

FIDEL O. CHUA AND FILIDEN REALTY AND DEVELOPMENT CORPORATION, PETITIONERS, VS. METROPOLITAN BANK & #038; TRUST COMPANY, ATTY. ROMUALDO CELESTRA, ATTY. ANTONIO V. VIRAY, ATTY. RAMON MI...

G.R. No. 182311. August 19, 2009

Ponente: CHICO-NAZARIO, J.

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CHICO-NAZARIO, J.:

This is a Petition for Review on Certiorari under Rule 45 of the Rules of Court, assailing the Decision,[1] dated 31 January 2008, later upheld in a Resolution[2] dated 28 March 2008, both rendered by the Court of Appeals in CA-G.R. CV No. 88087. The Court of Appeals, in its assailed Decision, affirmed the Order[3] dated 3 July 2006 of Branch 258 of the Regional Trial Court of Parañaque City (RTC-Branch 258), dismissing the action for damages, docketed as Civil Case No. CV-05-0402, filed by petitioners Fidel O. Chua (Chua) and Filiden Realty and Development Corporation (Filiden), on the ground of forum shopping.

Petitioner Chua is president of co-petitioner Filiden, a domestic corporation, engaged in the realty business.[4] Respondent Metropolitan Bank and Trust Co. (respondent Metrobank) is a domestic corporation and a duly licensed banking institution.[5]

Sometime in 1988, petitioners obtained from respondent Metrobank a loan of P4,000,000.00, which was secured by a real estate mortgage (REM) on parcels of land covered by Transfer Certificates of Title (TCTs) No. (108020)1148, No. 93919, and No. 125185, registered in petitioner Chua's name (subject properties).[6] Since the value of the collateral was more than the loan, petitioners were given an open credit line for future loans. On 18 September 1995, 17 January 1996, 31 July 1996, 21 January 1997, and 12 October 1998, petitioners obtained other loans from respondent Metrobank, and the real estate mortgages were repeatedly amended in accordance with the increase in petitioners' liabilities.[7]

Having failed to fully pay their obligations, petitioners entered into a Debt Settlement Agreement[8] with respondent Metrobank on 13 January 2000, whereby the loan obligations of the former were restructured. The debt consisted of a total principal amount of P79,650,000.00, plus unpaid interest of P7,898,309.02, and penalty charges of P552,784.96. Amortization payments were to be made in accordance with the schedule attached to the agreement.

In a letter[9] dated 28 February 2001, the lawyers of respondent Metrobank demanded that petitioners fully pay and settle their liabilities, including interest and penalties, in the total amount of P103,450,391 as of 16 January 2001, as well as the stipulated attorney's fees, within three days from receipt of said letter.

When petitioners still failed to pay their loans, respondent Metrobank sought to extra-judicially foreclose the REM constituted on the subject properties. Upon a verified Petition for Foreclosure filed by respondent Metrobank on 25 April 2001, respondent Atty. Romualdo Celestra (Atty. Celestra) issued a Notice of Sale dated

26 April 2001, wherein the mortgage debt was set at P88,101,093.98, excluding unpaid interest and penalties (to be computed from 14 September 1999), attorney's fees, legal fees, and other expenses for the foreclosure and sale. The auction sale was scheduled on 31 May 2001.[10] On 4 May 2001, petitioners received a copy of the Notice of Sale.[11]

On 28 May 2001, petitioner Chua, in his personal capacity and acting on behalf of petitioner Filiden, filed before Branch 257 of the Regional Trial Court of Parañaque (RTC-Branch 257), a Complaint for Injunction with Prayer for Issuance of Temporary Restraining Order (TRO), Preliminary Injunction and Damages,[12] against respondents Atty. Celestra, docketed as Civil Case No. CV-01-0207. Upon the motion of petitioners, RTC-Branch 257 issued a TRO enjoining respondents Metrobank and Atty. Celestra from conducting the auction sale of the mortgaged properties on 31 May 2001.[13]

After the expiration of the TRO on 18 June 2001, and no injunction having been issued by RTC-Branch 257, respondent Atty. Celestra reset the auction sale on 8 November 2001. On 8 November 2001, the rescheduled date of the auction sale, RTC-Branch 257 issued an Order directing that the said sale be reset anew after 8 November 2001. The Order was served on 8 November 2001, on respondent Atty. Celestra's daughter, Arlene Celestra, at a coffee shop owned by the former's other daughter, Grace Celestra Aguirre. The auction sale, however, proceeded on 8 November 2001, and a Certificate of Sale was accordingly issued to respondent Metrobank as the highest bidder of the foreclosed properties. [14]

On 13 February 2002, petitioners filed with RTC-Branch 257 a Motion to Admit Amended Complaint[15] in Civil Case No. CV-01-0207. The Amended Verified Complaint,[16] attached to the said Motion, impleaded as additional defendant the incumbent Register of Deeds of Parañaque City. Petitioners alleged that the Certificate of Sale was a falsified document since there was no actual sale that took place on 8 November 2001. And, even if an auction sale was conducted, the Certificate of Sale would still be void because the auction sale was done in disobedience to a lawful order of RTC-Branch 257. Relevant portions of the Amended Complaint of petitioners read:

12-E. There was actually no auction sale conducted by [herein respondent] Atty. Celestra on November 8, 2001 and the CERTIFICATE OF SALE (Annex "K-2") is therefore a FALSIFIED DOCUMENT and for which the appropriate criminal complaint for falsification of official/public document will be filed against the said [respondent] Celestra and the responsible officers of [herein respondent] Metrobank, in due time;

12-F. But even granting that an auction sale was actually conducted and that the said Certificate of Sale is not a falsified document, the same document is a nullity simply because the auction sale was done in disobedience to a lawful order of this Court and that therefore the auction sale proceeding is null and void ab initio.[17]

Petitioners additionally prayed in their Amended Complaint for the award of damages given the abuse of power of respondent Metrobank in the preparation, execution, and implementation of the Debt Settlement Agreement with petitioners; the bad faith of respondent Metrobank in offering the subject properties at a price much lower than its assessed fair market value; and the gross violation by respondents Metrobank and Atty. Celestra of the injunction.

Petitioners also sought, in their Amended Complaint, the issuance of a TRO or a writ of preliminary injunction to enjoin respondent Atty. Celestra and all other persons from proceeding with the foreclosure sale, on the premise that no auction sale was actually held on 8 November 2001.

In an Order dated 6 March 2002, RTC-Branch 257 denied petitioners' application for injunction on the ground that the sale of the foreclosed properties rendered the same moot and academic. The auction sale, which was conducted by respondents Metrobank and Atty. Celestra, after the expiration of the TRO, and without knowledge of the Order dated 8 November 2001 of RTC-Branch 257, was considered as proper and valid.[18]

Petitioners filed a Motion for Reconsideration of the 6 March 2002 Order of RTC-Branch 257. When RTC-Branch 257 failed to take any action on said Motion, petitioners filed with the Court of Appeals a Petition for Certiorari, docketed as CA-G.R. No. 70208. In a Decision dated 26 July 2002, the Court of Appeals reversed the 6 March 2002 Order of RTC-Branch 257 and remanded the case for further proceedings. The Supreme Court dismissed the appeal of respondents with finality. Thus, on 27 September 2005, RTC-Branch 257 set the hearing for the presentation of evidence by respondent Metrobank for the application for preliminary injunction on 9 November 2005.[19]

On 2 November 2005, petitioners sought the inhibition of Acting Executive Judge Rolando How of RTC-Branch 257, who presided over Civil Case No. CV-01-0207. Their motion was granted and the case was re-raffled to RTC-Branch 258.[20]

On 28 October 2005, petitioners filed with Branch 195 of the Regional Trial Court of Parañaque (RTC-Branch 195) a Verified Complaint for Damages against respondents Metrobank, Atty. Celestra, and three Metrobank lawyers, namely, Atty. Antonio Viray, Atty. Ramon Miranda and Atty. Pompeyo Maynigo. The Complaint was docketed as Civil Case No. CV-05-0402. Petitioners sought in their Complaint the award of actual, moral, and exemplary damages against the respondents for making it appear that an auction sale of the subject properties took place, as a result of which, the prospective buyers of the said properties lost their interest and petitioner Chua was prevented from realizing a profit of P70,000,000.00 from the intended sale.[21]

Petitioners filed with RTC-Branch 195 a Motion to Consolidate[22] dated 27 December 2005, seeking the consolidation of Civil Case No. CV-05-0402, the action for damages pending before said court, with Civil Case No. CV-01-0207, the injunction case that was being heard before RTC-Branch 258, based on the following grounds:

2. The above-captioned case is a complaint for damages as a result of the [herein respondents'] conspiracy to make it appear as if there was an auction sale conducted on November 8, 2001 when in fact there was none. The properties subject of the said auction sale are the same properties subject of Civil Case No. 01-0207.
3. Since the subject matter of both cases are the same properties and the parties of both cases are almost the same, and both cases have the same central issue of whether there was an auction sale, then necessarily, both cases should be consolidated.

On 3 January 2006, respondents filed with RTC-Branch 195 an Opposition to Motion to Consolidate with Prayer for Sanctions, praying for the dismissal of the Complaint for Damages in Civil Case No. CV-05-0402, on the ground of forum shopping.[23]

In an Order dated 23 January 2006, RTC-Branch 195 granted the Motion to Consolidate, and ordered that Civil Case No. CV-05-0402 be transferred to RTC-Branch 258, which was hearing Civil Case No. 01-0207.[24]

After the two cases were consolidated, respondents filed two motions before RTC-Branch 258: (1) Motion for Reconsideration of the Order dated 23 January 2006 of RTC-Branch 195, which granted the Motion to Consolidate of petitioners; and (2) Manifestation and Motion raising the ground of forum shopping, among the affirmative defenses of respondents.[25] RTC-Branch 258 issued an Order on 3 July 2006, granting the first Motion of respondents, thus, dismissing Civil Case No. CV-05-0402 on the ground of forum shopping,[26] and consequently, rendering the second Motion of respondents moot. RTC-Branch 258 declared that the facts or claims submitted by petitioners, the rights asserted, and the principal parties in the two cases were the same. RTC-Branch 258 held in its 3 July 2006 Order[27] that:

It is, therefore, the honest belief of the Court that since there is identity of parties and the rights asserted, the allegations of the defendant are found meritorious and with legal basis, hence, the motion is GRANTED and

this case is DISMISSED due to forum shopping.

As regards the second motion, the same has already been mooted by the dismissal of this case.

WHEREFORE, premises considered, the Motion for Reconsideration filed by the defendants whereby this case is DISMISSED due to forum shopping and the Manifestation and Motion likewise filed by the defendants has already been MOOTED by the said dismissal.

From the foregoing Order of RTC-Branch 258, petitioners filed a Petition for Review on Certiorari with the Court of Appeals, docketed as CA-G.R. CV No. 88087.

In a Decision dated 31 January 2008, the Court of Appeals affirmed the 3 July 2006 Order of RTC-Branch 258. The appellate court observed that although the defendants in the two cases were not identical, they represented a community of interest. It also declared that the cause of action of the two cases, upon which the recovery of damages was based, was the same, i.e., the feigned auction sale, such that the nullification of the foreclosure of the subject properties, which petitioners sought in Civil Case No. CV-01-0207, would render proper the award for damages, claimed by petitioners in Civil Case No. CV-05-0402. Thus, judgment in either case would result in res judicata. The Court of Appeals additionally noted that petitioners admitted in their Motion for Consolidation that Civil Case No. CV-01-0207 and Civil Case No. CV-05-0402 involved the same parties, central issue, and subject properties.[28] In its Decision,[29] the appellate court decreed:

All told, the dismissal by the RTC-Br. 258 of the "second" case, Civil Case No. CV-05-0402, on the ground of forum shopping should be upheld as it is supported by law and jurisprudence.

WHEREFORE, the assailed order is AFFIRMED. Costs against the [herein petitioners].

Petitioners filed a Motion for Reconsideration of the afore-mentioned Decision, which the Court of Appeals denied in a Resolution dated 28 March 2008.[30]

Hence, the present Petition, in which the following issues are raised[31]:

I

WHETHER OR NOT THE "FIRST" AND THE "SECOND" CASES HAVE THE SAME ULTIMATE OBJECTIVE, I.E., TO HAVE THE AUCTION SALE BE DECLARED AS NULL AND VOID.

II

WHETHER OR NOT THE OUTCOME OF THE "FIRST" CASE WOULD AFFECT THE "SECOND" CASE.

The only issue that needs to be determined in this case is whether or not successively filing Civil Case No. CV-01-0207 and Civil Case No. CV-05-0402 amounts to forum shopping.

The Court answers in the affirmative.

The proscription against forum shopping is found in Section 5, Rule 7 of the 1997 Rules of Court, which provides that:

SEC. 5. Certification against forum shopping.--The plaintiff or principal party shall certify under oath in the complaint or other initiatory pleading asserting a claim for relief, or in a sworn certification annexed thereto and simultaneously filed therewith: (a) that he has not theretofore commenced any action or filed any claim involving the same issues in any court, tribunal or quasi-judicial agency and, to the best of his knowledge, no such other action or claim is pending therein; (b) if there is such other pending action or claim, a complete statement of the present status thereof; and (c) if he should thereafter learn that the same or similar action or

claim has been filed or is pending, he shall report that fact within five (5) days therefrom to the court wherein his aforesaid complaint or initiatory pleading has been filed.

Failure to comply with the foregoing requirements shall not be curable by mere amendment of the complaint or other initiatory pleading but shall be cause for the dismissal of the case without prejudice, unless otherwise provided, upon motion and after hearing. The submission of a false certification or non-compliance with any of the undertakings therein shall constitute indirect contempt of court, without prejudice to the corresponding administrative and criminal actions. If the acts of the party or his counsel clearly constitutes willful and deliberate forum shopping, the same shall be ground for summary dismissal with prejudice and shall constitute direct contempt, as well as a cause for administrative sanctions.

Forum shopping exists when a party repeatedly avails himself of several judicial remedies in different courts, simultaneously or successively, all substantially founded on the same transactions and the same essential facts and circumstances, and all raising substantially the same issues either pending in or already resolved adversely by some other court.[32]

Ultimately, what is truly important in determining whether forum shopping exists or not is the vexation caused the courts and party-litigant by a party who asks different courts to rule on the same or related causes and/or to grant the same or substantially the same reliefs, in the process creating the possibility of conflicting decisions being rendered by the different fora upon the same issue.[33]

Forum shopping can be committed in three ways: (1) filing multiple cases based on the same cause of action and with the same prayer, the previous case not having been resolved yet (where the ground for dismissal is *litis pendentia*); (2) filing multiple cases based on the same cause of action and the same prayer, the previous case having been finally resolved (where the ground for dismissal is *res judicata*); and (3) filing multiple cases based on the same cause of action, but with different prayers (splitting of causes of action, where the ground for dismissal is also either *litis pendentia* or *res judicata*).[34]

In the present case, there is no dispute that petitioners failed to state in the Certificate of Non-Forum Shopping, attached to their Verified Complaint in Civil Case No. CV-05-0402 before RTC-Branch 195, the existence of Civil Case No. CV-01-0207 pending before RTC-Branch 258. Nevertheless, petitioners insist that they are not guilty of forum shopping, since (1) the two cases do not have the same ultimate objective - Civil Case No. CV-01-0207 seeks the annulment of the 8 November 2001 public auction and certificate of sale issued therein, while Civil Case No. CV-05-0402 prays for the award of actual and compensatory damages for respondents' tortuous act of making it appear that an auction sale actually took place on 8 November 2001; and (2) the judgment in Civil Case No. CV-01-0207, on the annulment of the foreclosure sale, would not affect the outcome of Civil Case No. CV-05-0402, on the entitlement of petitioners to damages. The Court, however, finds these arguments refuted by the allegations made by petitioners themselves in their Complaints in both cases.

Petitioners committed forum shopping by filing multiple cases based on the same cause of action, although with different prayers.

Sections 3 and 4, Rule 2 of the Rules of Court proscribe the splitting of a single cause of action:

Section 3. A party may not institute more than one suit for a single cause of action.

Section 4. Splitting a single cause of action; effect of.--If two or more suits are instituted on the basis of the same cause of action, the filing of one or a judgment upon the merits in any one is available as a ground for the dismissal of the others.

Forum shopping occurs although the actions seem to be different, when it can be seen that there is a splitting of a

cause of action. [35] A cause of action is understood to be the delict or wrongful act or omission committed by the defendant in violation of the primary rights of the plaintiff. It is true that a single act or omission can violate various rights at the same time, as when the act constitutes juridically a violation of several separate and distinct legal obligations. However, where there is only one delict or wrong, there is but a single cause of action regardless of the number of rights that may have been violated belonging to one person.[36]

Petitioners would like to make it appear that Civil Case No. CV-01-0207 was solely concerned with the nullification of the auction sale and certification of sale, while Civil Case No. CV-05-0402 was a totally separate claim for damages. Yet, a review of the records reveals that petitioners also included an explicit claim for damages in their Amended Complaint[37] in Civil Case No. CV-01-0207, to wit:

20-A. The abovementioned acts of [herein respondents] Metrobank and Atty. Celestra are in gross violation of the injunction made under Article 19 of the Civil Code, thereby entitling the [herein petitioners] to recover damages from the said [respondents] in such amount as may be awarded by the Court. (Emphasis ours.)

The "abovementioned acts" on which petitioners anchored their claim to recover damages were described in the immediately preceding paragraph in the same Amended Complaint, as follows [38]:

20. To reiterate, the [herein respondent] is fully aware that the assessed fair market value of the real properties they seek to foreclose and sell at public auction yet they have knowingly offered the said properties for sale at the amount of EIGHTY EIGHT MILLION ONE HUNDRED ONE THOUSAND NINETY THREE PESOS AND 98/100 (PhP88,101,093.98), obviously because they know that the [petitioners] or any other third person would not be able to seasonably raise the said amount and that said [respondent] Bank would be the winner by default at the said sale at public auction.

Petitioners averred in their Amended Complaint in Civil Case No. CV-01-0207 that the assessed fair market value of the subject properties was P176,117,000.00.[39]

The Court observes that the damages being claimed by petitioners in their Complaint in Civil Case No. CV-05-0402 were also occasioned by the supposedly fictitious 8 November 2001 foreclosure sale, thus [40]:

- The acts of [herein respondents] in making it appear that there was an auction sale conducted on 8 November 2001 and the subsequent execution of the fictitious Certificate of Sale is TORTIOUS, which entitles the [herein petitioners] to file this instant action under the principles of Human Relations, more particularly Articles 19, 20 and 21 of the Civil Code which provide that:

x x x x

- As a result of the aforesaid acts of the [respondents], [petitioner's] buyers of the mortgaged properties had lost their interest anymore (sic) in buying the said mortgaged properties for not less than P175,000,000.00 as per appraisal report of the Philippine Appraisal Co., Inc., a copy of which is hereto attached as Annex "R" and made an integral part hereof;

- The aborted sale of the [petitioner's] mortgaged properties for the said amount of not less than P175,000,000.00 could have paid off [petitioners'] loan obligation with [respondent] Metrobank for the principal amount of P79,650,000.00 or even the contested restructured amount of P103,450,391.84 (as stated in the petition for foreclosure), which would have thus enabled the plaintiff to realize a net amount of not less than SEVENTY MILLION PESOS, more or less;

- By reason of the aforesaid acts of [respondents], [petitioners] suffered and will continue to suffer actual or compensatory, moral and exemplary or corrective damages, the nature, extent and amount of compensation of which will (sic) proven during the trial but not less than SEVENTY MILLION PESOS.

There is no question that the claims of petitioners for damages in Civil Case No. CV-01-0207 and Civil Case No. CV-05-0402 are premised on the same cause of action, i.e., the purportedly wrongful conduct of respondents in connection with the foreclosure sale of the subject properties.

At first glance, said claims for damages may appear different. In Civil Case No. CV-01-0207, the damages purportedly arose from the bad faith of respondents in offering the subject properties at the auction sale at a price much lower than the assessed fair market value of the said properties, said to be P176,117,000.00. On the other hand, the damages in Civil Case No. CV-05-0402, allegedly resulted from the backing out of prospective buyers, who had initially offered to buy the subject properties for "not less than P175,000,000.00," because respondents made it appear that the said properties were already sold at the auction sale. Yet, it is worthy to note that petitioners quoted closely similar values for the subject properties in both cases, against which they measured the damages they supposedly suffered. Evidently, this is due to the fact that petitioners actually based the said values on the single appraisal report of the Philippine Appraisal Company on the subject properties. Even though petitioners did not specify in their Amended Complaint in Civil Case No. CV-01-0207 the exact amount of damages they were seeking to recover, leaving the same to the determination of the trial court, and petitioners expressly prayed that they be awarded damages of not less than P70,000,000.00 in their Complaint in Civil Case No. CV-05-0402, petitioners cannot deny that all their claims for damages arose from what they averred was a fictitious public auction sale of the subject properties.

Petitioners' contention that the outcome of Civil Case No. CV-01-0207 will not determine that of Civil Case No. CV-05-0402 does not justify the filing of separate cases. Even if it were assumed that the two cases contain two separate remedies that are both available to petitioners, these two remedies that arose from one wrongful act cannot be pursued in two different cases. The rule against splitting a cause of action is intended to prevent repeated litigation between the same parties in regard to the same subject of controversy, to protect the defendant from unnecessary vexation; and to avoid the costs and expenses incident to numerous suits. It comes from the old maxim *nemo debet bis vexari, pro una et eadem causa* (no man shall be twice vexed for one and the same cause).[41]

Moreover, petitioners admitted in their Motion to Consolidate[42] dated 27 December 2005 before RTC-Branch 195 that both cases shared the same parties, the same central issue, and the same subject property, viz:

2. The above-captioned case is a complaint for damages as a result of the [herein respondents'] conspiracy to make it appear as if there was an auction sale conducted on November 8, 2001 when in fact there was none. The properties subject of the said auction sale are the same properties subject of Civil Case No. 01-0207.

3. Since the subject matter of both cases are the same properties and the parties of both cases are almost the same, and both cases have the same central issue of whether there was an auction sale, then necessarily, both cases should be consolidated.

If the forum shopping is not considered willful and deliberate, the subsequent case shall be dismissed without prejudice, on the ground of either *litis pendentia* or *res judicata*. However, if the forum shopping is willful and deliberate, both (or all, if there are more than two) actions shall be dismissed with prejudice..[43] In this case, petitioners did not deliberately file Civil Case No. CV-05-0402 for the purpose of seeking a favorable decision in another forum. Otherwise, they would not have moved for the consolidation of both cases. Thus, only Civil Case No. CV-05-0402 is dismissed and the hearing of Civil Case No. CV-01-0207 before RTC-Branch 258 will be continued.

IN VIEW OF THE FOREGOING, the instant Petition is DENIED. The Decision dated 31 January 2008 and Resolution dated 28 March 2008 of the Court of Appeals in CA-G.R. CV No. 88087, affirming the Order dated 3

July 2006 of Branch 258 of the Regional Trial Court of Parañaque City, dismissing Civil Case No. CV-05-0402, is AFFIRMED, without prejudice to the proceedings in Civil Case No. CV-01-0207. Costs against petitioners.

SO ORDERED.

Corona,* Carpio Morales,** Velasco, Jr., and Nachura, JJ., concur.
Chico-Nazario,***J., (Acting Chairperson)

[*] Associate Justice Renato C. Corona was designated to sit as additional member replacing Associate Justice Diosdado M. Peralta per Raffle dated 13 May 2009.

[**] Per Special Order No. 679 dated 3 August 2009, signed by Chief Justice Reynato S. Puno, designating Associate Justice Conchita Carpio Morales to replace Associate Justice Consuelo Ynares-Santiago, who is on official leave.

[***] Per Special Order No. 681 dated 3 August 2009, signed by Chief Justice Reynato S. Puno, designating Associate Justice Minita V. Chico-Nazario as Acting Chairperson to replace Associate Justice Consuelo Ynares-Santiago, who is on official leave.

[1] Penned by Associate Justice Normandie Pizarro with Associate Justices Edgardo P. Cruz and Fernanda Lampas Peralta, concurring. Rollo, pp. 39-52.

[2] Id. at 10-11.

[3] Penned by Judge Raul E. de Leon ; CA rollo, pp. 35-36.

[4] Rollo, p. 429.

[5] Id. at 430.

[6] Id. at 40.

[7] Id. at 55.

[8] Id. at 112-116.

[9] Id. at 333-334.

[10] Id. at 70-74 and 117-118.

[11] Id. at 55

[12] Id. at 429-438.

[13] Id. at 41.

[14] Id. at 162 and 169-172.

[15] Id. at 86-87.

[16] Id. at 88-102.

[17] Id. at 94

[18] Id. at 133-136.

[19] Id. at 42.

[20] Id.

[21] Id. at 53-69.

[22] Id. at 455-456.

[23] Records, pp. 508-512.

[24] Rollo, p. 339.

[25] Records, pp. 779-781 and 807-811.

[26] Rollo, pp. 340-341.

[27] Id. at 341.

[28] Id. at 45-51.

[29] Id. at 51.

[30] Id at 10-11.

[31] Id. at 382.

[32] Feliciano v. Villasin, G.R. No. 174929, 27 June 2008, 556 SCRA 348, 370; Cruz v. Caraos, G.R. No. 138208, 23 April 2007, 521 SCRA 510, 521; SK Realty, Inc. v. Uy, G.R. No. 144282, 8 June 2004, 431 SCRA 239, 246.

[33] Feliciano v. Villasin, id. at 372; Llamzon v. Logronio, G.R. No. 167745, 26 June 2007, 525 SCRA 691, 706.

[34] Collantes v. Court of Appeals, G.R. No. 169604, 6 March 2007, 517 SCRA 561, 569; Ao-As v. Court of Appeals, G.R. No. 128464, 20 June 2006, 491 SCRA 339, 354.

[35] Cuenca v. Atas, G.R. No. 146214, 5 October 2007, 535 SCRA 48, 86.

[36] Joseph v. Bautista, G.R. No. 41423, 23 February 1989, 170 SCRA 540, 544.

[37] Rollo, pp. 97- 98.

[38] Id. at 97.

[39] Id. at 94.

[40] Id. at 64-66.

[41] Bachrach Motor Co., Inc. v. Icarangal, 68 Phil 287, 293 (1939).

[42] Rollo, pp. 455-456.

[43] Collantes v. Court of Appeals, supra note 34 at 569; Ao-As v. Court of Appeals, supra note 34 at 355-356.

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