

**SPS. ROGELIO MARCELO & MILAGROS MARCELO,
PETITIONERS, VS. PHILIPPINE COMMERCIAL INTERNATIONAL
BANK (PCIB), RESPONDENT.**

G.R. No. 182735. December 04, 2009

Ponente: CHICO-NAZARIO, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-182735/>

CHICO-NAZARIO, J.:

Debts are nowadays like children begot with pleasure, but brought forth in pain.

Moliere

Before this Court is a Petition for Review on Certiorari, under Rule 45 of the Rules of Court, filed by spouses Rogelio Marcelo and Milagros Marcelo (spouses Marcelo) assailing the Decision[1] dated 31 January 2007 and the Resolution[2] dated 29 August 2007 of the Court of Appeals in CA-G.R. CV No. 82424, upholding the validity of the extra-judicial foreclosure proceedings initiated by Philippine Commercial International Bank (PCIB) and the subsequent public auction sale conducted against their properties.

The antecedent facts of the case are as follows:

The spouses Marcelo obtained from PCIB several loans in staggered amounts within the period 1996-1997. In turn, they executed promissory notes in favor of PCIB summarized as follows[3]:

Promissory Note Number

Principal Amount

Date of Instrument

Maturity Date

97-115[4] P500, 000.00 2 June 1997 1 December 1997

97-116[5] P500, 000.00 4 June 1997 1 December 1997

97-117[6] P200, 000.00 9 June 1997 8 December 1997

97-124[7] P990, 000.00 16 June 1997 15 December 1997

97-138[8] P500, 000.00 14 July 1997 12 January 1998

97-175[9] P800, 000.00 20 August 1997 16 February 1998

162/96[10] P1,700, 000.00 27 November 1996 26 May 1997

Each Promissory Note had a corresponding Disclosure Statement in compliance with Republic Act No. 3765 signed by spouses Marcelo acknowledging and conforming to the terms and conditions attached to their credit

transactions.

On 3 June 1997, to secure the payment of their loans, including any extension or renewal of the credit and all other obligations, whether contracted before, during or after the constitution of a Real Estate Mortgage (REM), amounting to P3,990,000.00 representing their entire principal obligations under PN No. 162/96, No. 97-124, No. 97-138 and No. 97-175, the spouses Marcelo executed an REM[11] over six parcels of land all situated in Baliuag, Bulacan with an aggregate area of 2,780 square meters and registered in their names under Transfer Certificates of Title (TCTs) No. T-91170,[12] No. T-93936,[13] No. T-91169,[14] No. T-93935,[15] No. T-2524[16] and No. T-16803.[17]

The REM assured PCIB of the following remedy:

In the event the Mortgagor/Borrower defaults in the obligations hereby secured, breaches or fails to comply with any of the terms and conditions stipulated in this mortgage or in the separate instruments evidencing the obligations hereby secured, or institutes suspension of payments or insolvency proceedings or to be involuntarily declared insolvent, or if this mortgage cannot be recorded in the Registry of Deeds (hereinafter referred to as "events of default"), the Mortgagee may foreclose this mortgage extra-judicially in accordance with Act No. 3135, as amended, or judicially in accordance with the Rules of Court. Should the Mortgagee be compelled to foreclose this mortgage or to take any other legal action to protect its interest, the Mortgagor/Borrower shall pay attorney's fees which are hereby fixed at 15% of the total obligation that is unpaid exclusive of all costs and fees allowed by law.[18]

The spouses Marcelo defaulted on the payment of their outstanding loans, prompting PCIB to make repeated demands for its payment as evidenced by PCIB's final demand letter[19] dated 19 June 1998 on the outstanding obligation of the spouses amounting to P6,836,931.05 as of 30 May 1998. The unpaid obligation mounted up to P7,628,501.98 as of 30 April 2003.[20]

On 3 August 1998, PCIB file a Petition for Extra-judicial Foreclosure over the mortgaged properties before the Regional Trial Court (RTC) of Malolos, Bulacan.[21]

A Notice of Sheriff's Sale[22] dated 7 August 1998 was issued by the Provincial Sheriff of Bulacan thru Sheriff IV Junie Jovencio E. Ipac (Sheriff Ipac). The said Notice was posted on the Meralco posts within the vicinities of Baliuag Roman Catholic Church, Baliuag Public Market and the chapel of Sabang, Baliuag, Bulacan as evidenced by the Affidavit of Posting[23] executed by Sheriff Ipac dated 7 August 1998.[24]

The Notice was also sent by registered mail to PCIB and spouses Marcelo,[25] but the latter denied receiving the same.[26]

The Notice of the Sheriff's Sale was, likewise, published in The Times Newsweekly, a newspaper of general circulation as evidenced by the Affidavit of Publication[27] dated 5 September 1998 and copies of publications dated 22 August 1998,[28] 29 August 1998[29] and 5 September 1998.[30]

On 15 September 1998, the Office of the Provincial Sheriff of Bulacan conducted a public auction sale over the six parcels of land, and the same were sold to PCIB represented by Reynaldo Gatmaitan for P5,616,000.00.[31] The Certificate of Sale[32] issued to PCIB dated 28 October 2008 was then annotated on the TCTs of the subject lands on 10 November 1998.[33]

Shortly before the expiration of the redemption period, spouses Marcelo filed a Complaint[34] before RTC Bulacan on 26 October 1999, alleging (1) PCIB's violations of the terms and conditions of the REM contract and the Promissory Notes by demanding exorbitant interest rates and unnecessary bank charges without them being notified; and (2) irregularities in the foreclosure proceedings for failure to comply with the posting and

publication requirements as mandated by Act No. 3135. The spouses Marcelo prayed for the nullification of the foreclosure proceedings and the issuance of a Temporary Restraining Order (TRO) against PCIB to prevent the latter from taking possession of the foreclosed properties.

On 5 November 1999, the trial court issued an Order^[35] denying the spouses Marcelo's application for a TRO for want of merit and directed further proceedings on the case. The trial court maintained that the publication of the Notice of Sale in The Times Newsweekly necessarily connoted that said publication was duly accredited by the trial court, having been allowed by the Ex-Officio Sheriff.

Quoting *Olizon v. Court of Appeals*,^[36] the trial court declared that the lack of personal notice to the mortgagors is not a ground to set aside the foreclosure sale. Notices are given for the purpose of securing bidders and preventing a sacrifice of the property. If these objects are attained, immaterial errors and mistakes will not affect the sufficiency of the notice.

PCIB, in its Motion to Dismiss^[37] filed on 3 January 2000, contended that the Complaint filed was empty rhetoric designed to delay its right under Section 7^[38] of Act No. 3135, as amended by Act 4118, to take possession of the foreclosed property even during the redemption period of one year. It added that the matters are now *fait accompli*, for it had already foreclosed the properties and the one-year redemption period had already lapsed.

The spouses Marcelo opposed the above Motion by emphasizing the need for a full-blown trial as necessitated by the trial court in its Order dated 5 November 1999. They, likewise, reiterated the alleged irregularity in the foreclosure of their properties not offered as collaterals and the non-compliance with the posting, publication and raffle requirements, making the foreclosure proceedings invalid.^[39]

In its Reply^[40] filed on 21 January 2000, PCIB merely restated its averments in its Motion to Dismiss.

On 24 March 2000, the trial court issued an Order^[41] denying the Motion to Dismiss filed by the PCIB. It declared that there remained the imperative need of ascertaining the actual amount of the indebtedness outstanding and due for the court to determine whether the foreclosure proceedings were valid or not. It ordered the PCIB to submit its answer to the Complaint.

PCIB, in its Answer^[42] filed on 13 April 2000, put up a compulsory counterclaim for damages and attorney's fees in addition to its averments in its Motion to Dismiss and Reply.

In their Reply^[43] filed on 12 May 2000, the spouses Marcelo prayed that the status quo be maintained and the foreclosure sale be declared null and void for not complying with the jurisdictional requirement of posting, publication and raffle.

In its Decision^[44] dated 12 December 2003, the trial court, sustaining the legal presumption of regularity in the performance of Sheriff Ipac's official duty in the foreclosure proceedings, cited this Court in *Philippine National Bank v. International Corporate Bank*,^[45] reiterating that the law does not require that a personal notice of the auction sale be given to the mortgagor.

The RTC affirmed, as well, PCIB's allegation of laches against spouses Marcelo, stating, among other things, that the action was but a much-delayed afterthought following the spouses Marcelo's neglect to seek an accurate accounting of their loan obligation and their omission to redeem their properties within the period prescribed by law. Hence, it decreed:

WHEREFORE, premises considered, judgment is hereby rendered DISMISSING the above-entitled complaint for insufficiency of evidence to warrant the reliefs prayed for therein as well as the pecuniary counterclaim of

defendant Philippine Commercial International Bank.[46]

Acting on the spouses Marcelo's Motion for Reconsideration,[47] the trial court issued an Order[48] dated 10 March 2004 reversing itself and rendering the extra-judicial foreclosure proceedings null and void for being violative of Act No. 3135.

The trial court, in granting the Motion, submissively agreed with the spouses Marcelo's suppositions, thus:

All told, the Court agrees with the argument of [Sps. Marcelo] that the provision of law requiring the posting of the notices of sale of a property subject of extra-judicial foreclosure have not been faithfully complied with in the proceedings complained of in the case at bar. By such token, the aforesaid extra-judicial foreclosure proceedings must be nullified for having been violative of the law on the matter. If for that reason alone, the Court withdraws its application in the assailed decision of "the legal presumption that the public functionaries involved in the foreclosure proceedings, particularly the sheriff concerned, 'regularly performed' their official duties in that specific respect. [par. (m), Sec. 3, Rule 131 of the Revised Rules of Court].[49]

In pronouncing non-compliance with the publication requirement as necessitated by Act No. 3135, the trial court decreed that the publication of the Notice of Sheriff's Sale in The Times Newsweekly, being a tabloid with few stale news items, was insufficient to meet the publication requirement of the law, the same having commanded very minimal readership. Hence:

WHEREFORE, premises considered, the aforementioned Motion for Reconsideration submitted by [the spouses Marcelo] vis-à-vis the decision dated 12 December 2003 is hereby GRANTED. Accordingly, the aforesaid decision, particularly its dispositive portion, is hereby set aside and, in lieu thereof, another judgment is hereby rendered declaring null and void the extra-judicial foreclosure proceedings initiated by [respondent] Philippine Commercial International Bank against the properties mortgaged in its favor by spouses Rogelio Marcelo and Milagros Marcelo and all the incidents appurtenant thereto, including the public auction sale conducted, the certificate of sale issued pursuant thereto and the annotation thereof in [the spouses Marcelo] transfer certificates of title.[50]

Aggrieved, PCIB appealed the above Order to the Court of Appeals on 31 March 2004.[51]

The Court of Appeals, in its Decision[52] dated 31 January 2007, overturned the appealed Order. The appellate court held that the publication of the Notice of Sheriff's Sale at The Times Newsweekly, as recognized by the Executive Judge of the trial court, was in compliance with the publication requirement for the foreclosure sale.

The appellate court, defining public place as any location that the local state or national government maintains for the use of the public such as highway, park or public building, maintained that the posting of the said notices at the Meralco posts satisfies the mandates of Act. No. 3135 as to posting requirement, for what is material is the accessibility of the said posted notices to the general public. Finding refuge in case law, it added that supposed there was really a defect in posting, still the publication of the notice in a newspaper of general circulation in the city or municipality where the mortgaged property was situated cured the infirmity. Therefore, it ruled:

WHEREFORE, premises considered, the appealed Order dated March 10, 2004 is REVERSED and SET ASIDE. In lieu thereof, another is entered ordering the REINSTATEMENT of the trial court's December 12, 2003 Decision.[53]

The Court of Appeals, in its Resolution[54] dated 29 August 2007, denied the petitioners' Motion for Extension of Time to file Motion for Reconsideration of its 31 January 2007 Decision, on the ground that the time for filing the same was non-extendible; Petitioners' Motion for Reconsideration was denied for being filed 11 days late on 12 March 2007.

On 31 October 2007, the Court of Appeals resolved to deny the spouses Marcelo's Motion for Reconsideration filed on 19 September 2007 for being a second motion for reconsideration that was proscribed under Section 2, Rule 52 of the Rules of Court.[55]

Signed by Court of Appeals Executive Clerk of Court III, Vilma S. Ayala-Dasal on 10 April 2008, the appellate court made an Entry of Judgment of its 31 January 2007 Decision; said decision became final and executory on 26 September 2007, and was recorded in the Book of Entries of Judgment.

Hence, this petition[56] filed on 21 May 2008, wherein the spouses Marcelo point out the following errors:

- That the Court of Appeals gravely erred in ruling that the Motion for Extension of Time to file Motion for Reconsideration is non-extendible.
- That the Court of Appeals gravely erred in upholding the validity of the extra-judicial foreclosure sale despite of non-compliance with the posting and publication requirements as mandated by Act No. 3135.
- That the Court of Appeals gravely erred in upholding the validity of the foreclosure sale despite of PCIB's breach of contract by charging interests not agreed upon by the parties.

This petition has no merit.

Revisiting the records of this case would reveal that the case attained its finality as of 26 September 2007, and the same has already been recorded in the Book of Entries of Judgment. This Court, in a long line of cases, has maintained that once the judgment has become final and executory, it can no longer be disturbed, altered or modified.[57] Except for clerical errors or mistakes, all the issues between the parties are deemed resolved and laid to rest.[58]

In *Dapar v. Biascan*,[59] this Court reiterates that nothing is more settled in law than that once a judgment attains finality, it thereby becomes immutable and unalterable. It may no longer be modified in any respect, even if the modification is meant to correct what is perceived to be an erroneous conclusion of fact or law, and regardless of whether the modification is attempted to be made by the court rendering it or by the highest court of the land. Just as the losing party has the right to file an appeal within the prescribed period, the winning party has the correlative right to enjoy the finality of the resolution of his case.

The instant Petition offers no cogent reason that would sway this Court to make a radical departure from its hesitancy to reopen a case that has attained finality. The issues raised in the main by the petitioners are but the same issues that were already passed upon by the Court of Appeals in its Decision dated 31 January 2007. To reopen this case would mean a crass defiance of our basic procedural rules. Consequently, it will run contrary to the dictates of due process, as it would deprive PCIB from executing the rights vested upon it after the case has been adjudged with finality. The effective and efficient administration of justice requires that once a judgment has become final, the prevailing party should not be deprived of the fruits of the verdict by subsequent suits on the same issues filed by the same parties.[60]

Through the ages, courts have been duty-bound to put an end to controversies. Any attempt to prolong, resurrect or juggle them should be firmly struck down. The system of judicial review should not be misused and abused to evade the operation of final and executory judgments.[61]

Nevertheless, even if we probe into the merits of this case, still, the petition is unmeritorious.

In their first assigned error, the petitioners claimed that the Motion for Extension of Time to File Motion for Reconsideration is in accordance with law.

We disagree.

This Court provides in Section 1, Rule 37 of the Rules of Court that a motion for reconsideration of a judgment or a final order should be filed within the period for appeal, which is within 15 days after notice to the appellant of the judgment or final order appealed from. The 2002 Internal Rules of the Court of Appeals also states that unless an appeal or a motion for reconsideration or new trial is filed within the 15-day reglementary period, the Court of Appeals' decision becomes final.[62] Hence, the general rule is that no motion for extension of time to file a motion for reconsideration is allowed.

The rule as to the non-extension of time to file a motion for reconsideration is, however, not absolute. As early as 1986 in *Habaluyas Enterprises, Inc. v. Maximo M. Japson*,[63] this Court has pronounced:

After considering the able arguments of counsels for petitioners and respondents, the Court resolved that the interest of justice would be better served if the ruling in the original decision were applied prospectively from the time herein stated. The reason is that it would be unfair to deprive parties of their right to appeal simply because they availed themselves of a procedure which was not expressly prohibited or allowed by the law or the Rules. On the other hand, a motion for new trial or reconsideration is not a pre-requisite to an appeal, a petition for review or a petition for review on certiorari, and since the purpose of the amendments above referred to is to expedite the final disposition of cases, a strict but prospective application of the said ruling is in order. Hence, for the guidance of Bench and Bar, the Court restates and clarifies the rules on this point, as follows:

1.) Beginning one month after the promulgation of this Resolution, the rule shall be strictly enforced that no motion for extension of time to file a motion for new trial or reconsideration may be filed with the Metropolitan or Municipal Trial Courts, the Regional Trial Courts, and the Intermediate Appellate Court. Such a motion may be filed only in cases pending with the Supreme Court as the court of last resort, which may in its sound discretion either grant or deny the extension requested. (Emphasis ours.)

Accordingly, motions for extension of time to file a motion for new trial or reconsideration may be filed only in connection with cases pending before this Court, which may in its sound discretion either grant or deny the extension requested. No such motion may be filed before any lower courts.[64] In opting for the liberal application of the rules in the interest of equity and justice, we cannot look with favor on a course of action which would place the administration of justice in a straight jacket for then the result would be a poor kind of justice if there would be justice at all.[65]

We likewise disagree with the petitioners' allegation that the Court of Appeals gravely erred in upholding the validity of the extra-judicial foreclosure sale despite non-compliance with the posting and publication requirements as mandated by Act No. 3135.

The requirement on the posting of notices is found in Section 3 of Act No. 3135, as amended by Act No. 4118, viz:

Sec. 3. Notice shall be given by posting notices of the sale for not less than twenty days in at least three public places of the municipality or city where the property is situated, and if such property is worth more than four hundred pesos, such notice shall also be published once a week for at least three consecutive weeks in a newspaper of general circulation in the municipality or city.

The petitioners argue that the posting of the Notice of Sheriff's Sale on Meralco posts did not comply with Act No. 3135 requiring the posting of the same in at least three public places.

A public place is a place exposed to the public and where the public gathers together or passes to and fro.[66] As can be gleaned from Sheriff Ipac's Affidavit of Posting, the Notices were posted on the Meralco posts within the

vicinities of Baliuag Roman Catholic Church, Baliuag Public Market and near the chapel of Sabang, Baliuag, Bulacan. The aforementioned vicinities where the Meralco posts were erected are public places, to which the general public has a right to resort. The Meralco posts where the Notices were posted are but component structures of the public place itself. The law does not intend that notices to the public be posted on specific bulletin boards or information areas of a public place. What the law directs is for the notices to be placed in an area where the same is perceptible to the public.

As regards publication, Presidential Decree No. 1079, effective 24 May 1977 provides:

SECTION. 1. All notices of auction sales in extrajudicial foreclosure of real estate mortgage under Act No. 3135 as amended, judicial notices such as notices of sale on execution of real properties, notices in special proceedings, court orders and summonses and all similar announcements arising from court litigation required by law to be published in a newspaper or periodical of general circulation in particular provinces and/or cities shall be published in newspapers or publications published, edited and circulated in the same city and/or province where the requirement of general circulation applies: Provided, That the province or city where the publication's principal office is located shall be considered the place where it is edited and published: Provided, further, That in the event there is no newspaper or periodical published in the locality, the same may be published in the newspaper or periodical published, edited and circulated in the nearest city or province: Provided, finally, That no newspaper or periodical which has not been authorized by law to publish and which has not been regularly published for at least one year before the date of publication of the notices or announcements which may be assigned to it shall be qualified to publish the said notices.

SEC. 2. The executive judge of the court of first instance shall designate a regular working day and a definite time each week during which the said judicial notices or advertisements shall be distributed personally by him for publication to qualified newspapers or periodicals as defined in the preceding section, which distribution shall be done by raffle: Provided, That should the circumstances require that another day be set for the purpose, he shall notify in writing the editors and publishers concerned at least three (3) days in advance of the designated date: Provided, further, That the distribution of the said notices by raffle shall be dispensed with in case only one newspaper or periodical is in operation in a particular province or city.

The trial court's opinion, that The Times Newsweekly's minimal readership made it insufficient to meet the publication requirement is, to our minds, too narrow and limiting as to strip the newspaper of its privilege as one of the authorized publications for the notices of auction sale in Bulacan. As this Court held in many cases, to be a newspaper of general circulation, it is enough that it is published for the dissemination of local news and general information; that it has a bona fide subscription list of paying subscribers; and that it is published at regular intervals.[67] The newspaper need not have the largest circulation, so long as it is of general circulation.[68]

As evidenced by the Affidavit of Publication executed by The Times Newsweekly's publisher, Teddy F. Borres, the said newspaper is of general circulation in the Provinces of Bulacan, Pampanga, Bataan, Zambales, Nueva Ecija, Tarlac and other cities. The same is published every Saturday by The Daily Record, Inc.

As to the last assigned error, the spouses Marcelo claim nullity of the foreclosure sale due to the alleged increase of interest rates and charges without their consent.

Again, we find no merit in said allegation.

Every promissory note signed by the plaintiffs has its corresponding Disclosure Statement wherein the interests and charges are stated. The acknowledgment by the plaintiffs of the statement prior to the consummation of the credit transaction and their agreement with the terms and conditions thereof simply contradict their self-claimed innocence over the matter.

IN VIEW WHEREOF, the Petition is DENIED. The Decision dated 31 January 2007 and the Resolution dated 29

August 2007 of the Court of Appeals in CA-G.R. CV No. 82424, upholding the validity of the extra-judicial foreclosure proceedings initiated by Philippine Commercial International Bank (PCIB) and the subsequent public auction sale conducted, are hereby AFFIRMED. Costs against petitioners.

SO ORDERED.

Corona, (Chairperson), Velasco, Jr., Nachura, and Peralta, JJ., concur.

[1] Penned by Associate Rebecca de Guia-Salvador with Associate Justices Magdangal M. de Leon and Ricardo R. Rosario concurring. Rollo, pp. 120-135.

[2] Id. at 136.

[3] Records, pp. 525-549.

[4] Exhibit "4"; id. at 466.

[5] Exhibit "5"; id. at 468.

[6] Id. at 148.

[7] Exhibit "6"; id. at 470.

[8] Exhibit "7"; id. at 472.

[9] Exhibit "8"; id. at 474.

[10] Exhibit "9"; id. at 476.

[11] Id. at 462-465.

[12] Id. at 23.

[13] Id. at 24.

[14] Id. at 25.

[15] Id. at 26.

[16] Id. at 27.

[17] Id. at 29.

[18] Records, p. 463.

[19] Exhibit "9"; pp. 78-479.

[20] Exhibit "10". Id. at 478-479.

[21] Id. at 531.

[22] Id. at 480.

[23] Id. at 51.

[24] TSN , 24 June 2002, pp. 17-19.

[25] Id. at 11.

[26] Rollo, p. 122.

[27] Records, pp. 459-461.

[28] Exhibit "15", Id. at 487.

[29] Exhibit "16", Id. at 488.

[30] Exhibit "17", Id. at 489.

[31] Rollo, p. 122.

[32] Records, p. 34.

[33] Exhibit "E". Id. at 43-44.

[34] Id. at 2-9.

[35] Id. at 68-72.

[36] G.R. No. 107075, 1 September 1994, 236 SCRA 148.

[37] Records, pp. 94-110.

[38] SECTION 7. In any sale made under the provisions of this Act, the purchaser may petition the Court of First Instance of the Province or place where the property or any part thereof is situated, to give him possession thereof during the redemption period, furnishing bond in an amount equivalent to the use of the property for a period of twelve months, to indemnify the debtor in case it be shown that the sale was made without violating the mortgage or without complying with the requirements of this Act. Such petition shall be made under oath and filed in form of an ex parte motion in the registration or cadastral proceedings if the property is registered, or in special proceedings in the case of property registered under the Mortgage Law or under section one hundred ninety-four of the Administrative Code, or of any other real property encumbered with a mortgage duly registered in the office of any register of deeds in accordance with any existing law, and in each case the clerk of the court shall, upon the filing of such petition, collect the fees specified in paragraph eleven of section one hundred and fourteen of Act Numbered Four Hundred and ninety-six, as amended by Act No. Twenty-eight hundred and sixty-six and the court shall, upon approval of the bond, order that a writ of possession issue, addressed to the sheriff of the province in which the property is situated who shall execute said order immediately.

[39] Comment and Opposition, 7 January 2000. Records, pp. 157-163.

[40] Id. at 167-175.

[41] Id. at 185-186.

[42] Id. at 189-206.

[43] Id. at 215-219.

[44] Penned by Judge D. Roy A. Masado, Jr.; id. at 551-557.

[45] G.R. 86679, 23 July 1991, 199 SCRA 508.

[46] Records, p. 557.

[47] Id. at 558-564.

[48] Id. at 577-581.

[49] Rollo, pp. 34-35.

[50] Id. at 35.

[51] Id. at 582.

[52] CA rollo, pp. 122-137.

[53] Rollo, p. 81.

[54] CA rollo, p. 152.

[55] Id. at 160.

[56] Rollo, pp. 3-14.

[57] See *Industrial Timber Corporation v. Ababon*, G.R. No. 164518, 25 January 2006, 480 SCRA 171, 180.

[58] See *Ram's Studio and Photographic Equipment, Inc. v. Court of Appeals*, 400 Phil. 542, 550 (2000).

[59] 482 Phil. 385 (2004).

[60] *Buaya v. Stronghold Insurance Co., Inc.*, 396 Phil. 738, 747-748 (2000).

[61] Id.

[62] Rule VII of the 2002 Internal Rules of the Court of Appeals

(Entry of Judgment and Remand of Cases)

Section 1. Entry of Judgment. - Unless a motion for reconsideration or new trial is filed or an appeal taken to the Supreme Court, judgments and final resolutions of the Court shall be entered upon expiration of fifteen (15) days from notice to the parties.

x x x x

Sec. 5. Entry of Judgment and Final Resolution. -- If no appeal or motion for new trial or reconsideration is filed within the time provided in these Rules, the judgment or final resolution shall forthwith be entered by the clerk in the book of entries of judgments. The date when the judgment or final resolution becomes executory shall be deemed as the date of its entry. The record shall contain the dispositive part of the judgment or final resolution and shall be signed by the clerk, with a certificate that such judgment or final resolution has become final and executory.

[63] 226 Phil. 144, 147-148 (1986).

[64] *Fernandez v. Court of Appeals*, G.R. No. 131094, 16 May 2005, 458 SCRA 454, 467-468.

[65] See *Alberto Imperial v. Court of Appeals*, G.R. No. 158093, June 5, 2009; *Barnes v. Padilla*, G.R.

No. 160753, 28 June 2005, 461 SCRA 533, 539.

[66] *Black's Law Dictionary* (Centennial Edition, 1891-1991), pp. 1230-1231.

[67] *Basa v. Mercado*, 61 Phil. 632, 635 (1935).

[68] See *Perez v. Perez*, 494 Phil. 68, 77 (2005).

ABOUT BATAS.ORG

Study smarter at BATAS.org

The Philippine bar review and law-school companion built around how your brain actually remembers.

The complete Philippine law library - free for everyone.

More than 100,000 Supreme Court decisions, Republic Acts, and executive issuances - full-text searchable, browsable by category and year, and always free. No paywall, no login. This PDF came from it.

Audio case-brief lectures.

Any decision becomes a podcast-style lecture - facts, issues, ruling, and doctrine - with read-along highlighting and a hands-free presentation mode. Study while commuting, working out, or resting your eyes.

Bar review built on the science of memory.

Complete, sequenced courses for all eight bar subjects, narrated like podcasts and reinforced with retrieval practice and spaced review - the study techniques with the strongest evidence behind them.

The full law-school curriculum.

One subscription unlocks the entire J.D. curriculum - every subject, every lesson, with your progress tracked down to the paragraph so you can pick up exactly where you left off, on any device.

Mock exams that tell you where you stand.

Timed multiple-choice exams graded instantly, with per-subject score breakdowns and focus suggestions that point you at your weakest topics first.

A study planner that keeps you on pace.

Set your schedule and BATAS tells you every day whether you are on track for bar day - and exactly which lesson to take next.

Start free at <https://batas.org>

The law library is free forever - and your first lesson is one click away.

The text of this document is an official public record and remains in the public domain. Formatting, presentation, and compilation © 2026 batas.org.

Downloaded free from the batas.org Law Library. Share it freely - the library is free for every law student, bar reviewee, and practitioner.