

**UNITED ALLOY PHILIPPINES CORPORATION, PETITIONER, VS.
UNITED COCONUT PLANTERS BANK [UCPB] AND/OR PHILIPPINE
DEPOSIT INSURANCE CORPORATION [PDIC], JAKOB VAN DER SLUIS
AND ROBERT ...**

G.R. No. 179257. November 23, 2015

Ponente: DEL CASTILLO, J.

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DEL CASTILLO, J.:

"[T]he dismissal of the principal action x x x [carries] with it the denial, disallowance or revocation of all reliefs ancillary to the main remedy sought in that action." [1]

Challenged in this Petition for Review on Certiorari [2] is the August 17, 2007 Decision [3] of the Court of Appeals, Cagayan de Oro City Station (CA CDO) in CA-G.R. SP No. 67079 dismissing petitioner United Alloy Philippines Corporation's (UniAlloy) Petition for Certiorari and Mandamus filed therewith. In said Petition, UniAlloy sought to nullify the Orders dated September 13 [4] and 14, [5] 2001 of the Regional Trial Court (RTC), Branch 40, Cagayan de Oro City in Civil Case No. 2001-219 that dismissed its Complaint for Annulment and/or Reformation of Contract and Damages with Prayer for A Writ of Preliminary Injunction or Temporary Restraining Order (TRO) [6] and ordered it to surrender the possession of the disputed premises to respondent United Coconut Planters Bank (UCPB).

Factual Antecedents

UniAlloy is a domestic corporation engaged in the business of manufacturing and trading on wholesale basis of alloy products, such as ferrochrome, ferrosilicon and ferromanganese. It has its principal office and business address at Phividec Industrial Area, Tagoloan, Misamis Oriental. Respondent UCPB, on the other hand, is a banking corporation while respondent Robert T. Chua (Chua) is one of its Vice-Presidents. Respondent Jakob Van Der Sluis is a Dutch citizen and was the Chairman of UniAlloy. Respondent Philippine Deposit Insurance Corporation is the assignee-in-interest of UCPB as regards the loan account of UniAlloy.

On September 10, 1999, UniAlloy and UCPB entered into a Lease Purchase Agreement [7] (LPA) wherein UniAlloy leased from UCPB several parcels of land with a total area of 156,372 square meters located in Barangay Gracia, Tagoloan, Misamis Oriental, [8] The three-year lease commenced on August 1, 1999 to run until July 31, 2002 for a monthly rent: of P756/700.00. The parties stipulated that upon the expiration of the lease, UniAlloy shall purchase the leased properties for P300 million to be paid on staggered basis. UniAlloy also obtained loans from UCPB.

On August 27, 2001, however, UniAlloy filed the aforesaid Complaint [9] against respondents. It claimed that, thru misrepresentation and manipulation, respondent Jakob Van Der Sluis took foil control of the management and operation of UniAlloy; that respondents connived with one another to obtain fictitious loans purportedly for UniAlloy as evidenced by Promissory Note Nos. 8111-00-00110-6, 8111-00-20031-1, and 8111-01-20005-6 for

P6 million, US\$10,000.00, and US\$320,000.00, respectively; that UCPB demanded payment of said loans; and, that UCPB unilaterally rescinded the LPA. UniAlloy prayed that judgment be issued: (i) ordering the annulment and/or reformation of the three Promissory Notes; (ii) nullifying UCPB's unilateral rescission of the LPA; (iii) enjoining UCPB from taking possession of the leased premises; and (iv) ordering respondents to jointly and severally pay nominal and exemplary damages, as well as attorney's fees of P500,000.00 each. As ancillary relief, UniAlloy prayed for the issuance of a temporary restraining order and/or writ of preliminary injunction.

On the same day, the Executive Judge of the RTC, Cagayan de Oro City issued a 72-hour TRO directing UCPB to cease and desist from taking possession of the disputed premises.[10] The following day, respondent Jakob Van Der Sluis filed a Motion to Dismiss and Opposition to the Application for Injunction or TRO[11] on the grounds of improper venue, forum-shopping,[12] *litis pendentia*, and for being a harassment suit under the Interim Rules of Procedure for Intra-Corporate Cases. He argued that the LPA specifically provides that any legal action arising therefrom should be brought exclusively in the proper courts of Makati City. The Complaint did not disclose the pendency of Civil Case No. 2001-156 entitled "Ernesto Paraiso and United Alloy Philippines Corporation v. Jakob Van Der Sluis" before Branch 40, as well as CA-G.R. SP No. 66240 entitled "Jakob Van Der Sluis v. Honorable Epifanio T. Nacaya, et al." He further averred that what UniAlloy sought to enjoin is already *fait accompli*.

Respondents UCPB and Chua, on the other hand, filed a Motion to Dismiss & Motion to Recall Temporary Restraining Order.[13] In addition to the ground of improper venue, they raised the issue of lack of authority of the person who verified the Complaint as no secretary's certificate or a board resolution was attached thereto.

During the hearing on the writ of preliminary injunction on August 30, 2001, the RTC directed the parties to maintain the status quo by not disturbing the possession of the present occupants of the properties in question pending resolution of respondents' motions,

On September 13, 2001, the RTC, acting as Special Commercial Court, issued an Order[14] granting the motions to dismiss and ordering the dismissal of the case on the grounds of improper venue, forum-shopping and for being a harassment suit. The RTC held that venue was improperly laid considering that the Promissory Notes sought to be annulled were issued pursuant to a Credit Agreement which, in turn, stipulates that any legal action relating thereto shall be initiated exclusively in the proper courts of Makati City. It also opined that UniAlloy committed forum-shopping for failing to disclose in its certificate of non-forum-shopping the pendency of Civil Case No. 2001-156 which involves the same parties, the same transactions and the same essential facts and circumstances. The cases, as ruled by the RTC, have also identical causes of action, subject matter and issues. The dispositive portion of the September 13, 2001 Order reads:

ACCORDINGLY, finding meritorious that the venue is improperly laid and the complain[an]t engaged in forum-shopping and harassment of defendant Jakob Van der Sluis, this case is hereby DISMISSED rendering the prayer issuance of a writ of preliminary injunction moot and academic, and ordering plaintiff to turn over possession of the subject premises of the properties in question at Barangay Gracia, Tagoloan, Misamis Oriental to defendant United Coconut Planters Bank.

SO ORDERED.[15]

Upon UCPB's motion, the RTC issued another Order[16] dated September 14, 2001 directing the issuance of a writ of execution to enforce its September 13, 2001 Order. Accordingly, a Writ of Execution[17] was issued directing the Sheriff to put UCPB in possession of the disputed premises. It was satisfied on September 17, 2001.[18] The employees of UniAlloy were evicted from the leased premises and UCPB's representatives were placed in possession thereof.

On September 25, 2001, UniAlloy received copies of the RTC Orders.[19] And on October 9, 2001, it filed with the Court of Appeals, Manila Station (CA Manila) its petition in CA-G.R. SP No. 67079 attributing grave abuse of discretion on the part of the court a quo in (i) dismissing its petition on the grounds of improper venue, forum-shopping and harassment, (ii) ordering the turnover of the property in question to UCPB after the dismissal of the Complaint, and (iii) applying the Interim Rules of Procedure for Intra-corporate Controversies.

On October 18, 2001, the CA Manila issued a TRO. After hearing, the CA Manila issued a Resolution[20] dated February 18, 2002 granting UniAlloy's ancillary prayer for the issuance of a writ of preliminary injunction upon posting of a bond in the amount of P300,000.00.

UniAlloy posted the requisite bond.

However, no writ of preliminary injunction was actually issued by the CA Manila because of this Court's March 18, 2002 Resolution[21] in G.R. No. 152238 restraining it from enforcing its February 18, 2002 Resolution. G.R. No. 152238 is a Petition for Certiorari initiated by UCPB assailing said Resolution of CA Manila. And, in deference to this Court, the CA Manila refrained from taking further action in CA-G.R. SP No. 67079 until G.R. No. 152238 was resolved.[22]

On January 28, 2005, this Court rendered its Decision[23] in G.R. No. 152238 finding no grave abuse of discretion on the part of the CA in issuing its February 18, 2002 Resolution and, consequently, denying UCPB's petition.

Thereafter, and since this Court's Decision in G.R. No. 152238 attained finality, UniAlloy filed with the CA Manila a Motion to Issue and Implement Writ of Preliminary Mandatory Injunction.[24] In the meantime, the records of CA-G.R. SP No. 67079 were forwarded to CA CDO pursuant to Republic Act No. 8246.[25]

On May 31, 2006, the CA CDO issued a Resolution[26] denying UniAlloy's motion. It found that UniAlloy had lost its right to remain in possession of the disputed premises because it defaulted in the payment of lease rentals and it was duly served with a notice of extrajudicial termination of the LPA. Said court also found that UniAlloy vacated the leased premises and UCPB was already in actual physical possession thereof as of August 24, 2001, or three days before UniAlloy filed its complaint with the RTC. Hence, it could no longer avail of the remedy of preliminary injunction to regain possession of the disputed premises.

UniAlloy filed a Motion for Reconsideration,[27] which was denied in the CA CDO's November 29, 2006 Resolution.[28]

On August 17, 2007, the CA CDO issued the assailed Decision denying UniAlloy's petition and affirming the RTC's questioned Orders. It opined inter alia that UniAlloy erred in resorting to a Rule 65 petition because its proper recourse should have been to appeal the questioned Orders of the RTC, viz.:

It is plain from the record, though, that UniAlloy had lost its right to appeal. The time to make use of that remedy is gone. It is glaringly obvious that UniAlloy resorted to this extraordinary remedy of certiorari and mandamus as a substitute vehicle for securing a review and reversal of the questioned order of dismissal which it had, by its own fault, allowed to lapse into finality. Unfortunately, none of the arguments and issues raised by UniAlloy in its petition can adequately brand the 13 September 2001 Order as void on its face for being jurisdictionally flawed, nor mask the fact that it became final and executory by UniAlloy's failure to file an appeal on time. And so, even if the assailed order of dismissal might arguably not have been entirely free from some errors in substance, or lapses in procedure or in findings of fact or of law, and which that account could have been reversed or modified on appeal, the indelible fact, however is that it was never appealed. It had become final and executory. It is now beyond the power of this Court to modify it.[29]

Hence, this Petition raising the following issues for Our resolution:

- Whether the Court of Appeals (Cagayan de Oro City) erred, or acted without, or in excess of jurisdiction, or committed grave abuse of discretion amounting to lack, or excess of jurisdiction in DENYING United Alloy's Motion to Issue and Implement Writ of Preliminary Mandatory Injunction in this case, DESPITE the earlier resolution dated February 18, 2002 issued by the same Court of Appeals (Manila) of coordinate and co-equal jurisdiction which granted United Alloy's Motion for Issuance of Preliminary Injunction upon bond of P300,000.00, and DESPITE this Honorable Court's decision dated January 28, 2005 in the certiorari case G.R. No. 152238 filed by UCPB to assail the Court of Appeals's Resolution of February 18, 2002, which decision sustained the said resolution of February 18, 2002, and DENIED UCPB's petition in said G.R. No. 152238.

As sub-issue - Whether the Court of Appeals (Cagayan de Oro City) disregarded the rule that every court must take cognizance of decisions the Supreme Court has rendered, because they are proper subjects of mandatory judicial notice. The said decisions more importantly, form part of the legal system, and failure of any court to apply them shall constitute an abdication of its duty to resolve a dispute in accordance with law and shall be a ground for administrative action against an inferior court magistrate x x x

- Whether x x x the Court of Appeals (Cagayan de Oro City) decided this case in accord with law and the evidence, and so far departed from the accepted and usual course of judicial proceedings as to call for an exercise of the supervisory power of this Honorable Court, and to entitle this petition to allowance and the review sought in this case.[30]

Issue

The basic issue to be resolved in this case is whether the CA CDO erred in dismissing UniAlloy's Petition for Certiorari and Mandamus. For if the said court did not commit an error then it would be pointless to determine whether UniAlloy is entitled to a writ of preliminary injunction pursuant to CA Manila's February 18, 2002 Resolution which was issued as a mere ancillary' remedy in said petition.

Our Ruling

The Petition is devoid of merit.

Before delving on the focal issue, the Court shall first pass upon some procedural matters.

UniAlloy availed of the proper remedy
in assailing the RTC's September 13, 2001
Order dismissing its Complaint

In its Comment,[31] UCPB defends the CA CDO in denying due course to UniAlloy's Petition for Certiorari and Mandamus. It posits that UniAlloy should have filed with the RTC a Notice of Appeal from the Order dated September 13, 2001 instead of a Rule 65 petition before the CA, Respondents Jakob Van der Sluis and Chua echo UCPB's contention that UniAlloy resorted to a wrong mode of remedy and that the dismissal of its complaint had become final and executory which, in turn, rendered UniAlloy's Rule 65 petition before the CA moot and academic.[32]

In its Consolidated Reply,[33] UniAlloy counter-argues that it filed a Rule 65 petition with the CA because the remedy of appeal is inadequate as the RTC had already directed the issuance of a writ of execution and that the RTC Orders are patently illegal.

UniAlloy availed of the correct remedy. Under Section 1 Rule 16 of the Rules of Court, the following may be raised as grounds in a motion to dismiss:

SECTION 1. Grounds. — Within the time for but before filing the answer to the complaint or pleading asserting a claim, a motion to dismiss may be made on any of the following grounds:

- (a) That the court has no jurisdiction over the person of the defending party;
- (b) That the court has no jurisdiction over the subject matter of the claim;
- (c) That venue is improperly laid;
- (d) That the plaintiff has no legal capacity to sue;
- (e) That there is another action pending between the same parties for the same cause;
- (f) That the cause of action is barred by a prior judgment or by the statute of limitations;
- (g) That the pleading asserting the claim states no cause of action;
- (h) That the claim or demand set forth in the plaintiffs pleading has been paid, waived, abandoned, or otherwise extinguished;
- (i) That the claim on which the action is founded is unenforceable under the provisions of the statute of frauds; and
- (j) That a condition precedent for filing the claim has not been complied with.

Except for cases falling under paragraphs (f), (h), or (i), the dismissal of an action based on the above-enumerated grounds is without prejudice and does not preclude the refiling of the same action. And, under Section 1(g) of Rule 41,[34] an order dismissing an action without prejudice is not appealable. The proper remedy therefrom is a special civil action for certiorari under Rule 65.[35] But, if the reason for the dismissal is based on paragraphs (f), (h), or (i) (i.e., res judicata, prescription, extinguishment of the claim or demand, and unenforceability under the Statute of Frauds) the dismissal, under Section 5,[36] of Rule 16, is with prejudice and the remedy of the aggrieved party is to appeal the order granting the motion to dismiss.

Here, the dismissal of UniAlloy's Complaint was without prejudice. The September 13, 2001 Order of the RTC dismissing UniAlloy's Complaint was based on the grounds of improper venue, forum-shopping and for being a harassment suit, which do not fall under paragraphs (f), (h), or (i) of Section 1, Rule 16. Stated differently, none of the grounds for the dismissal of UniAlloy's Complaint is included in Section 5 of Rule 16 of the Rules of Court. Hence, since the dismissal of its Complaint was without prejudice, the remedy then available to UniAlloy was a Rule 65 petition.

CA CDO did not err in affirming the dismissal of UniAlloy's Complaint on the grounds of improper venue, forum-shopping and for being a harassment suit

The RTC was correct in dismissing UniAlloy's Complaint on the ground of improper venue. In general, personal actions must be commenced and tried (i) where the plaintiff or any of the principal plaintiffs resides, (ii) where the defendant or any of the principal defendants resides, or (III) in the case of a resident defendant where he may be found, at the election of the plaintiff.[37] Nevertheless, the parties may agree in writing to limit the venue of future actions between them to a specified place.[38]

In the case at bench, paragraph 18 of the LPA expressly provides that "[a]ny legal action arising out of or in connection with this Agreement shall be brought exclusively in the proper courts of Makati City, Metro Manila." [39] Hence, UniAlloy should have filed its complaint before the RTC of Makati City, and not with the

RTC of Cagayan de Oro City.

But to justify its choice of venue, UniAlloy insists that the subject matter of its Complaint in Civil Case No. 2001-219 is not the LPA, but the fictitious loans that purportedly matured on April 17, 2001.[40]

UniAlloy's insistence lacks merit. Its Complaint unequivocally sought to declare "as null and void the unilateral rescission made by defendant UCPB of its subsisting Lease Purchase Agreement with [UniAlloy]."[41] What UCPB unilaterally rescinded is the LPA and without it there can be no unilateral rescission to speak of. Hence, the LPA is the subject matter or at least one of the subject matters of the Complaint. Moreover, and to paraphrase the aforesaid paragraph 18 of the LPA, as long as the controversy arises out of or is connected therewith, any legal action should be filed exclusively before the proper courts of Makati City. Thus, even assuming that the LPA is not the main subject matter, considering that what is being sought to be annulled is an act connected and inseparably related thereto, the Complaint should have been filed before the proper courts in Makati City.

With regard forum-shopping, our review of the records of this case revealed that UniAlloy did not disclose in the Verification/Certification of the Complaint the pendency of Civil Case No. 2001-156 entitled "Ernesto Paraiso and United Alloy Philippines Corporation v. Jakob Van Der Sluis." The trial court took judicial notice of its pendency as said case is also assigned and pending before it. Thus, we adopt the following un rebutted finding of the RTC:

These two civil cases have identical causes of action or issues against defendant Jakob Van Der Sluis for having misrepresented to plaintiff and its stockholders that he can extend financial assistance in running the operation of the corporation, such that on April 6, 2001 plaintiff adopted a Stockholders Resolution making defendant Jakob chairman of the corporation for having the financial capability to provide the financial needs of plaintiff and willing to finance the operational needs thereof; that a Memorandum of Agreement was subsequently entered between the parties whereby defendant Jakob obligated to provide sufficient financial loan to plaintiff to make it profitable; that Jakob maliciously and willfully reneged [on] his financial commitments to plaintiff prompting the stockholders to call his attention and warned him of avoiding the said agreement; that defendant who had then complete control of plaintiffs bank account with defendant UCPB, through fraudulent machinations and manipulations, was able to maliciously convince David C. Chua to pre-sign several checks; that defendant Jakob facilitated several huge loans purportedly obtained by plaintiff which defendant himself could not even account and did not even pay the debts of the corporation but instead abused and maliciously manipulated plaintiffs account.

Forum-shopping indeed exists in this case, for both actions involve the same transactions and same essential facts and circumstances as well as identical causes of action, subject matter and issues, x x x[42]

The dismissal of UniAlloy's main action carries with it the dissolution of any ancillary relief previously granted therein.

UniAlloy argues that the CA CDO erred in denying its petition considering that this Court has already sustained with finality the CA Manila's February 18, 2002 Resolution granting its prayer for the issuance of a writ of preliminary mandatory injunction.

The contention is non sequitur.

"Provisional remedies [also known as ancillary or auxiliary remedies], are writs and processes available during the pendency of the action which may be resorted to by a litigant to preserve and protect certain rights and interests pending rendition, and for purposes of the ultimate effects, of a final judgment in the case. They are

provisional because they constitute temporary measures availed of during the pendency of the action, and they are ancillary because they are mere incidents in and are dependent upon the result of the main action." [43] One of the provisional remedies provided in the Rules of Court is preliminary injunction, which may be resorted to by a litigant at any stage of an action or proceeding prior to the judgment or final order to compel a party or a court, agency or a person to refrain from doing a particular act or acts. [44] In *Bacolod City Water District v. Hon. Labayen*, [45] this Court elucidated that the auxiliary remedy of preliminary injunction persists only until it is dissolved or until the termination of the main action without the court issuing a final injunction, viz.:

x x x Injunction is a judicial writ, process or proceeding whereby a party is ordered to do or refrain from doing a certain act. It may be the main action or merely a provisional remedy for and as an incident in the main action.

The main action for injunction is distinct from the provisional or ancillary remedy of preliminary injunction which cannot exist except only as part or an incident of an independent action or proceeding. As a matter of course, in an action for injunction, the auxiliary remedy of preliminary injunction, whether prohibitory or mandatory, may issue. Under the law, the main action for injunction seeks a judgment embodying a final injunction which is distinct from, and should not be confused with, the provisional remedy of preliminary injunction, the sole object of which is to preserve the status quo until the merits can be heard. A preliminary injunction is granted at any stage of an action or proceeding prior to the judgment or final order. It persists until it is dissolved or until the termination of the action without the court issuing a final injunction. [46]

Based on the foregoing, it is indubitably clear that the August 17, 2007 Decision of CA CDO dismissing UniAlloy's Petition for Certiorari and Mandamus effectively superseded the February 18, 2002 Resolution of the CA Manila granting UniAlloy's ancillary prayer for the issuance of a writ of preliminary injunction. It wrote *finis* not only to the main case but also to the ancillary relief of preliminary injunction issued in the main case.

For the same reason, there is no merit in UniAlloy's contention that the RTC grievously erred in ordering it to turn over the possession of the subject premises to UCPB considering that the latter never prayed for it. As borne out by the records of the case, UCPB was already in actual possession of the litigated premises prior to the filing of the Complaint on August 27, 2001. This conforms with the finding of the CA CDO which pronounced that "an actual turnover of the premises x x x was really effected on August 24, 2001, prior to the institution of the complaint *a quo*." [47] UniAlloy was able to regain possession of the disputed premises only by virtue of the RTC's 72-hour TRO. With the issuance of the RTC's September 13, 2001 Order dismissing the Complaint of UniAlloy, however, the RTC's 72-hour TRO and August 30, 2001 order to maintain status quo, which are mere incidents of the main action, lost their efficacy. As discussed above, one of the inevitable consequences of the dismissal of the main action is the dissolution of the ancillary relief granted therein. Besides, the RTC issued the status quo order with the express caveat that the same shall remain in force until it has resolved respondents' motions to dismiss, which it subsequently granted. Consequently, UniAlloy has no more bases to remain in possession of the disputed premises. It must, therefore, reconstitute whatever it may have possessed by virtue of the dissolved provisional remedy, even if the opposing party did not pray for it.

The August 17, 2007 Decision neither violated this Court's January 28, 2005 Decision in G.R. No. 152238 nor contradicted the CA Manila's February 18, 2002 Resolution.

UniAlloy further argues that in denying its petition, CA CDO contradicted the earlier Resolution of a coordinate court, the CA Manila, and the January 28, 2005 Decision of this Court in G.R. No. 152238. It insists that no court can interfere with the judgment, orders or decrees of another court of concurrent or coordinate jurisdiction.

We are not persuaded.

True, under the doctrine of judicial stability or non-interference, "no court can interfere by injunction with the judgments or orders of another court of concurrent jurisdiction having the power to grant the relief sought by injunction. The rationale for the rule is founded on the concept of jurisdiction: a court that acquires jurisdiction over the case and renders judgment therein has jurisdiction over its judgment, to the exclusion of all other coordinate courts, for its execution and over all its incidents, and to control, in furtherance of justice,, the conduct of ministerial officers acting in connection with this judgment." [48] But said doctrine is not applicable to this case. Here, the proceeding in CA CDO is a continuation of the proceeding conducted in CA Manila. There is only one case as what was resolved by CA CDO is the same case, CA-G.R. SP No. 67079 earlier filed with and handled by CA Manila. It was referred to CA CDO pursuant to Republic Act No. 8246 creating three divisions of the CA each in Cebu and Cagayan de Qro. Section 5 thereof provides:

SECTION 5. Upon the effectivity of this Act, all pending cases, except those which have been submitted for resolution, shall be referred to the proper division of the Court of Appeals.

In fine, CA CDO did not intrude into an order issued by another co-equal court in a different case. Rather, it continued to hear the petition until its termination after the CA Manila referred the same to it by virtue of a law.

The fact that said February 18, 2002 Resolution of CA Manila was affirmed by this Court in its January 28, 2005 Decision in G.R. No. 152238 is likewise of no moment. Said Resolution of CA Manila only granted UniAlloy's ancillary prayer for injunctive relief. It did not touch on the issues of improper venue, forum-shopping, and harassment. Thus, neither did this Court tackle said issues in its January 28, 2005 Decision. In fact, this Court cautiously limited its discussions on the propriety of the CA's directive temporarily restraining the RTC from placing UCPB in possession of the disputed premises and deliberately reserved to the CA the determination of whether the RTC erred in dismissing the main case. Thus:

The dismissal of Civil Case No. 2001-219 on the grounds of forum-shopping, improper venue and harassment - although raised, too, by Unialloy in its Petition before the Court of Appeals - was not passed upon in the assailed interlocutory CA Resolution. As a consequence, it would be premature and improper for us to pass upon the RTC's dismissal of the case. Hence, we shall limit our discussion to the assailed Resolutions temporarily stopping the trial court's turnover of the litigated property to petitioner. [49]

WHEREFORE, the instant petition is hereby DENIED.

SO ORDERED.

Velasco, Jr. (Chairperson),[*] Brion[**], Mendoza, and Leonen,. JJ., concur.

[*] Per Special Order No. 2282 dated November 13, 2015.

[**] Per Special Order No. 2281 dated November 13, 2015.

[***] This case was re-raffled to the ponente on September 16,2015.

[1] CA rollo, p. 1552.

[2] Rollo , pp. 11-33.

[3] CA rollo, pp. 1536-1553; penned by Associate Justice Edgardo A. Camello and concurred in by Associate Justices Jane Aurora C. Lantion and Elihu Y. Ybañez.

[4] Records, pp. 142-145; penned by Judge Epifanio T. Nacaya.

[5] Id. at 149.

[6] Id at 1-15.

[7] Id. at 23-31.

[8] UCPB co-owns 75.67% undivided share of the property with Development Bank of the Philippines, which has 24.33% interest therein. Id. at 28.

[9] Records, pp. 1-15, Incidentally, UCPB likewise filed a complaint for sum of money with prayer for preliminary attachment before the Regional Trial Court of Makati City docketed as Civil Case No. 01-1332.

It alleged, among others, that UniAlloy failed to pay its obligations under the Promissory Notes, which are also the subject of UniAlloy's Complaint.

[10] See Order dated August 27, 2001, id. at 55o6; penned by Executive Judge Noli T. 'Catli, Regional Trial Court, Branch 25, Cagayan de Oro City.

[11] Id. at 40-44.

[12] This and the subsequent grounds were raised in respondent Jakob Van Der Sluis' Supplement to Motion to Dismiss [and] Manifestation; id. at 72-76.

[13] Id. at 63-69.

[14] Id. at 142-145.

[15] Id. at 145.

[16] Id. at 149.

[17] Id. at 150.

[18] See Return of Service of even date; id. at 154.

[19] Rollo, p. 107.

[20] Id. at 154-155; penned by Associate Justice Eloy R. Bello, Jr. and concurred in by Associate Justices Godardo A. Jacinto and Josefina Guevara-Salonga.

[21] Rollo (G.R. No. 152238), p. 117.

[22] Respondent Jakob Van der Sluis filed a separate Rule 65 petition with this Court. But in a Resolution (Rollo, p. 159) dated May 6, 2002, this case docketed as G.R. No. 152821 was dismissed outright for failure to show that respondent court committed grave abuse of discretion.

[23] 490 Phil. 353 (2005); penned by then Associate Justice Artemio V. Panganiban (later to become Chief Justice) and concurred in by Associate Justices Angelina Sandoval-Gutierrez, Renato C. Corona (later also became Chief Justice), Conchita Carpio-Morales, and Cancio C. Garcia.

[24] Rollo, pp. 183-187.

[25] AN ACT CREATING ADDITIONAL DIVISIONS IN THE COURT OF APPEALS,.1NCREASING THE NUMBER OF COURT OF APPEALS JUSTICES FROM FIFTY-ONE (51) TO SIXTY-NINE (69), AMENDING FOR THE PURPOSE BATAS PAMBANSA BILANG 129, AS AMENDED, OTHERWISE

KNOWN AS THE JUDICIARY REORGANIZATION ACT OF 1980, APPROPRIATING FUNDS THEREFOR, AND FOR OTHER PURPOSES.

[26] CA rollo, pp. 1346-1353; penned by Associate Justice Edgardo A. Camello and concurred in by Associate Justices Romulo V. Borja and Ramon R. Garcia.

[27] Id. at 1362-1385.

[28] Id. at 1434-1435; penned by Associate Justice Edgardo A. Camello and concurred in by Associate Justices Sixto C. Marella, Jr, and Mario V. Lopez.

[29] Id. at 1549.

[30] Rollo, pp, 14-15.

[31] Id. at 233-255.

[32] See Comment dated December 8, 2007, id. at 258-268.

[33] Id. at 282-298.

[34] As amended by A.M. No. 07-7-12-SC; December 7, 2007.

[35] Palma v. Hon. Galvez, 629 Phil. 86, 94-95 (2010).

[36] SECTION 5. Effect of Dismissal. — Subject to the right of appeal, an order granting a motion to dismiss based on paragraphs (f), (h) and (i) of Section 1 hereof shall bar the refiling of the same action or claim.

[37] RULES OF COURT, Rule 4, Section 2.

[38] RULES OF COURT, Rule 4, Section 4(b); Mangila v. Court of Appeals, 435 Phil. 870, 884 (2002).

[39] Records, p. 30.

[40] See Consolidated Reply dated May 23, 2008, rollo, pp. 282-298 at 290-291.

[41] Records, p. 13.

[42] Id. at 144.

[43] Calderon v. Roxas, G.R. No. 185595, January 9, 2013, 688 SCRA 330, 340; Regalado, F., Remedial Law Compendium, Vol. I, 8th Revised Ed., p. 616.

[44] RULES OF COURT, Rule 58, Section 1.

[45] 487 Phil. 335 (2004).

[46] Id. at 346-347.

[47] CA rollo, p. 1351.

[48] Atty. Cabili v. Judge Balindong, 672 Phil. 398, 406-407 (2011).

[49] United Coconut Planters Bank v. United Alloy Phils. Corp., supra note 23 at 360.

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