

PHILIPPINE NATIONAL BANK, PETITIONER, VS. DKS INTERNATIONAL, INC. AND MICHAEL DY, RESPONDENTS.

G.R. No. 179161. January 22, 2010

Ponente: DEL CASTILLO, J.

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DEL CASTILLO, J.:

Considering that the sub-lessee which was ordered by the court to surrender possession of the disputed property in a case for forcible entry no longer possessed the same, having already surrendered possession thereof to the lessor and not to the prevailing party which is the lessee, the Regional Trial Court (RTC) recalled the Writ of Execution with Break Open it earlier issued. The question which now confronts this Court is: Was the recall proper?

This is a Petition for Review on Certiorari under Rule 45 of the Rules of Court assailing the Decision[1] dated March 16, 2007 of the Court of Appeals (CA) in CA-G.R. SP No. 88098 which denied petitioner's Petition for Certiorari[2] as well as the Resolution[3] dated August 6, 2007 which likewise denied its Motion for Reconsideration thereto.

Factual Antecedents

On June 9, 1978, the Philippine Government (through the now defunct Department of General Services) and petitioner Philippine National Bank (PNB) entered into a Contract of Lease[4] where the former leased in favor of the latter its 21,727-square meter land located at Numancia St., Binondo, Manila. The contract was effective from August 1, 1978 to July 31, 2003 and renewable for a similar period upon agreement of the parties. It also stipulated that except for its subsidiary corporations, petitioner shall not directly or indirectly sublease, assign or encumber its leasehold rights in whole or in part on the leased area to any person or corporation without the prior written approval of the government.[5]

On October 12, 2000, respondent DKS International Inc. (DKS) applied for the sublease of a 9,500-square meter portion of the aforesaid property with petitioner. In a letter[6] dated February 1, 2001, petitioner informed Mr. Andres S. Dy (Dy) of DKS that petitioner's Executive Committee had already approved the amendments on the terms and conditions of the sublease. In another letter[7] dated March 5, 2001, petitioner advised Dy that it was ready to turn over possession of said property and required him to remit not later than March 15, 2001 the amount of P400,000.00 representing two months security deposit. However, the Land Management Bureau (LMB)[8] denied on August 31, 2001 and December 5, 2001 petitioner's request to sublease said portion of the property to DKS.[9] Hence, the sublease was not implemented.

Prior to DKS' application for sublease, petitioner signified its intention to renew the lease for another 25 years through a letter dated August 24, 2000 to the LMB as the original lease was about to expire. In a Memorandum dated May 6, 2002, then Secretary Heherson Alvarez (Sec. Alvarez) of the Department of Environment and Natural Resources (DENR) approved the recommendation of the LMB to renew the contract of lease for another 25 years effective August 1, 2003 or until August 1, 2028 with several conditions on the sublease, among which were: (1) that petitioner shall sublease the 9,500-square meter area in favor of DKS for the same period of 25

years and, (2) that DKS shall start its development of the portion of the property within two years from May 6, 2002 and complete its development as proposed within seven years.[10]

On August 6, 2002, however, Sec. Alvarez ordered the recall of his May 6, 2002 Memorandum until such time that the terms and conditions of the lease and the capability of the sub-lessees are re-evaluated and approved.[11]

Petitioner alleged that during the period recited above, it was in continuous and peaceful possession of the property including the subject 9,500-square meter portion which it operated as a car park until DKS, through force, intimidation, stealth and threat, forcibly and unlawfully took over possession on October 9, 2002.

According to petitioner, Dy and two men in civilian clothes arrived at the car park at around 6:30 p.m. on October 9, 2002. When the three requested the security guard on duty to let them enter the premises, the latter initially refused but was eventually prevailed upon. Dy thereafter instructed the two men to wear their complete security guard uniform and start their tour of duty in the area. The two, thus, respectively positioned themselves inside and outside the gate of the area and prevented the paying car park tenants from entering the premises. Two days later, 12 more security personnel from the Frontliner Security Agency arrived. The following day, the Operations Officer of Frontliner Security Agency posted at the car park's main gate a notice which read, "This place is operated by DKS, No trespassing". From then on, DKS had possession and control of the car park in violation of petitioner's right as lessee of said premises.[12]

Hence, petitioner filed a case for forcible entry against DKS and Dy docketed as Civil Case No. 174024 which was raffled to the Metropolitan Trial Court (MeTC) of Manila, Branch 27.[13]

While said case was pending, the DENR came up with a Final Endorsement[14] signed by Sec. Alvarez on November 29, 2002, informing petitioner's president, Lorenzo V. Tan, of the DENR's approval of petitioner's request for renewal of the lease contract. In said endorsement, the DENR endorsed three sub-lessees excluding DKS.

Finding in favor of petitioner, the MeTC rendered its Decision[15] dated August 20, 2003 in this wise:

WHEREFORE, judgment is hereby rendered ordering defendants DKS International, Inc., Michael Dy and all persons claiming rights and interest under them:

- To vacate the property covering 9,500 square meters located at Numancia Street, Binondo, Manila, specifically designated as Lot No. 1, Block 1862 of the Manila Cadastre No. 13 and peacefully surrender possession thereof to plaintiff PNB;
- To pay plaintiff PNB reasonable compensation in the amount of P200,000.00 per month starting October 2002, until completely vacated and fully surrendered;
- To pay attorney's fees fixed in the reasonable amount of P10,000.00; and,
- To pay the costs of the suit.

SO ORDERED.[16]

Upon motion[17] of petitioner, the MeTC issued a Writ of Execution[18] dated October 3, 2003 which, however, was not implemented because of the timely appeal of respondents to the RTC.

On March 10, 2004, the RTC-Manila, Branch 40 rendered its Decision[19] affirming the Decision of the MeTC and ordering the issuance of a writ of execution with break open order, viz:

WHEREFORE, the Decision, dated August 20, 2003, is AFFIRMED. Let the writ of execution be issued without prejudice to an appeal that may be taken by defendants-appellants. Likewise, let a break open order be

issued authorizing this Court's Sheriff to break open the gate or any other facility for the ingress [to] and/or egress [from] of the subject premises and to employ all necessary means to carry out the writ of execution. The Branch Sheriff is authorized to secure the assistance and/or to deputize the Philippine National Police (PNP) in order to ensure effective enforcement of the Writ of Execution.

SO ORDERED.[20]

Accordingly, a Writ of Execution with Break Open Order was issued on March 29, 2004.[21]

On March 30, 2004, respondents appealed to the CA by way of Petition for Review which was docketed as CA-G.R. SP No. 83129.

Meanwhile, before the Writ of Execution with Break Open Order could be implemented, respondents filed before the RTC an Urgent Motion to Recall Writ and the Command to Sheriff With Comment[22] alleging that during the previous hearings of the case, they have proven that petitioner filed a Complaint for Injunction with prayer for the issuance of a Temporary Restraining Order/Writ of Preliminary Injunction and Damages[23] against the government, docketed as Civil Case No. 03-0368-CFM and raffled to Branch 118 of RTC-Pasay City (Pasay case). Apparently, the Final Endorsement approving petitioner's request for renewal of lease contract earlier issued by Sec. Alvarez was withdrawn by his successor, Sec. Elisea G. Gozun (Sec. Gozun), on grounds that same was contrary to law and public policy and that the issuance thereof was without factual and legal bases.[24] In view of said withdrawal, a repossession and take-over team was created by virtue of LMB Special Order No. 2003-91.[25] In a Memorandum dated May 27, 2003, Sec. Gozun directed the LMB to immediately repossess and take over the subject property upon the expiration of the lease on July 31, 2003 thus, prompting petitioner to file the Pasay case. Unfortunately for petitioner, its application for TRO was denied by said court.[26]

Respondents further alleged that when the RTC Pasay's denial of the TRO was affirmed by the CA in its Decision[27] dated October 30, 2003 in a petition for certiorari docketed as CA-G.R. SP No. 78980, the government had taken over the premises by August 31, 2003. Thus, respondents manifested that they cannot anymore surrender possession of the premises to petitioner as they are no longer in possession thereof.

The government, through the LMB, also filed an Urgent Motion for Leave to Intervene on the Incident Involving the Enforcement of the Writ of Execution and to Treat this Motion as The Intervention.[28] It manifested therein that although it has nothing to do with the ejectment case, it vehemently objects to the notice of the sheriff, particularly on the matter of surrendering possession of the premises to petitioner. It pointed out that since the government was already in possession of the premises following petitioner's loss of any right of possession therein, it will be an abuse of discretion on the part of the court to order that the property be taken from the government and to have the same delivered to petitioner, under the guise of enforcing a writ of execution in the ejectment case. LMB likewise sought permission to intervene in the incident involving the enforcement of the writ.

To these two motions, petitioner filed an Opposition with Manifestation[29] asserting that the two motions are both pro forma, patently unmeritorious and serve no other purpose but to unduly delay the implementation of the Writ of Execution and therefore, should be denied.

The RTC did not find merit in LMB's prayer to intervene in the issue of the implementation of the writ. In its Order[30] dated July 14, 2004, it held that (1) the government's intervention will unduly delay the mandated immediate execution of the decision in the ejectment case to the prejudice of petitioner; (2) the government's rights may still be fully protected in a separate proceeding (particularly in the Pasay case); and, (3) the intervention preempts the decision in the Pasay case. The RTC also did not give credence to the claim of LMB that the government was already in possession of the property subject of the writ of execution saying that same

was a mere general claim. Said court, thus, accordingly denied the two motions for lack of merit and again ordered the Branch Sheriff of the MeTC to immediately implement the Writ of Execution with Break Open Order it earlier issued.

Upon motion for reconsideration of the government however, the RTC recalled the Writ of Execution with Break Open Order. It considered the Sheriff's Partial Return dated May 5, 2004 signed by the Deputy Sheriff of MeTC-Manila, Br. 27, which reads:

This is to certify that on May 5, 2004 at around 10:50 in the morning, after the lapse of (the) five (5)-day period given by the undersigned to the Defendants to voluntarily vacate the place which they failed to do so, the undersigned, together with the representative of the Philippine National Bank, assisted by police officers, went back [to] the premises in question at Numancia St., Binondo, Manila to implement the Writ of Execution with a Break Open Order issued by Hon. Placido C. Marquez. Thereat, Mr. Matusalem Ruperto, Commander of Sphinx Security Investigation and Detective Services informed us that DKS has already turned over the premises to Land Management Bureau. Mr. Matusalem Ruperto further informed the undersigned that Judge Marquez issued an order [preventing us] from implementing the Writ. Our attention was caught by the phrase posted in the premises that the same is government property. And upon further inquiry, said property is already guarded by Sphinx Security Investigation and Detective Services.[31]

Thus, the RTC issued the Order dated July 29, 2004,[32] the pertinent portions of which read:

Considering that Land Management Bureau is now in physical possession of the subject property and not defendants-appellants DKS International Inc. and Michael Dy, it would be a blunt error for this Court to order the transfer of the physical possession of the government which is admittedly the owner of the subject property to plaintiff-appellee Philippine National Bank. The [W]rit of [E]xecution with [B]reak [O]pen [Order] dated March 29, 2001 issued by this Court can no longer be implemented and the same must be recalled. The Sheriff is ordered to desist from implementing the same. This renders movant Republic's reply (to plaintiff-appellee's opposition with manifestation dated April 30, 2004) dated June 1, 2004, with attached verification and certificate against forum shopping, with prayer that LMB'S urgent motion for leave to intervene etc., dated April 28, 2004 and related pleadings moot and academic.

On the question of damages or monetary judgment referred to in the Writ of Execution with [B]reak [O]pen [Order], dated March 29, 2004, plaintiff-appellee and defendants-appellants, thru counsel, agreed that same should be left [for resolution to] the Honorable Court of Appeals which has taken jurisdiction over the same.

WHEREFORE, in view of the foregoing, the Writ of Execution with [B]reak [O]pen [Order], dated March 29, 2004, is recalled and the Deputy Sheriff of the Metropolitan Trial Court of Manila, Br. 27, is directed to desist from implementing the same. The question of damages or monetary judgment earlier referred to in this Order is left for resolution by the Honorable Court of Appeals. Consistent with this Order, movant Republic's reply (to plaintiff-appellee's opposition with manifestation dated April 30, 2004) dated June 1, 2004, and related pleadings, are now moot and academic.

SO ORDERED.

Expectedly, petitioner filed a motion for reconsideration[33] of said Order but

said motion was denied in an Order dated October 18, 2004.[34]

Hence, petitioner filed a Petition for Certiorari before the CA docketed as CA-G.R. SP No. 88098 imputing grave abuse of discretion amounting to lack of or in excess of jurisdiction on the part of the RTC in recalling the writ of execution with break open order.

In the meantime, the CA rendered its Decision[35] in CA-G.R. SP No. 83129 on June 28, 2005 denying the

petition and affirming in toto the Decision of the RTC in the forcible entry case. In said Decision, the CA declared that the issue of the expiration of the lease and the take over of the property by the government will not prevent the execution of the decision pending appeal, it being a basic rule that decisions against the defendants in ejectment cases are immediately executory.[36] Respondents' appeal[37] from said Decision was denied by this Court in a Resolution dated December 12, 2005 and same has attained finality on March 23, 2006.[38]

On March 16, 2007, the CA promulgated its Decision[39] in CA-G.R. SP No. 88098 denying the petition for lack of merit. It ruled that the RTC committed no grave abuse of discretion amounting to lack of or in excess of jurisdiction when it recalled the writ of execution with break open order. It held that the expiration of the lease contract between petitioner and the government and the latter's take-over and/or repossession of the premises from respondents were supervening events.

Petitioner filed a Motion for Reconsideration but it was denied through a Resolution dated August 6, 2007.

Hence, this petition.

Issues

In this Petition for Review on Certiorari, petitioner raises the following issues:

THE COURT OF APPEALS RENDERED ITS ASSAILED DECISION DATED MARCH 16, 2007 AND RESOLUTION DATED AUGUST 6, 2007 NOT IN ACCORD WITH LAW OR APPLICABLE JURISPRUDENCE, MORE SPECIFICALLY:

(i)

In passing upon an issue not submitted to it for resolution;

(ii)

In declaring that petitioner PNB has no right of possession over the subject property;

(iii)

In disregarding the uncontroverted findings of facts and the unassailed Decision of the Metropolitan Trial Court of Manila, Branch 27 in Civil Case No. 174024-CV, which was later affirmed by the Regional Trial Court of Manila, Branch 40 in Civil Case No. 03-108416; and

(iv)

In allowing the stay of the execution and recall of the break open order even in the absence of the required supersedeas bond.[40]

Petitioner's Arguments

In its assailed Decision, the CA made the following pronouncement:

It is undisputed that the property in dispute is owned by the Republic of the Philippines and that PNB's lease having expired on 31 July 2003, there being no renewal of the lease, the latter has no right of possession over the subject property. As such, the right of possession of the subject property belongs to the Republic of the Philippines, acting through the DENR and the LMB.[41]

By the above-quoted portion of the CA Decision, petitioner claims that said court sweepingly ruled on the issue of ownership and on the basis thereof granted possession of the disputed property to the government. Petitioner contends that as the petition is an offshoot of a forcible entry case, the CA should not have discussed the issue of ownership, because the only question that courts must resolve in ejectment proceedings is who is entitled to the

physical possession of the premises. Petitioner further imputes error on the part of the CA when it passed upon the issue of the expiration of the lease contract, which petitioner claims to be irrelevant to this case and is already subject of a full-blown trial in RTC-Pasay.

Respondents' Arguments

On the other hand, respondents posit that the CA must necessarily take notice of the facts that the government is the owner of the subject property, that it is now in possession of the same and that the lease contract between the government and the petitioner has already expired, since these same facts constitute the supervening events which rendered the writ of execution with break open moot and academic.

Our Ruling

The petition lacks merit.

It is well to remind petitioner that the sole issue raised before the CA in CA-G.R. SP No. 88098, is whether or not the RTC gravely abused its discretion amounting to lack of or in excess of jurisdiction when it recalled the writ of execution with break open order.

By grave abuse of discretion is meant such capricious and whimsical exercise of judgment as is equivalent to lack of jurisdiction.[42] The abuse of discretion must be grave as where the power is exercised in an arbitrary or despotic manner by reason of passion or personal hostility and must be so patent and gross as to amount to an evasion of positive duty or to a virtual refusal to perform the duty enjoined by or to act at all in contemplation of law.[43] Grave abuse of discretion refers not merely to palpable errors of jurisdiction or to violations of the Constitution, the law and jurisprudence.[44] It refers also to cases in which, for various reasons, there has been gross misapprehension of facts.[45]

We find that the CA correctly took notice of the government's take-over and repossession of the subject property, as these are the very same facts which the RTC considered to be the reasons why the writ of execution with break open order it earlier issued cannot anymore be implemented. Without discussing these issues, the CA would not be able to make a determination whether the recall of the writ of execution was proper under the circumstances. Such an assessment is imperative because the resolution of the issue of whether or not the RTC committed grave abuse of discretion hinges on it.

However, we deem it proper to pronounce to be without binding effect the pronouncement of the CA that there was no renewal of the lease contract between the government and petitioner. The authority of the CA was confined only to ruling upon the issue of whether or not the RTC committed grave abuse of discretion in issuing the order recalling the writ of execution. The determination of whether there was a renewal or non-renewal of the contract of lease between petitioner and the government is beyond the competence of the CA to pass upon, since it is already the subject of litigation in the Pasay case. In fact, petitioner, in its Reply,[46] alleges that a Decision has already been rendered in the Pasay case on August 29, 2008 wherein it was held that the Contract of Lease between petitioner and the government has been validly and effectively renewed on July 31, 2003 for another period of 25 years. Thus, to avoid any confusion on the matter, we should defer to the decision of the RTC in the Pasay case with respect to the issue of the renewal of the contract of lease between the government and herein petitioner, without prejudice to the outcome of any appeal in relation to said case.

This, notwithstanding a review of the record, nevertheless shows that the CA was correct in holding that the RTC did not commit grave abuse of discretion or act in excess of its jurisdiction in issuing the order which recalled the writ of execution with break open order.

By virtue of the Decisions of the MeTC and the RTC which both ruled in favor of petitioner in the subject forcible entry case, petitioner was indeed, as a matter of right, entitled to a writ of execution pursuant to Sec. 21, Rule 70 of the Rules of Court.[47] Thus, the RTC ordered the issuance of a writ of execution with break open in the dispositive portion of its March 10, 2004 Decision. But before said writ could be implemented, inescapable material facts and circumstances were brought to the attention of the RTC. The respondents had already surrendered possession of the subject premises to the government. Clearly, the portion of the Decision ordering respondents to vacate the subject property and peacefully surrender possession thereof to petitioner has become impossible to implement. For how can respondents surrender possession of the premises when they were no longer in possession? And, as correctly observed by the RTC, it would be a misstep if the government which is admittedly the owner of the subject property and which was not a party to the ejectment case, would be ordered to vacate the same in order that possession thereof may be delivered to petitioner. We thus hold that under these circumstances, the recall of the writ of execution with break open order was warranted.

It is well to emphasize for purposes of clarity, however, that the portion of the Decision that has become impossible to implement is only that portion respecting the order to vacate and surrender possession of the property. Conversely, the portions which provide for the payment of reasonable compensation and attorney's fees in favor of petitioner remain enforceable. We note that this was perceived by the parties themselves but they nevertheless agreed that the issue on the monetary award be left to the discretion of the CA as shown by the following portions of the RTC's July 29, 2004 Order:

On the question of damages or monetary judgment referred to in the Writ of Execution with break open, dated March 29, 2004, plaintiff-appellee and defendants-appellants, thru counsel, agreed that same should be left [for resolution to] the Honorable Court of Appeals which has taken jurisdiction over the same.

WHEREFORE, in view of the foregoing, the Writ of Execution with [B]reak [O]pen [Order], dated March 29, 2004, is recalled and the Deputy Sheriff of the Metropolitan Trial Court of Manila, Br. 27, is directed to desist from implementing the same. The question of damages or monetary judgment earlier referred to in this Order is left for resolution [to] the Honorable Court of Appeals. Consistent with this Order, movant Republic's reply (to plaintiff-appellee's opposition with manifestation dated April 30, 2004) dated June 1, 2004, and related pleadings, are now moot and academic.

And, in view of the finality of the Decision of the CA in CA-G.R. SP No. 83129 which as earlier stated, affirmed the Decision of the RTC, it is now up to petitioner to seek the execution of the portion of the Decision respecting the monetary awards in the main case, if same has not yet been enforced.

Petitioner next contends that the writ of execution with break open order was abruptly recalled without respondents complying with the mandatory requirements of Sec. 19, Rule 70 of the Rules of Court. Petitioner stresses that in order to stay the immediate execution of a judgment in an ejectment case while an appeal is pending, the defendant must perfect his appeal, file a supersedeas bond and periodically deposit the rentals which became due during the pendency of the appeal. But despite the failure of respondents to post the required supersedeas bond, the CA still affirmed the recall of the issuance of the writ of execution with break open order.

Petitioner's contention fails to persuade us. Sec. 19, Rule 70 of the Rules of Court is not applicable in this case. In *Uy v. Santiago*,[48] we held that it is only the execution of the MeTC or Municipal Trial Courts' judgment pending appeal with the RTC which may be stayed by compliance with the requisites provided in Section 19, Rule 70 of the Rules of Court. This can be deduced from the wordings of the subject provision, to wit:

Section 19. Immediate execution of judgment; how to stay same.- If judgment is rendered against the defendant, execution shall issue immediately upon motion, unless an appeal has been perfected and the defendant to stay execution files a sufficient supersedeas bond, approved by the Municipal Trial Court and

executed in favor of the plaintiff to pay the rents, damages, and costs accruing down to the time of the judgment appealed from, and unless, during the pendency of the appeal, he deposits with the appellate court the amount of rent due from time to time under the contract, if any, as determined by the judgment of the Municipal Trial Court. In the absence of a contract, he shall deposit with the Regional Trial Court the reasonable value of the use and occupation of the premises for the preceding month or period at the rate determined by the judgment of the lower court on or before the tenth day of each succeeding month or period. The supersedeas bond shall be transmitted by the Municipal Trial Court, with the other papers, to the clerk of the Regional Trial Court to which the action is appealed.

All amounts so paid to the appellate court shall be deposited with said court or authorized government depository bank, and shall be held there until the final disposition of the appeal, unless the court, by agreement of the interested parties, or in the absence of reasonable grounds of opposition to a motion to withdraw, or for justifiable reasons, shall decree otherwise. Should the defendant fail to make the payments above prescribed from time to time during the pendency of the appeal, the appellate court, upon motion of the plaintiff, and upon proof of such failure, shall order the execution of the judgment appealed from with respect to the restoration of possession, but such execution shall not be a bar to the appeal taking its course until the final disposition thereof on the merits.

After the case is decided by the Regional Trial Court, any money paid to the Court by the defendant for purposes of the stay of execution shall be disposed of in accordance with the provisions of the judgment of the Regional Trial Court. In any case wherein it appears that the defendant has been deprived of the lawful possession of land or building pending the appeal by virtue of the execution of the judgment of the Municipal Trial Court, damages for such deprivation of possession and restoration of possession may be allowed the defendant in the judgment of the Regional Trial Court disposing of the appeal.

This is not the situation here. Respondents are not staying the execution of the judgment of the MeTC pending appeal to the RTC as the latter court, in fact, had already rendered its judgment on the appeal. Clearly, the above-quoted provision does not find any application in the present petition.

Petitioner likewise faults the CA in giving full credence to the Sheriff's Partial Return dated May 5, 2004 stating that respondent DKS had already turned over possession of subject premises to the government. Suffice it to state, though, that this matter is factual in nature and is beyond the scope of a petition for review on certiorari. The resolution of factual issues is the function of lower courts, whose findings on these matters are received with respect and considered binding by the Supreme Court subject only to certain exceptions, none of which is present in this instant petition.[49] This is especially true when the findings of the RTC have been affirmed by the CA as in this case.

Lastly, petitioner prays in the alternative that respondents be ordered to pay the monetary award as contained in the RTC decision. We cannot, however, grant such relief as again, this is beyond our competence in this petition. To reiterate, we are only confined here to reviewing errors of law allegedly committed by the CA in its assailed Decision. Such relief should have been sought in the appeal from the main case.

WHEREFORE, the petition is DENIED.

SO ORDERED.

Carpio, (Chairperson), Carpio Morales,[*] Abad, and Perez, JJ., concur.

[*] In lieu of Justice Arturo D. Brion per Raffle dated January 11, 2010.

[1] CA rollo, pp. 303-316; penned by Associate Justice Celia C. Librea-Leagogo and concurred in by Associate

Justices Portia Aliño-Hormachuelos and Regalado E. Maambong.

[2] Id. at 2-16.

[3] Rollo, pp. 10-11.

[4] Records, Vol. I, pp. 12-16.

[5] Id. at 14.

[6] Id. at 17 & 47.

[7] Id. at 18.

[8] Now the agency responsible for administering, surveying, managing, disposing alienable and disposable lands and other government lands not placed under the jurisdiction of other government agencies, and is a staff sectoral bureau of the Department of Environment and Natural Resources.

[9] Records, Vol. I, pp. 184-196.

[10] Id. at 19.

[11] Id. at 21.

[12] Id. at 2-11.

[13] Id.

[14] Rollo, pp. 152-174.

[15] Records, Vol. I, pp. 184-196; penned by Judge Ma. Theresa Dolores C. Gomez-Estoesta.

[16] Id. at 195-196.

[17] Id. at 197-201.

[18] Id. at 253-255.

[19] Id. at 402-410; penned by Judge Placido C. Marquez.

[20] Id. at 409-410.

[21] Id. at 445-446.

[22] CA rollo, pp. 61-68.

[23] Records, Vol. I, pp. 224-238.

[24] Id. at 216-217.

[25] Id. at 220.

[26] Id. at 240-241; Order dated August 28, 2003 issued by RTC-Pasay, Br. 118.

[27] Penned by Justice Arturo D. Brion (now a member of this Court) and concurred in by Justices Josefina Guevara-Salonga and Amelita G. Tolentino, id. at 453-468.

[28] Id. at 476-480.

[29] Id. at 496-505.

[30] Id. at 653-659.

[31] Id. at 699.

[32] Rollo, pp. 108-109.

[33] Records, Vol. I, pp. 739-745.

[34] Records, Vol. II, pp. 73-74.

[35] Penned by Justice Josefina Guevara-Salonga and concurred in by Justices Ruben T. Reyes (now retired member of this Court) and Fernanda Lampas Peralta, id. at 389-402.

[36] Id. at 302-315.

[37] Docketed as G.R. No. 169948.

[38] Records, Vol. II, p. 580.

[39] CA rollo, pp. 303-316.

[40] Rollo, p. 43.

[41] CA rollo, p. 312.

[42] Rimbunan Hijau Group of Companies v. Oriental Wood Processing Corporation, G.R. No. 152228, September 23, 2005, 470 SCRA 650, 661.

[43] Id.

[44] Presidential Commission on Good Government v. Hon. Desierto, 445 Phil. 154, 175 (2003).

[45] Id.

[46] Rollo, pp. 143-150.

[47] Immediate execution on appeal to the Court of Appeals or Supreme Court. The judgment of the Regional Trial Court against the defendant shall be immediately executory, without prejudice to a further appeal that may be taken therefrom.

[48] 391 Phil. 575, 580 (2000).

[49] Bunyi and Bunyi v. Factor, G.R. No. 172547, June 30, 2009.

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