior notice, due hearing or sufficient grounds before the incumbent can be separated from office. The protection afforded by Section 7.04 of the Code of By-Laws on Removal Of Officers and Employees, therefore, cannot be claimed by petitioner. (Emphasis supplied)

In fine, the appointment of petitioner and his consequent termination are clearly within the wide arena of discretion which the legislature has bestowed the appointing power, which in this case is the Board of Directors of the Palompon, Leyte Water District. Here, considering that the petitioner is at loggerheads with the Board, the former's services obviously ceased to be "pleasurable" to the latter. The Board of Directors of a Water District may abridge the term of the General Manager thereof the moment the latter's services cease to be convivial to the former. Put another way, he is at the mercy of the appointing powers since his appointment can be terminated at any time for any cause and following *Orcullo* there is no need of prior notice or due hearing before the incumbent can be separated from office. Hence, petitioner is treading on shaky grounds with his intransigent posture that he was removed sans cause and due process.

Yes, as a general rule, no officer or employee of the civil service shall be removed or suspended except for cause provided by law as provided in Section 2(3), Article IX-B of the 1987 Constitution. As exception to this, P.D. No. 198, which we held in *Feliciano v. Commission On Audit* to be the special enabling charter of Local Water Districts, categorically provides that the General Manager shall serve "at the pleasure of the board."

Correlatively, the nature of appointment of General Managers of Water Districts under Section 23 of P.D. No. 198 falls under Section 14 of the Omnibus Rules Implementing Book V of Executive Order No. 292, otherwise known as the Administrative Code of 1987, which provides:

Sec. 14. An appointment may also be co-terminous which shall be issued to a person whose entrance and continuity in the service is based on the trust and confidence of the appointing authority or that which is subject to his pleasure, or co-existent with his tenure, or limited by the duration of project or subject to the availability of funds.

The co-terminous status may thus be classified as follows:

- (1) Co-terminous with the project — when the appointment is co-existent with the duration of a particular project for which purpose employment was made or subject to the availability of funds for the same;
- (2) Co-terminous with the appointing authority — when appointment is co-existent with the tenure of the appointing authority or at his pleasure;
- (3) Co-terminous with the incumbent — when the appointment is co-existent with the appointee, in that after the resignation, separation or termination of the services of the incumbent the position shall be deemed automatically abolished; and
- (4) Co-terminous with a specific period — appointment is for a specific period and upon expiration thereof, the

position is deemed abolished; . . . (Underscoring supplied.)

The Court has previously sustained the validity of dismissal of civil servants who serve at the pleasure of the appointing power and whose appointments are covered by Section 14 of the Omnibus Rules Implementing Book V of Executive Order No. 292 as cited above. Thus, in *Orcullo, Jr. v. Civil Service Commission*, petitioner was hired as Project Manager IV by the Coordinating Council of the Philippine Assistance Program-BOT Center. In upholding the termination of his employment prior to the expiration of his contract, we held that petitioner serves at the pleasure of the appointing authority. This Court ruled in *Orcullo* —

A perusal of petitioner's employment contract will reveal that his employment with CCPAP is qualified by the phrase "unless terminated sooner." Thus, while such employment is co-terminous with the PAPS project, petitioner nevertheless serves at the pleasure of the appointing authority as this is clearly stipulated in his employment contract. We agree with the appellate court's interpretation of the phrase "unless terminated sooner" to mean that his contractual job as Project Manager IV from March 11, 1996 to January 30, 2000 could end anytime before January 30, 2000 if terminated by the other contracting party-employer CCPAP. (Emphasis supplied)

Neither is it the Court's business to intrude into the Congressional sphere on the matter of the wisdom of Section 23 of P.D. No. 198. One of the firmly entrenched principles in constitutional law is that the courts do not involve themselves with nor delve into the policy or wisdom of a statute. That is the exclusive concern of the legislative branch of the government. When the validity of a statute is challenged on constitutional grounds, the sole function of the court is to determine whether it transcends constitutional limitations or the limits of legislative power. No such transgression has been shown in this case.

Moreover, laws change depending on the evolving needs of society. In a related development, President Gloria Macapagal-Arroyo inked into law Republic Act No. 9286, which amended Section 23 of P.D. No. 198 providing that thereafter, the General Manager of Water Districts shall not be removed from office, except for cause and after due process. Rep. Act No. 9286 reads:

Republic Act No. 9286

AN ACT FURTHER AMENDING PRESIDENTIAL DECREE NO. 198, OTHERWISE KNOWN AS "THE PROVINCIAL WATER UTILITIES ACT OF 1973", AS AMENDED

Approved: April 2, 2004

x x x

Sec. 2. Section 23 of Presidential Decree No. 198, as amended, is hereby amended to read as follows:

Sec. 23. The General Manager. — At the first meeting of the Board, or as soon thereafter as practicable, the Board shall appoint, by a majority vote, a general manager and shall define his duties and fix his compensation. Said officer shall not be removed from office, except for cause and after due process. (Emphasis supplied.)

x x x

Sec. 5. Effectivity Clause. — This Act shall take effect upon its approval.

Unfortunately for petitioner, Rep. Act No. 9286 is silent as to the retroactivity of the law to pending cases and must, therefore, be taken to be of prospective application. The general rule is that in an amendatory act, every case of doubt must be resolved against its retroactive effect. Since the retroactive application of a law usually divests rights that have already become vested, the rule in statutory construction is that all statutes are to be construed as

having only a prospective operation unless the purpose and intention of the legislature to give them a retrospective effect is expressly declared or is necessarily implied from the language used.

First, there is nothing in Rep. Act No. 9286 which provides that it should retroact to the date of effectivity of P.D. No. 198, the original law. Next, neither is it necessarily implied from Rep. Act No. 9286 that it or any of its provisions should apply retroactively. Third, Rep. Act No. 9286 is a substantive amendment of P.D. No. 198 inasmuch as it has changed the grounds for termination of the General Manager of Water Districts who, under the then Section 23 of P.D. No. 198, "shall serve at the pleasure of the Board." Under the new law, however, said General Manager shall not be removed from office, except for cause and after due process. To apply Rep. Act No. 9286 retroactively to pending cases, such as the case at bar, will rob respondents as members of the Board of the Palompon, Leyte Water District the right vested to them by P.D. No. 198 to terminate petitioner at their pleasure or discretion. Stated otherwise, the new law can not be applied to make respondents accountable for actions which were valid under the law prevailing at the time the questioned act was committed.

Prescinding from the foregoing premises, at the time petitioner was terminated by the Board of Directors, the prevailing law was Section 23 of P.D. No. 198 prior to its amendment by Rep. Act No. 9286.[29]

Indeed, no officer or employee in the Civil Service shall be removed or suspended except for cause provided by law.[30] The phrase "cause provided by law," however, includes "loss of confidence." [31] It is an established rule that the tenure of those holding primarily confidential positions ends upon loss of confidence, because their term of office lasts only as long as confidence in them endures.[32] Their termination can be justified on the ground of loss of confidence, in which case, their cessation from office involves no removal but the expiration of their term of office.[33]

Thus, on the sole issue raised by petitioners, we find and so hold that respondent is not entitled to back salaries.

Petitioners are correct in stating that the appellate court took an inconsistent position when it ruled that respondent was a confidential employee who served at the pleasure of the TWD Board, but declared that he was entitled to back salaries because he was denied due process. As held in *Paloma*, since the Board of Directors of a water district may "abridge the term of the general manager thereof the moment the latter's services cease to be convivial to the former," there is no need of prior notice or due hearing before the incumbent can be separated from office.[34] It is enough that he was informed of the Board Resolution terminating his services for loss of confidence. Thus, in the instant case, the Board afforded respondent due process when they notified him of the approval of Board Resolution No. 49, Series of 1996.

Accordingly, respondent is not entitled to back salaries. The rule is settled that back salaries may be awarded to civil servants only if they have been illegally dismissed and thenceforth ordered reinstated, or to those acquitted of the charge against them.[35] Clearly, respondent's case does not fall within these instances.

WHEREFORE, the Petition is hereby GRANTED. The award of backwages to respondent Cesar A. Qunit, Jr. in the Decision of the Court of Appeals in CA-G.R. SP No. 45702 is DELETED.

SO ORDERED.

Ynares-Santiago, Austria-Martinez, Chico-Nazario, and Nachura, JJ., concur.

[1] Penned by Associate Justice Godardo A. Jacinto (retired) with Associate Justices Elvi John Asuncion (dismissed from the service) and Lucas P. Bersamin concurring; CA rollo, pp. 124-132.

[2] CA rollo, p. 10.

[3] Id. at 11.

[4] Id. at 12.

[5] This was prior to the amendment introduced by Republic Act No. 9286 on April 2, 2004.

[6] CA rollo, pp. 3-22.

[7] Id. at 13-22.

[8] Id. at 23.

[9] Id.

[10] Id. at 51.

[11] Id. at 26.

[12] Id. at 26.

[13] Id. at 24-28.

[14] The fallo of the CSC Resolution reads:

WHEREFORE, the complaint of Cesar A. Quinit, Jr. is hereby dismissed. Accordingly, his separation from office is affirmed.

Quezon City, September 18, 1997. (CA rollo, pp. 27-28)

[15] CA rollo, pp. 4-5.

[16] Id. at 128.

[17] Id. at 129-130.

[18] 380 Phil. 416 (2000).

[19] CA rollo, pp. 131-132.

[20] Id. at 132.

[21] Rollo, p. 13.

[22] Id. at 86-94.

[23] No. L-23966, May 22, 1969, 28 SCRA 268.

[24] G.R. No. 71137, October 5, 1989, 178 SCRA 331, 340.

[25] Supra note 23.

[26] G.R. No. 104216, August 20, 1993, 225 SCRA 511.

[27] Id. at 517.

[28] G.R. No. 157783, September 23, 2005, 470 SCRA 711.

[29] Paloma v. Mora, supra note 28, at 718-724.

[30] Constitution, Article IX-B, Section 2, par. 3.

[31] Tria v. Sto. Tomas, G.R. No. 85670, July 31, 1991, 199 SCRA 833, 839.

[32] Borres v. Court of Appeals, No. L-36845, August 21, 1987, 153 SCRA 120, 133.

[33] Tria v. Sto. Tomas, *supra*, at 839.

[34] Paloma v. Mora, *supra* note 28, at 720.

[35] Jacinto v. Court of Appeals, G.R. No. 124540, November 14, 1997, 281 SCRA 657, 680; see also Gesite v. Court of Appeals, G.R. Nos. 123562-65, November 25, 2004, 444 SCRA 51; and Gloria v. Court of Appeals, 365 Phil. 744 (1999).

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