

MARITIMEINDUSTRY AUTHORITY (MARINA) AND/OR ATTY. OSCAR M. SEVILLA, PETITIONERS, VS. MARC PROPERTIES CORPORATION, RESPONDENT.

G.R. No. 173128. February 15, 2012

Ponente: VILLARAMA, JR., J.

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VILLARAMA, JR., J.:

Before us is a petition for review on certiorari under Rule 45 which seeks to reverse the Decision[1] dated June 2, 2006 of the Court of Appeals (CA) in CA-G.R. CV No. 80967. The CA dismissed petitioners' appeal questioning the summary judgment rendered by the trial court which ordered petitioner to reimburse the expenses incurred by the respondent for repair/renovation works on its building.

The factual antecedents:

On October 23, 2001, petitioner Maritime Industry Authority (MARINA), a government agency represented by then Administrator and concurrently Vice-Chairman of the Board of Directors Oscar M. Sevilla, entered into a Contract of Lease[2] with respondent Marc Properties Corporation represented by its Executive Vice-President Ericson M. Marquez. It was agreed that the MARINA offices will be transferred from PPL Building, Taft Avenue, Manila to an eight-storey commercial building (MARC Building) and Condominium Unit 5 of MARC 2000 Tower which are both owned by respondent. The parties fixed the monthly rental at P1,263,607.74 (plus VAT) from January 1, 2002 up to December 31, 2002 and renewable for the same one-year period. The Contract of Lease also contained the following provisions:

Article II

x x x x

Section 2.01 - The LESSEE, at its own expense, shall have the right and authority to alter, renovate and introduce in the leased premises such improvement as it may deem appropriate to render the place suitable for the purpose intended by the LESSEE, provided, that such alteration, renovation and construction of additional improvement will not cause any damage to the buildings and such improvements shall be in accordance with the LESSOR's House Rules & Regulations. The renovation of existing electrical, sanitary/plumbing works, sprinkler systems, mechanical works, exhaust and ventilation systems, doors, will be referred to the Administration Office of the LESSOR and will be done only by the original contractors of the system and cost will be for the account of the LESSEE. Alternatively, the LESSEE may be allowed to use its own contractor but subject to close supervision and approval of all works done by the original contractors of the system and/or the Building Administration. This is to safeguard the original design intent of the Buildings.

Article IX

Section 9.00 - The LESSEE may pre-terminate the term of this Contract of Lease by notifying the LESSOR in writing at least ninety (90) days prior to LESSEE'S vacating the premises, provided further that the LESSEE shall pay to the LESSOR a penalty equivalent to two (2) months rental.

Article XI

x x x x

Section 11.13 - This Contract of Lease is subject to the approval of the Board of Directors of the Maritime Industry Authority and the Office of the President and shall become binding on both parties only after its approval by the above-mentioned government offices. The LESSEE shall provide the LESSOR the written approval of both offices.[3]

On December 14, 2001, respondent received a letter from Administrator Sevilla requesting for rescission of their Contract of Lease for the reason that the MARINA Board of Directors during its 158th Regular Meeting resolved to deny the proposed transfer of the MARINA office from its present address to respondent's building.[4] In its letter-reply dated December 17, 2001, respondent expressed disappointment and enumerated those facts and circumstances for which respondent believes that the Board's decision was unreasonable. Respondent asserted that if the Board will not reconsider its decision, MARINA must take responsibility for the cost already incurred by respondent as damages and lost rental opportunity. Thus, respondent said it can only accept the request for rescission upon reimbursement of P1,055,000.00 representing the amount advanced by respondent and paid to its Contractors and payment of penalty equivalent to 2 months rental or P2,527,215.48 in accordance with Art. IX, Sec. 9.00 of the Contract of Lease. With no immediate response from petitioners, respondent again wrote Administrator Sevilla reiterating its position on the matter.[5]

In their letter-reply dated January 23, 2002, petitioners asserted that MARINA is not liable to pay the penalty considering that the Contract of Lease clearly provides that it is subject to the approval of the Board and the Office of the President (OP) to become binding on the parties. As to the actual amount expended for "carpentry and electrical works" done on the building, petitioners requested to "be furnished with copies of the official receipts" so that it may be "properly guided in the disposition thereof." In compliance, respondent furnished petitioners with copies of the letter and accomplishment reports/official receipts submitted by its contractors. Respondent's counsel faulted Administrator Sevilla for not submitting the Contract of Lease to the Board of Directors notwithstanding the fact that respondent had filed a motion for reconsideration of the Board's decision, a clear breach of petitioners' contractual obligation which entitles respondent to the penalty and damages sought. Petitioners asserted that MARINA is not liable for penalty and damages since the Contract of Lease was not perfected; however, Administrator Sevilla reiterated MARINA's commitment "to pay actual expenses incurred for the works done on the premises based on [MARINA's] request." Petitioners likewise furnished respondent with copies of the Agenda of the 160th Regular Meeting of the MARINA Board of Directors held on June 28, 2002 and Secretary's Certificate dated July 1, 2002 stating the resolution of the MARINA Board not to approve/ratify the Contract of Lease.[6]

On July 10, 2002, respondent instituted Civil Case No. 02-104015 in the Regional Trial Court of Manila (Branch 42) against petitioners MARINA and/or Atty. Oscar M. Sevilla. The Complaint alleged the following:

x x x x

2. In or about the first week of August 2001 the herein [defendant] Atty. Oscar M. Sevilla, as MARINA Administrator, represented to Mr. Ericson M. Marquez, Executive Vice-President of herein [plaintiff] MARC, that the MARINA has decided to terminate its lease on the 4th, 5th and 6th floors of the PPL Building and to transfer said principal office to a new location; to this end, he negotiated for the lease to MARINA of the entire 8-storey Marc Building, located at 1971 Taft Avenue, Malate, Manila, and Unit #5 of the adjacent Marc 2000 Tower, both of which belong to herein plaintiff MARC.

3. After about three (3) months of negotiations and after the terms and conditions of the lease of said properties

of herein plaintiff were ironed out with the understanding that these were with the prior knowledge and consent of the MARINA, a Contract of Lease on said 8-storey MARC Building and Unit #5 of the Marc 2000 Tower was executed and signed x x x.

3.a. As a corollary to said contract, herein defendant Atty. Oscar M. Sevilla wrote a letter, dated October 30, 2001, addressed to Mr. Emilio C. Yap, informing the latter that “Pursuant to Section 4 of the Contract of Lease for the Fourth, Fifth and Sixth floors of the PPL Bldg., which floors we are presently occupying, we regret to inform you that MARINA is not renewing said Lease Contract beginning January 2002.

4. To prepare for the occupancy on January 1, 2002 of the leased properties, herein defendants requested that alterations/renovations be made on plaintiff’s MARC Building for the account and at the expense of the MARINA, in accordance with plans prepared and provided by Mr. Roberto C. Arceo, Administrative and Finance Director of MARINA; and, pursuant to said request alterations/renovations started on December 5, 2001 and was done by the lowest bidders, JTV Construction Group, Inc., for civil works/renovations, and NCC Communication Networks, for wiring and cable installation, for which MARC advanced/paid the sum of P1,555,170.40.

5. The said Contract of Lease of the MARINA with MARC stipulated in Sec. 11.13 of Article XI thereof that said contract “is subject to the approval of the Board of Directors of the MARINA and the Office of the President of the Philippines and shall become binding on both parties after its approval by the afore-mentioned government offices”, which stipulation, therefore, carries with it the obligation on the part of the MARINA Administrator, Atty. Oscar M. Sevilla, to submit the said contract to the said Board for approval or disapproval; however, in breach of said stipulation, he did not do so.

5.a. On the contrary, in a letter addressed to Mr. Ericson Marquez, dated December 14, 2001, the MARINA Administrator, Atty. Oscar M. Sevilla, requested the rescission of the said Contract of Lease and, as justification, he falsely asserted, that “during yesterday’s 158th Regular Meeting of the MARINA Board held at the MARINA Conference Room, the Board resolved to DENY the proposed transfer of the MARINA from its present address to your owned building,” when in truth and in fact, neither the said transfer nor the said Contract of Lease was included in the agenda or taken up during the said 158th Regular Meeting held on December 13, 2001.

5.b. Neither was said Contract of Lease taken up in said Board’s next regular meeting held on February 21, 2002 notwithstanding the fact that MARC filed a Motion for Reconsideration, dated February 14, 2002, which provided the MARINA Administrator with another opportunity to submit the said contract to the MARINA Board for its consideration; yet, he again did not do so.

6. The breach on the part of the defendants of the stipulation clearly provided in the said Contract of Lease, alleged in paragraph 5 hereof, resulted in damages to the plaintiff which may be compensated with the sum of P2,527,215.48 equivalent to two (2) months rental, - the measure of damages provided for in said contract.

x x x x[7] (Italics supplied.)

Petitioners through the Solicitor General filed their Answer[8] specifically denying the foregoing allegations. Petitioners argued that respondent’s demand for P2,527,215.48 is based solely on Art. V, Sec. 5.0 of the Contract of Lease, which provision presupposes the approval of the contract which is subject to the suspensive condition provided in Art. XI, Sec. 11.13. Petitioners contended that by claiming that there was no reason to reject the Contract of Lease considering the “clear advantages” of approving the same, respondent is effectively imposing its judgment on the Board of Directors and the OP; this simply cannot be done. Petitioners pointed out that the approval or rejection of the contract is a prerogative lodged solely on the said authorities and respondent is devoid of any authority to question the wisdom of the Board’s rejection of the contract as obviously there were other considerations -- to which respondent is not privy -- factored in by the Board in its decision. Lastly, petitioners

asserted that this being a suit against the State, it must be dismissed outright as there was no allegation in the complaint that the State had given its consent to be sued in this case.

Respondent filed a motion for summary judgment in its favor contending that there is no genuine issue in this case as to any material fact even as to the amount of damages. Petitioners filed their opposition alleging the existence of genuine factual issues which can only be resolved in a full-blown trial on the merits.

On March 5, 2003, the trial court issued an Order[9] granting in part the motion for summary judgment. Citing petitioners' admission in the Answer that Administrator Sevilla, "as an act of good faith", offered in behalf of MARINA to shoulder the actual expenses incurred for the works done on the premises based on their request, as well as the other proofs/official receipts submitted by respondent and the January 23, 2002, May 13, 2002 and July 1, 2002 letters of Administrator Sevilla who promised or at least gave the impression that respondent will be reimbursed by MARINA of the amount of P1,555,170.40, the trial court ruled that summary judgment for the said claim is proper. Accordingly, the trial court ordered:

WHEREFORE, in view of all the foregoing, the motion for summary judgment is partly granted. The defendants are directed to jointly and severally pay the plaintiff the sum of P1,555,170.40 as reimbursement of the expenses it incurred in the repairs/renovations of the MARC Building with legal interest from the filing (July 10, 2002) of the complaint. In so far as the other claims of plaintiff, the motion for summary judgment is denied.

SO ORDERED.[10]

Respondent then moved to set the case for pre-trial, which was granted. Meanwhile, petitioners filed a motion for reconsideration[11] of the March 5, 2003 Order arguing that while admittedly they had offered to pay the respondent reimbursement for the alterations/renovations made on its building as shown by the afore-mentioned letters of Administrator Sevilla, petitioners did not admit that such alterations/renovations which respondent claims to have been prosecuted on the MARC Building were actually made thereon and that such changes were in fact in accordance with the plans prepared and provided for by MARINA. Petitioners stressed that these factual matters are still to be determined which can only be done through a full-blown trial; the reimbursable amount being also subject to verification since petitioners have not yet been given the opportunity to independently confirm such amount. Further, it was contended that respondent's submission of accomplishment reports on the alterations/renovation works it claims to have been done and the amount it allegedly expended do not automatically establish petitioners' liability for the same. Petitioners subsequently requested that the scheduled pre-trial be cancelled pending resolution of their motion for reconsideration of the March 5, 2003 Order.[12]

In its Order[13] dated June 30, 2003, the trial court denied petitioners' motion for reconsideration, as follows:

As correctly observed by the plaintiff the answer raises issues which are sham or not genuine. In their answer[,] defendants did not specifically allege what were not done in plaintiff's MARC Building or what were done therein which were not in accordance with the plan. Neither did defendants specifically alleged in their answer what amount covered by the receipts of the contractors is not reimbursable.

x x x x

The defendants opted not to file opposing or counter affidavits. Thus, there is no proof what works were done in the MARC Building which was not in accordance with the plan submitted by MARINA. Neither is there proof that the amounts covered by the receipts of the contracts include amounts which were not for works done in said MARC Building.

Anent the alleged lack of opportunity for defendants to confirm the amount demanded by the plaintiff. From May 31, 2002 when defendants received copies of the receipts issued by the contractors up to the time they

filed their Answer dated October 14, 2002, four and a half (4 ½) months elapsed, during which defendants have had full opportunity to verify the correctness of said receipts. Thereafter, another four (4) months elapsed up to the time plaintiff's motion for summary judgment was set for hearing on January 10, 2003. There were, therefore, a total of 8 ½ months during which defendants could have verified the correctness of the amounts covered by said receipts.

WHEREFORE, in view of all the foregoing, the motion for reconsideration is denied.

SO ORDERED.[14]

The Office of the Solicitor General received a copy of the above order on July 14, 2003. On July 18, 2003, the Solicitor General filed a notice of appeal. Said notice of appeal was later withdrawn upon manifestation by the Solicitor General that since the March 5, 2003 Order is a partial summary judgment, the same is interlocutory and not appealable, without prejudice to petitioner's availment of the appropriate remedy from the said ruling.[15]

On the scheduled pre-trial hearing on July 3, 2003, counsel for petitioners appeared but without a special power of attorney as directed in the Notice of Pre-Trial. On motion of the respondent, the trial court declared petitioners as in default and allowed the respondent to present its evidence ex-parte.[16] Petitioners filed a motion for reconsideration claiming that the scheduled pre-trial was premature considering the pendency of their motion for reconsideration of the March 5, 2003 Order, and invoking the liberal policy on setting aside default orders. The trial court, however denied said motion for reconsideration.[17]

Petitioners sought relief from the CA by filing a petition for certiorari with prayer for issuance of TRO and/or writ of preliminary injunction (CA-G.R. SP No. 79343). Petitioners asked the appellate court to hold in abeyance the proceedings in Civil Case No. 02-104015. Apparently, however, petitioners' urgent motion for the issuance of TRO was not acted upon by the CA. After admission of the documentary exhibits identified by Ericson Marquez and formally offered in evidence, and there being no restraining order issued by the appellate court, the case was deemed submitted for decision.[18]

On December 1, 2003, the trial court rendered its Decision[19] upholding the March 5, 2003 order granting the prayer for reimbursement but denying the rest of respondent's claims. The dispositive portion thereof reads:

WHEREFORE, premises considered, except for the amount of Php1,555,170.40 representing reimbursement of the renovations advanced by the plaintiff which this Court had already awarded in the Order dated March 5, 2003, the rest of the plaintiff's claims vis-à-vis unpaid rentals of Php 2,527,215.48 together with interest thereon at the legal rate as well as attorney's fees are hereby dismissed for lack of factual and legal basis.

No pronouncement as to costs.

SO ORDERED.[20]

Both parties appealed the trial court's decision (CA-G.R. CV No. 80967).[21] However, respondent's appeal was dismissed for non-payment of appellate docket and other legal fees. Respondent challenged the said dismissal before this Court in a petition for certiorari and mandamus (G.R. No. 165110). G.R. No. 165110 was likewise dismissed under Resolution dated October 6, 2004 of this Court's Third Division.[22]

By Decision dated June 2, 2006, the CA dismissed petitioners' appeal holding that the trial court's rendition of partial summary judgment was in accord with Section 1, Rule 35 of the 1997 Rules of Civil Procedure, as amended, as it was based on petitioners' admission in their Answer. In rejecting petitioners' argument that they raised a genuine factual issue as to the reimbursable amount for the renovation works, the CA stated:

As to the contention that defendant-appellant is entitled to verify first the authenticity, genuineness and due

execution of the documents (e.g., receipts) relative to the renovation, suffice it to note that plaintiff-appellee had offered its evidence on 13 December 2002 or three (3) months prior to the issuance of the contested order. Yet, defendant-appellant has never lift its finger to challenge the authenticity, genuineness, and due execution of the said documents. For this failure, it is established beyond cavil that there is no genuine issue as to any material fact warranting thereby the issuance of a summary judgment.[23]

Hence, this petition raising the sole issue of whether the CA was correct in sustaining the trial court's order granting the motion for partial summary judgment thereby dispensing with a full trial on respondent's claim for reimbursement of P1,555,170.40, the amount allegedly advanced by respondent for the repair/renovation works on its building. With the previous dismissal by the CA of respondent's appeal and its petition for certiorari in this Court, the present petition is thus confined to the propriety of the trial court's partial summary judgment insofar as the aforesaid claim for reimbursement.

We find the petition meritorious.

Sections 1 and 3, Rule 35 of the 1997 Rules of Civil Procedure, as amended, provide:

SECTION 1. Summary judgment for claimant. – A party seeking to recover upon a claim, counterclaim, or cross-claim or to obtain a declaratory relief may, at any time after the pleading in answer thereto has been served, move with supporting affidavits, depositions or admissions for a summary judgment in his favor upon all or any part thereof.

SECTION 3. Motion and proceedings thereon.– The motion shall be served at least ten (10) days before the time specified for the hearing. The adverse party may serve opposing affidavits, depositions or admissions at least three (3) days before the hearing. After the hearing, the judgment sought shall be rendered forthwith if the pleadings, supporting affidavits, depositions, and admissions on file, show that, except as to the amount of damages, there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law. (Emphasis supplied.)

Summary judgment is a procedural device resorted to in order to avoid long drawn out litigations and useless delays where the pleadings on file show that there are no genuine issues of fact to be tried.[24] A "genuine issue" is such issue of fact which require the presentation of evidence as distinguished from a sham, fictitious, contrived or false claim.[25] There can be no summary judgment where questions of fact are in issue or where material allegations of the pleadings are in dispute.[26] A party who moves for summary judgment has the burden of demonstrating clearly the absence of any genuine issue of fact, or that the issue posed in the complaint is so patently unsubstantial as not to constitute a genuine issue for trial, and any doubt as to the existence of such an issue is resolved against the movant.[27]

Contrary to the findings of the trial court and CA, the Answer filed by petitioners contained a specific denial of absolute liability for the amount being claimed as actual expenses for repairs/renovations works done on respondent's building after the execution of the Contract of Lease.

5. SPECIFICALLY DENY the allegation in paragraph 4 of the complaint that MARINA requested for alterations/renovations in accordance with the plans prepared by MARINA on the MARC building for the account of and at the expense of MARINA, the truth being those stated in the Special and Affirmative Defenses hereof. They likewise SPECIFICALLY DENY the rest of the allegations therein that said request alterations/renovations started on December 5, 2001 and was done by the lowest bidders, JTV Construction Group, Inc., for civil works/renovations and NCC Communication Networks, for wiring and cable installation, for which plaintiff allegedly advanced/paid the sum of P1,555,170.40 for lack of knowledge or information sufficient to form a belief as to the truth thereof.

x x x x

13. As an act of good faith, Atty. Sevilla, in behalf of MARINA, has offered to shoulder and pay the actual expenses incurred for the works done on the premises based on MARINA's request. Moreover, defendants cannot allow plaintiff to collect from them the additional sum of P2,527,215.48 which is equivalent to two (2) months rental as penalty simply because there is no justification therefor.

x x x x[28]

Furthermore, petitioners averred in their Opposition to Plaintiff's Motion for Summary Judgment in Favor of Plaintiff:

With regard to the claim for reimbursement, plaintiff has yet to conclusively prove that the alterations/renovations it claims to have been made in its building were actually made and that the same were actually in accordance with the alleged request made by MARINA.

The reply-letter dated January 23, 2002 of defendant Sevilla in response to the letters of Ericson Marquez dated December 17, 2001 and January 18, 2002, demanding reimbursements of the alterations/renovation allegedly made upon its building, shows that it merely required Marquez to show proof or receipt of the expenses plaintiff alleges it had incurred.

Likewise, the letter of defendant Sevilla dated July 1, 2002, this time in response to a similar demand letter made by plaintiff's counsel, Atty. Antonio Atienza, simply stated that defendants have committed themselves to pay the actual expenses incurred by plaintiff as based on MARINA's request. The same offer was reiterated by defendants in paragraph 13 of their answer to plaintiff's complaint. It must be noted, however, that said offer specifically pertains only to alterations/renovations which were actually made on plaintiff's properties in accordance with MARINA's request.

Verily, defendants have yet to actually acquiesce to the veracity of the accomplishment reports, receipt, etc. submitted by plaintiff since the same are still subject to verification which can only be achieved through a full-blown trial.[29] (Emphasis and underscoring in the original.)

As can be gleaned, the fact that Administrator Sevilla sent respondent letters wherein MARINA offered to shoulder actual expenses for works done on the premises based on MARINA's request does not necessarily mean that petitioners had waived their right to question the amount being claimed by the respondent.[30] Since the factual basis of the claim for reimbursement was not admitted by the petitioners, it is clear that the resolution of the question of actual works done based on MARINA's request, as well as the correctness of the amount actually spent by respondent for the purpose, required a trial for the presentation of testimonial and documentary evidence to support such claim. The trial court therefore erred in granting summary judgment for the respondent. The averments in the answer and opposition clearly pose factual issues and hence rendition of summary judgment would be improper.

It must be stressed that trial courts have limited authority to render summary judgments and may do so only when there is clearly no genuine issue as to any material fact. When the facts as pleaded by the parties are disputed or contested, proceedings for summary judgment cannot take the place of trial.[31] As already stated, the burden of demonstrating clearly the absence of genuine issues of fact rests upon the movant, in this case the respondent, and not upon petitioners who opposed the motion for summary judgment. Any doubt as to the propriety of the rendition of a summary judgment must thus be resolved against the respondent. But here, the partial summary judgment was premised merely on the trial court's hasty conclusion that respondent is entitled to the reimbursement sought simply because petitioners failed to point out what particular works were not done or implemented not in accordance with MARINA's specifications after demands were made by respondent and the filing of the complaint in court. Precisely, a trial is conducted after the issues have been joined to enable herein respondent to prove, first, that repair/renovation works were actually done and such were in accordance with

MARINA's request, and second, that it actually advanced the cost thereof by paying the contractors; and more importantly, to provide opportunity for the petitioners to scrutinize respondent's evidence, cross-examine its witnesses and present rebuttal evidence. Moreover, the trial court should have been more circumspect in ruling on the motion for summary judgment, taking into account petitioners' concern for judicious expenditure of public funds in settling its liabilities to respondent.

The partial summary judgment rendered under the trial court's Order dated March 5, 2003 being a nullity, the case should be remanded to said court for the conduct of trial on the issue of the reimbursement of expenses for repair/renovation works being claimed by the respondent. For this purpose, petitioners shall be afforded fair opportunity to scrutinize the respondent's evidence, cross-examine its witnesses and present controverting evidence. It is to be noted that the partial summary judgment was rendered before petitioners were declared non-suited. Petitioners had promptly challenged the validity of the default order and even sought an injunction against the ex-parte presentation of evidence by the respondent; however, the CA did not act on the matter until the rendition of the trial court's December 1, 2003 Decision. Substantial justice in this instance can best be served if a full opportunity is given to both parties to litigate their dispute and submit the merits of their respective positions.[32]

WHEREFORE, the petition for review on certiorari is GRANTED. The Decision dated June 2, 2006 of the Court of Appeals in CA-G.R. CV No. 80967 is REVERSED and SET ASIDE. The Decision dated December 1, 2003 insofar only as it upheld the Order dated March 5, 2003 of the Regional Trial Court of Manila, Branch 42, is SET ASIDE. The case is hereby REMANDED to the said court for further proceedings.

No costs.

SO ORDERED.

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

[1] Rollo, pp. 36-44. Penned by Associate Justice Andres B. Reyes, Jr. (now Presiding Justice) with Associate Justices Regalado E. Maambong and Monina Arevalo-Zenarosa concurring.

[2] Records, pp. 122-129.

[3] Id. at 123, 126 & 128.

[4] Id. at 130.

[5] Id. at 195-197.

[6] Id. at 198-207, 212-222.

[7] Id. at 2-4.

[8] Id. at 40-52.

[9] Id. at 250-252. Penned by Judge Guillermo G. Purganan.

[10] Id. at 252.

[11] Id. at 260-268.

[12] Id. at 301-303.

- [13] Id. at 312-313.
- [14] Id. at 313.
- [15] Id. at 317, 336-340, 346.
- [16] Id. at 314.
- [17] Id. at 323-329, 335.
- [18] Id. at 353-357, 363-368.
- [19] Id. at 376-382. Penned by Judge Guillermo G. Purganan.
- [20] Id. at 382.
- [21] Id. at 384-394.
- [22] CA rollo, pp. 26, 52, 194-196.
- [23] Rollo, pp. 43-44.
- [24] Solidbank Corporation v. Court of Appeals, G.R. No. 120010, October 3, 2002, 390 SCRA 241, 249.
- [25] Id., citing Evadel Realty and Development Corporation v. Soriano, G.R. No. 144291, April 20, 2001, 357 SCRA 395, 401.
- [26] Manufacturers Hanover Trust Co. v. Guerrero, G.R. No. 136804, February 19, 2003, 397 SCRA 709, 715.
- [27] Go v. Court of Appeals, G.R. No. 120040, January 29, 1996, 252 SCRA 564, 569.
- [28] Records, pp. 41-42, 49.
- [29] Id. at 237-238.
- [30] See D.M. Consunji, Inc. v. Duvaz Corporation, G.R. No. 155174, August 4, 2009, 595 SCRA 111, 123.
- [31] Asian Construction and Development Corporation v. Philippine Commercial International Bank, G.R. No. 153827, April 25, 2006, 488 SCRA 192, 203.
- [32] Bahia Shipping Services, Inc. v. Mosquera, G.R. No. 153432, February 18, 2004, 423 SCRA 305, 308.

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