

PHILIPPINE PORTS AUTHORITY, REPRESENTED BY OSCAR SEVILLA, GENERAL MANAGER, BENJAMIN CECILIO, ASSISTANT GENERAL MANAGER, AND SISALI ARAP, PORT MANAGER, PETITIONERS, VS. NASIPIT I...

G.R. No. 174136. December 23, 2008

Ponente: REYES, R.T., J.

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REYES, R.T., J.:

NO man is above the law and no man is below it; nor do we ask any man's permission when we require him to obey it. Obedience to the law is demanded as a right; not asked as a favor.[1] Walang taong nasa ibabaw o nasa ilalim ng batas; hindi hinihiling ang pahintulot ninuman upang sundin ito. Ang pagsunod sa batas ay hinihingi bilang isang karapatan, hindi isang pakiusap.

This assertion finds relevance in this petition for review on certiorari of the Decision[2] of the Court of Appeals (CA), which nullified and set aside the Resolution[3] of the Regional Trial Court (RTC), dissolving the writ of preliminary injunction[4] it earlier issued in favor of petitioner Nasipit Integrated Arrastre and Stevedoring Services, Inc. (NIASSI) against respondent Philippine Ports Authority (PPA).

The Facts

Petitioner NIASSI is a domestic corporation duly organized and existing under Philippine laws with office address at Talisay, Nasipit, Agusan del Norte.[5] It has been operating in the stevedoring business for at least 15 years.[6]

Respondent PPA is a government agency charged with the management and control of all Philippine ports.[7] It is primarily tasked to carry out an integrated program for the planning, development, financing, and operation of ports throughout the country.[8]

In November 2000, the PPA, through its Pre-Qualification, Bids, and Awards Committee (PBAC) accepted bids for a ten-year contract for cargo handling services at the Port of Nasipit.[9] Per PBAC Resolution No. 005-2000, NIASSI was declared as the winning bidder. A Notice of Award[10] of the cargo handling contract was sent by fax to NIASSI. It expressly stated that: (1) A ten-year cargo handling contract is awarded to NIASSI in accordance with the terms and proposals contained in its bid; (2) NIASSI must enter into and execute the formal contract with PPA after its compliance to the documentary requirements.[11]

The contract, however, was never executed.[12] Instead, PPA issued several hold-over permits to enable NIASSI to legally operate its cargo handling services at the Nasipit port.[13] The last of the hold-over permits was issued on October 13, 2004, which was set to expire on April 13, 2004, or six months after its issuance.[14] Yet, barely two months after, PPA revoked the hold-over authority entrusted to NIASSI.[15] Through a letter,[16] PPA informed the stevedoring company that it would take over the management and operations of the cargo handling services at the port of Nasipit starting December 10, 2006.[17]

Upon takeover, the PPA, through its Port Services-Special Take-over Unit, directly undertook operations at the Nasipit Port.[18] However, this composite group continued to utilize NIASSI's manpower and equipment.[19]

At the onset of the PPA takeover, NIASSI filed a petition for injunction with prayer for writ of preliminary injunction and/or temporary restraining order against PPA.[20] It later amended its petition to mandamus with prayer for the writ of preliminary mandatory injunction and/or temporary restraining order.[21] The amended petition sought to compel PPA to execute or cause the final execution of the cargo handling contract with NIASSI.[22] It likewise prayed for the return of the management and operations of the cargo handling services at the Nasipit port to NIASSI.[23]

RTC and CA Dispositions

On March 18, 2005, the RTC issued a resolution granting the petition, the decretal portion of which reads:

WHEREFORE, premises considered, the prayer of a writ of preliminary mandatory injunction is granted.

Let a Writ of Preliminary Injunction be issued against respondent PPA, its agents, and commanding respondents to restore, return the management and operations of arrastre stevedoring services of the Port of Nasipit to Nasipit Integrated Arrastre and Stevedoring Services, Inc. (NIASSI), and to refrain and desist from further implementing the takeover of the management and operations of the stevedoring and arrastre services of the Port.

The petitioner is hereby ordered to execute a bond in the amount of One Million Pesos (P1,000,000.00) to answer and pay such damages in favor of the respondent PPA by reason of the injunction if the court will really decide that the applicant is not after all entitled thereto.

Upon approval of the requisite bond, a writ of preliminary injunction be issued. The Deputy Sheriff assigned to this Court is hereby ordered to immediately serve this order upon all parties, particularly the respondents, and their counsels, for their compliance.

SO ORDERED.[24]

The RTC recognized the need to protect NIASSI's right to continued cargo handling operations. It ratiocinated:

It is undeniable that petitioner spent a considerable capital outlay, in the form of equipment, machineries and appliances in the establishment of its port operation. Moreover, it has also supplied the necessary manpower to wheel its operation.

When the PPA took an active part in the management, control and supervision of the port operations, it practically utilized all the available sources supplied by the petitioner.

What actually happened was that PPA made only adjustment/correction in the port operation to improve the delivery of basic services. No additional capital outlay was spent.[25] (Emphasis supplied)

The RTC held that the continued takeover of PPA would work injustice and cause irreparable damage to NIASSI.[26] To serve the better ends of justice, the court declared that the state of affairs be maintained prior to the takeover until the main action is resolved.[27]

NIASSI posted the required and duly approved surety bond.[28] Accordingly, a writ of preliminary mandatory injunction was issued against PPA.[29] PPA, in turn, immediately moved for a reconsideration of the resolution granting the prayer for injunctive relief.[30] It likewise filed a supplemental motion alleging that the bond filed was not between NIASSI and the surety company as mandated by the RTC, but with Ramon Calo as principal.[31] PPA thus prayed for the dissolution or quashal of the writ.[32] It also filed a manifestation stating its willingness to post a counter bond in connection with its motion for reconsideration.

The RTC set the hearing on the manifestation and omnibus motion for reconsideration on April 1, 2005 at 2:30 p.m. However, the hearing was subsequently cancelled and moved to March 31, 2005. The confusion on hearing dates only became worse when the court issued an order on April 1, 2005, which reads:

Appearances: Atty. James T. Reserva and Atty. Jorge T. Esparagoza, for the petitioner, are absent. Atty. Francisquiel O. Mancile for the respondents.

The setting today is for the hearing on the Manifestation and Omnibus Motion for Reconsideration filed by the respondents in this case. In their motion, respondents originally asked that this case be set for resolution and consideration on April 6. However, the court noted that since this case involves public interest, it has set this case to be heard today for consideration as to resolve the motion. The records also disclosed that as early as March 10, 2005, the court has already ordered the petitioner to file a comment or reply to the motion to dismiss as well as on the affirmative defenses. The petitioner has filed the necessary reply. However, the court would like to receive evidence on the new allegation on the motion for reconsideration which consist of certain facts that were not taken during the summary hearing for the issuance of preliminary injunction.

Set this case anew for consideration of the said motion on April 6, 2005 at 2:30 o'clock in the morning.

SO ORDERED.[33]

Surprisingly, on April 11, 2005, the RTC issued the assailed resolution which, inter alia, dissolved the writ of preliminary injunction it earlier granted NIASSI. The dispositive portion reads:

WHEREFORE, premises considered, the motion for reconsideration is GRANTED.

The Writ of Preliminary Injunction dated 28 March 2005 is hereby DISSOLVED.

The bond is declared cancelled without force and effect.

The petitioner, its agents and any or all persons acting under its authority is hereby ordered to peacefully surrender, return the management, operation and control of the arrastre and stevedoring operation of the Port of Nasipit to PPA, and to refrain and desist from disturbing the same.

The Deputy Sheriff assigned to this Court or in his absence the Deputy Sheriff assigned at the Office of the Provincial and City Sheriff is ordered to immediately serve and enforce the order upon all the parties particularly the petitioner and respondents and their counsels for their information and strict compliance.

SO ORDERED.[34] (Underscoring supplied)

In dissolving the writ, the trial court held that the State has the power to revoke the temporary permits issued to arrastre and stevedoring operators whenever there is a need to promote the public interest and the welfare of the stevedoring industry.[35] Whatever right a private operator may have acquired on the basis of the temporary permit issued to it shall yield to the State's valid exercise of police power.[36]

NIASSI filed a petition for certiorari with the CA under Rule 65 of the Revised Rules of Court.[37] It alleged that the RTC gravely abused its discretion when it dissolved the writ of preliminary injunction it earlier issued and did so without the benefit of a hearing.[38] It also pointed out that the second resolution contained orders that were immediately executory which was contrary to law and prejudicial to its interests.[39]

The PPA, through the Office of the Solicitor General (OSG), prayed for the dismissal of the petition on the ground that NIASSI failed to file the necessary and appropriate remedy of a motion for reconsideration.[40] The OSG contended that a petition for certiorari can only be resorted to if there is no appeal or there is no plain, speedy, and adequate remedy available. The OSG likewise contended that the RTC correctly reversed itself in the assailed resolution since NIASSI was not entitled to the injunctive relief.[41] NIASSI did not have a cargo

handling contract with the PPA.[42] Instead what it had was a hold-over authority or a mere privilege which can be withdrawn at any time when the public welfare demands it.[43]

On August 8, 2006, the CA decided in favor of NIASSI, disposing as follows:

WHEREFORE, finding merit in the petition for certiorari, the same is GRANTED. Accordingly, the assailed Order dated 11 April 2005 is hereby NULLIFIED and SET ASIDE for having been issued with grave abuse of discretion amounting to lack or in excess of jurisdiction. Consequently, the Order dated 18 March 2005 granting the Writ of Preliminary Mandatory Injunction is hereby REINSTATED.

SO ORDERED.[44]

The CA sustained NIASSI's argument that the motion for reconsideration filed by PPA was a mere rehash of the same grounds contained in its opposition to NIASSI's application for preliminary injunction. As a pro-forma motion, it should not have been entertained.

More significantly, the appellate court held that the RTC failed to conduct a hearing to enable it to determine whether the continuance of the writ of injunction might cause irreparable damage to PPA.[45]

Finally, the CA held that the non-filing of a motion for reconsideration by NIASSI is justified. The need for relief was extremely urgent and a motion for reconsideration was not a plain and adequate remedy under the circumstances of the case as the court a quo seemed to have acted with precipitate haste in granting respondent's motion for reconsideration.[46] Under the circumstances, the motion for reconsideration would be useless since the assailed resolution was immediately executory. Furthermore, NIASSI was denied due process and there is apparent extreme urgency for relief. Hence, the filing of a motion for reconsideration would be an exercise in futility.[47]

Issues

Left with no other recourse, PPA appeals to this Court and ascribes to the CA the following errors:

I

THE HONORABLE COURT OF APPEALS ERRED IN DECIDING A QUESTION OF SUBSTANCE WHICH IS NOT IN ACCORD WITH LAW AND THE PREVAILING JURISPRUDENCE.

II

THE HONORABLE COURT OF APPEALS ERRED IN NOT ORDERING THE DISMISSAL OF THE PETITION FOR MANDAMUS FILED WITH THE TRIAL COURT BECAUSE IT IS NOT THE PROPER REMEDY TO ENFORCE RESPONDENT'S ALLEGED RIGHT UNDER ITS ACCEPTED BID PROPOSAL; HENCE, IN ORDERING THE RESTORATION OF THE WRIT OF PRELIMINARY MANDATORY INJUNCTION ISSUED BY THE TRIAL COURT, THE COURT OF APPEALS ACTED WITH GRAVE ABUSE OF DISCRETION AND/OR IN EXCESS OF ITS JURISDICTION.[48] (underscoring supplied)

Our Ruling

The appellate court committed no reversible error in setting aside the RTC resolution. PPA avers that the failure of NIASSI to file the necessary motion for reconsideration before it could resort to the remedy of certiorari is fatal. This contention is flawed. As early as *Director of Lands v. Santamaria*,[49] this Court held that there are notable exceptions[50] to the general rule that a motion for reconsideration must first be filed before resort to certiorari can be availed of. This rule has been applied by this Court in a plethora of cases.[51] A motion for reconsideration is no longer necessary when other special circumstances warrant immediate and more direct

action.[52]

Here, the RTC issued the questioned resolution containing orders that were self-executory and harshly prejudicial to NIASSI's interests. NIASSI stands to lose valuable revenue and investment upon execution of the orders preventing it from engaging in stevedoring operations at the Nasipit port. This is true most especially after it has already received a notice of award and has started complying with the additional documentation requirements given by PPA.

Although a motion for reconsideration has often been considered a condition precedent for granting the writ of certiorari, this rule finds exception in this case where execution has been ordered and the need for relief is urgent.[53] Otherwise, a motion for reconsideration of the contested order would have served no purpose. The rule on exhaustion of remedies does not call for an exercise in futility.[54] In *Gonzales, Jr. v. Intermediate Appellate Court*,[55] this Court said:

As a general rule, certiorari will not lie, unless an inferior court has, through a motion for reconsideration, a chance to correct the errors imputed to him. This, however, admits exceptions, namely: (1) when the issue raised is one purely of law; (2) where public interest is involved; and (3) in case of urgency.[56] (Citation omitted)

Too, the RTC failed to observe the procedural requirements when it dissolved the preliminary mandatory injunction without the benefit of a hearing. Section 6, Rule 58 of the Rules of Court states:

The application for injunction or restraining order may be denied, upon a showing of its insufficiency. The injunction or restraining order may also be denied, or, if granted, may be dissolved on other grounds upon affidavits of the party or person enjoined, which may be opposed by the applicant also by affidavits. It may further be denied, or, if granted, may be dissolved, if it appears after hearing that although the applicant is entitled to the injunction or restraining order, the issuance or continuance thereof, as the case may be, would cause irreparable damage to the party or person enjoined while the applicant can be fully compensated for such damages as he may suffer, and the former files a bond in an amount fixed by the court conditioned that he will pay all damages which the applicant may suffer by the denial or the dissolution of the injunction or restraining order. If it appears that the extent of the preliminary injunction or restraining order granted is too great, it may be modified. (Underscoring supplied)

The provision is clear. A hearing is indispensable before an injunction or restraining order may be dissolved. It is during the hearing that a determination may be made whether or not the continuance of an injunction would cause irreparable damage to the party or person enjoined.

The observation of the CA in this regard is worth stressing:

In the course of Our examination of the records, We took note of the procedural lapses committed by respondent judge when he granted the respondent's motion for reconsideration.

In the first place, contrary to the procedure laid down in Section 6 (*supra*), the respondent judge did not require the filing of respondent's affidavit nor allow petitioner to submit a counter-affidavit opposing the dissolution of the writ in question. Likewise, no hearing was conducted to enable the respondent judge to determine whether the continuance of the writ of injunction may cause irreparable damage to the respondent. And while it may be conceded that the court *a quo* set the hearing on respondent's motion for reconsideration on 01 April 2005, the same was reset to 06 April 2005 for the purpose of receiving evidence on the new allegations that respondent failed to present at the hearing on the application for injunction. We have gone over the minutes of the proceedings held before the court *a quo* but there is nothing in the records to show that a hearing was ever conducted on 06 April 2005 or at anytime thereafter to determine the grounds for nullification of the order granting the writ application and the propriety of dissolving the writ previously issued by the court *a quo*. Such

fatal omission notwithstanding, the respondent judge gratuitously issued the resolution granting the motion for reconsideration that resulted in the dissolution of the mandatory injunction.

Needless to state. The respondent judge gravely abused his discretion when he dissolved the subject Writ without conducting a hearing to assess the prevailing circumstances and without requiring the respondents to file a counter-bond as required in Section 6 of Rule 58 of the Rules of Civil Procedure.[57] (Emphasis supplied)

The records are bereft of any order which required PPA to submit an affidavit in support of the injunction relief it sought. Neither was NIASSI given any chance to oppose the petition through a counter-affidavit. More importantly, no hearing was conducted to determine whether the writ of injunction earlier issued, indeed, caused irreparable damage to PPA.

The fact that NIASSI has been deprived due process, taken together with the circumstance that the resulting orders were immediately executory, perforce takes this case outside the purview of the rule requiring a previous motion for reconsideration.[58] The deprivation of NIASSI's right to due process taints the proceedings against it. The court's order which was immediately executory render the matter as one of extreme urgency. The situation easily falls under one of the recognized exceptions to the rule that a motion for reconsideration should first be availed of before filing a petition for certiorari.

Be that as it may, when the rules of procedure are rigid and strict in application, resulting in technicalities that tend to frustrate rather than promote justice, the Court is empowered to suspend them.[59]

It would be in the interest of justice to reinstate the preliminary mandatory injunction the RTC has earlier issued in favor of NIASSI. The stevedoring company has proven that it stands to suffer irreparable injury with PPA's continued use of its facilities and takeover of the port. Even though PPA is a governmental arm, it does not stand above the law in the guise of protecting the public interest.

It should also be noted that an arrastre contract is not an ordinary agreement involving merely parties therein, as it affects the public in general.[60] In all contracts, the law must protect all parties in securing fair play and equity to prevail.

WHEREFORE, the petition is DENIED and the appealed Decision of the Court of Appeals is AFFIRMED.

SO ORDERED.

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

[1] Roosevelt, T., Third Annual Message to Congress (1903).

[2] Rollo, pp. 461-492. Penned by Associate Justice Ricardo R. Rosario, with Associate Justices Ramon R. Garcia and Mario V. Lopez, concurring.

[3] Id. at 305-308. Dated April 11, 2005. Penned by Judge Godofredo B. Abul, Jr., RTC, Br. 4, Butuan City.

[4] Id. at 602-608. Dated March 28, 2005.

[5] Id. at 462.

[6] Id. at 603.

[7] Id. at 462.

[8] Id.

[9] Id. at 603.

[10]

NOTICE OF AWARD

Nasipit Integrated Arrastre and
Stevedoring Services, Inc. (NIASSI)
Talisay, Nasipit, Agusan del Norte

Contract Title: Contract for Cargo Handling Services at Port of Nasipit, Agusan del Norte

Gentlemen:

A ten (10) year cargo handling contract is hereby awarded to your firm in accordance with the terms and conditions contained in your bid proposal, the bid documents and the rules and regulations of the recently concluded public bidding of cargo handling services at the port of Nasipit.

You are instructed to enter into and execute the contract for cargo handling services with the Authority and furnish us the following documents, which will form part of the contract within (10) calendar days from date of receipt of this Notice of Award.

- Updated Bank Calendar of cash deposit to cover your committed working capital in the amount of one million six hundred seventy-three thousand four hundred twenty-four pesos and seventy-one centavos (P1,673,424.71).
- Certification of the Port Manager, PMO Nasipit or his authorized representative of availability of cargo handling equipment/gears as committed in your technical bid.
- The updated NIASSI's Certification/Board Resolution of the person authorized in behalf of the company to sign the contract and to receive correspondence relative thereto.
- Updated certification from the RMD Manager/Finance Officer of PMO Nasipit that your company has no outstanding obligation with the PPA.
- Revised cargo handling equipment/gear procurement program to include the definite date of procurement for the acquisition of the equipment/gears committed in your technical bid for a ten year period.

It is understood that the cargo handling contract will be awarded after compliance with the foregoing requirements and pertinent operational regulations of the PPA.

Please signify your concurrence with the requirements of this Notice of Award by signing under the "conforme" portion provided below and return this document to us within ten (10) days from receipt hereof.

Very truly yours,
(signed)
JUAN O. PEÑA
General Manager

CONFORME:

Nasipit Arrastre and Stevedoring
Services, Inc. (NIASSI)

By:
(signed)

RAMON CALO

President

[11] Rollo, p. 482.

[12] Id. at 463.

[13] Id.

[14] Id. at 463, 603.

[15] Id. at 463-464.

[16] Dated December 6, 2004. Signed by the PPA Assistant General Manager for Operations, Mr. Benjamin B. Cecilio.

[17] Rollo, p. 464.

[18] Id. at 604. Dated December 6, 2004. By virtue of PPA Memorandum Order No. 32-2004.

[19] Id. at 607.

[20] Id.

[21] Id.

[22] Id.

[23] Id.

[24] Id. at 607-608.

[25] Id. at 606-607.

[26] Id. at 608.

[27] Id.

[28] Id. at 466.

[29] Id.

[30] Id.

[31] Id. at 466-467.

[32] Id. at 467.

[33] Id. at 467-468.

[34] Id. at 308.

[35] Citing *Pernito Arrastre Services, Inc. v. Mendoza*, G.R. Nos. L-53492, L-54265, L-54394 & L-54565, December 29, 1986, 146 SCRA 430, 441-442.

[36] Id. at 442.

[37] Rollo, p. 469.

[38] Id.

[39] Id.

[40] Id. at 471.

[41] Id. at 472.

[42] Id.

[43] Id. Citing *Anglo-Fil Trading Corporation v. Lazaro*, G.R. No. L-54966, September 2, 1983, 124 SCRA 495.

[44] Id. at 491.

[45] Id. at 475.

[46] Id. at 490-91.

[47] Id.

[48] Id. at 20.

[49] 44 Phil. 594 (1923).

[50] The rule is well settled that the filing of a motion for reconsideration is an indispensable condition to the filing of a special civil action for certiorari. However, this rule admits of exceptions including:

- (a) where the order is a patent nullity, as where the court a quo has no jurisdiction;
- (b) where the questions raised in the certiorari proceedings have been duly raised and passed upon by the lower court or are the same as those raised and passed upon in the lower court;
- (c) where there is an urgent necessity for the resolution of the question and any further delay would prejudice the interests of the Government or of the petitioner or the subject matter of the action is perishable;
- (d) where, under the circumstances, a motion for reconsideration would be useless;
- (e) where petitioner was deprived of due process and there is extreme urgency for relief;
- (f) where, in a criminal case, relief from an order of arrest is urgent and the granting of such relief by the trial court is improbable;
- (g) where the proceedings in the lower court are a nullity for lack of due process;
- (h) where the proceedings was ex parte or in which the petitioner had no opportunity to object; and
- (i) where the issue raised is one purely of law or public interest is involved.

x x x x

The procedural requirement that a motion for reconsideration must first be filed before resorting to the special civil action of certiorari may be glossed over to prevent a miscarriage of justice and, among other recognized instances, when the need for relief is extremely urgent and certiorari is the only adequate and speedy remedy available.

[51] *Diamond Builders Conglomeration v. Country Bankers Insurance Corporation*, G.R. No. 171820, December 13, 2007, 540 SCRA 194; *De los Santos v. Vda. de Mangubat*, G.R. No. 149508, October 10, 2007, 535 SCRA 441; *Nisce v. Equitable PCI Bank, Inc.*, G.R. No. 167434, February 19, 2007, 516 SCRA 231; *Star Paper Corporation v. Espiritu*, G.R. No. 154006, November 2, 2006, 506 SCRA 556; *Istarul v. Commission on Elections*, G.R. No. 170702, June 16, 2006, 491 SCRA 300; *Philippine Air Lines Employees Savings and Loan Association, Inc. v. Philippine Air Lines, Inc.*, G.R. No. 161110, March 30, 2006, 485 SCRA 632; *Cervantes v. Court of Appeals*, G.R. No. 166755, November 18, 2005, 475 SCRA 562; *Davao New Town Development Corporation v. Court of Appeals*, G.R. No. 141523, June 8, 2005, 459 SCRA 491; *Acance v. Court of Appeals*, G.R. No. 159699, March 16, 2005, 453 SCRA 548; *Philippine International Trading Corporation v. Commission*

on Audit, G.R. No. 152688, November 19, 2003, 416 SCRA 245; Metro Transit Organization, Inc. v. Court of Appeals, G.R. No. 142133, November 19, 2002, 392 SCRA 229; Government of United States of America v. Purganan, G.R. No. 148571, September 24, 2002, 389 SCRA 623; Republic v. Express Telecommunication Co., Inc., G.R. Nos. 147096 & 147210, January 15, 2002, 373 SCRA 316; Sevillana v. I.T. (International) Corporation, G.R. No. 99047, April 16, 2001, 356 SCRA 451; Progressive Development Corporation, Inc. v. Court of Appeals, 361 Phil. 566 (1999); Tan v. Sandiganbayan, 354 Phil. 463; Gelmart Industries Philippines, Inc. v. National Labor Relations Commission, G.R. No. 85668, August 10, 1989, 176 SCRA 295; Quirino v. Grospe, G.R. No. 58797, January 31, 1989, 169 SCRA 702; Gonzales, Jr. v. Intermediate Appellate Court, G.R. No. 63614, August 28, 1984, 131 SCRA 468; Guevarra v. Court of Appeals, G.R. Nos. L-49017 & L-49024, August 30, 1983, 124 SCRA 297; Philippine Air Lines Employees Association v. Philippine Air Lines, Inc., G.R. No. L-31396, January 30, 1982, 111 SCRA 215; Central Bank v. Cloribel, G.R. No. L-26971, April 11, 1972, 44 SCRA 307; Matute v. Court of Appeals, G.R. Nos. L-26751, L-26085 & L-26106, January 31, 1969, 26 SCRA 768; Luzon Surety Co., Inc. v. Marbella, 109 Phil. 734 (1960).

[52] People v. Chavez, G.R. No. 140690, June 19, 2001, 358 SCRA 810.

[53] Gelmart Industries Philippines, Inc. v. National Labor Relations Commission, *supra* note 51.

[54] Central Bank of the Philippines v. Cloribel, *supra* note 51, at 315.

[55] G.R. No. 63614, August 28, 1984, 131 SCRA 468.

[56] Gonzales, Jr. v. Intermediate Appellate Court, *id.* at 474.

[57] Rollo, pp. 469-470.

[58] Matute v. Court of Appeals, *supra* note 51.

[59] Philippine Amusement and Gaming Corporation v. Angara, G.R. No. 142937, November 15, 2005, 475 SCRA 41; Agote v. Lorenzo, G.R. No. 142675, July 22, 2005, 464 SCRA 60; Barnes v. Padilla, G.R. No. 160753, June 28, 2005, 461 SCRA 533; Security Bank Corporation v. Indiana Aerospace University, G.R. No. 146197, June 27, 2005, 461 SCRA 260; Rivera v. People, G.R. No. 163996, June 9, 2005, 460 SCRA 85.

[60] Caltex (Philippines) v. Delgado Brothers, 96 Phil. 368 (1954).

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