

PCI LEASING & FINANCE, INC., PETITIONER, V. SPOUSES JAMES D. GUTIERREZ AND CATHERINE R. GUTIERREZ, RESPONDENTS.*G.R. No. 182842. September 04, 2019*

Ponente: REYES, J. JR., J.

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Assailed in these consolidated Petitions for Review on Certiorari filed under Rule 45 of the Rules of Court are the October 30, 2007 Decision[1] and the May 7, 2008 Resolution[2] of the Court of Appeals (CA), Second Division in CA-G.R. SP No. 96847, and the June 8, 2011 Decision[3] and the November 10, 2011 Resolution[4] of the CA, Seventh Division in CA-G.R. SP No. 93391.

The Facts

Capitol Allied Trading & Transport (Capitol Allied) is a single proprietorship owned by the spouses Dante R. Gutierrez and Lourdes D. Gutierrez (spouses Gutierrez), the parents of spouses James Gutierrez and Catherine Gutierrez (spouses James and Catherine). Beginning December 14, 1999, the spouses Gutierrez obtained loans in the total amount of P48,246,000.00 from PCI Leasing & Finance, Inc. (PCI Leasing), covered by Promissory Note (PN) Nos. 15608, 15609, 16308, 16510, 16796, 16797, 15509, 15213, 15345, 16267, 16268, 16269, 16545, 16892, 16937 and 17028.[5]

To secure the payment of their loan obligations, the spouses Gutierrez mortgaged to PCI Leasing several real properties, including (1) under PN No. 15608, a condominium unit (Burgundy Condominium), covered by Condominium Certificate of Title (CCT) No. 10444-Registry of Deeds of Quezon City, owned by and registered in the names of spouses James and Catherine; (2) under PN No. 15609, a parcel of land and its improvements located in Blue Ridge Subdivision, Quezon City, covered by TCT No. 156111-Registry of Deeds of Quezon City owned by and registered in the names of spouses James and Catherine; and (3) under PN No. 15509, a condominium unit (Platinum 1000 Condominium), covered by CCT No. 9700-R-Registry of Deeds of San Juan.[6]

When the spouses Gutierrez defaulted in the payment of their obligations, PCI Leasing extrajudicially foreclosed the mortgages. As a result, the Quezon City properties were sold at a public auction held on July 30, 2003, while the San Juan property was sold on July 31, 2003. The certificates of sale covering the properties were then issued to PCI Leasing as the highest bidder and were subsequently annotated on the titles.[7]

On October 15, 2003, PCI Leasing allowed the spouses Gutierrez to sell their properties located in San Fernando, Pampanga which were also mortgaged to PCI Leasing. Thus, for P14,500,000.00, said properties were sold to spouses Andy Paredes and Wendy Paredes. The proceeds of the sale were applied to the spouses Gutierrez's outstanding balance, which included the P12,426,676.36 obligation secured by the mortgage on the Quezon City and San Juan properties. The payment is evidenced by Official Receipt No. 228376,[8] dated October 27, 2003, issued by PCI Leasing and the Memorandum,[9] dated December 12, 2003, signed by PCI Leasing's Account Officer and Senior Assistant Manager Crispin Maniquis[10] (Maniquis). The application of payment is further

borne out in the Affidavit[11] of Maniquis executed on August 29, 2005, to wit:[12]

X X X X

6. The only amount applied as payment against the aforesated Real Estate Mortgages was the proceeds of the sale of the San Fernando City, Pampanga properties of the Spouses Dante and Lourdes Gutierrez in the total amount of P14,500,000.00 which was used to fully pay the total outstanding loans of P12,426,676.36 against the Real Estate Mortgages covered by Promissory Notes No. 15509, 15608, 15609, 16308, 16510, 16796 and 16797. The excess was applied in partial payment of the loans covered by the Chattel Mortgages.

7. On July 12, 2004, I was requested to submit figures to support the Compromise Agreement to be entered into between the Spouses Dante and Lourdes Gutierrez and PCILFI in Civil Case Nos. Q-0349661 before Branch 45 of the Regional Trial Court of Quezon City. I submitted the same figure of P13,993,047.14 as the amount which was still due PCILFI from Spouses Dante and Lourdes Gutierrez. Said figure did not make any application of payment of the "proceeds" of the July 2003 foreclosure and sale of the properties covered by Promissory Notes Nos. 15509, 15608, 15609 and 16308.

8. This shows that PCILFI actually waived its rights over the foreclosure and sale of the properties covered by Promissory Notes Nos. 15509 (CCT No. 9700-R), 15608 (CCT No. N-10444), 15609 and 16308 (TCT No. 156111) and, in fact, the P14,500,000.00 which was received by PCILFI from the proceeds of the sale of the San Fernando City, Pampanga properties was applied as full payment of all loans covered by the Real Estate Mortgages, with an excess amount of over P2,000,000.00 which was applied as partial payment of the loans covered by the Chattel Mortgages.[13]

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As of December 12, 2003, therefore, the unpaid balance of the spouses Gutierrez was reduced to P13,993,047.14, which was secured by chattel mortgages on their personal properties.[14]

On March 25, 2004, the spouses Gutierrez wrote to PCI Leasing requesting, among others, the release of the real estate mortgages on the Quezon City and San Juan properties. They believed that the application of payment amounted to a redemption of the properties. PCI Leasing, however, did not immediately reply to the letter-request.[15]

Subsequently, PCI Leasing filed a complaint against the spouses Gutierrez in the RTC, Quezon City, Branch 105, docketed as Civil Case No. Q-03-049661. On October 11, 2004, PCI Leasing and the spouses Gutierrez filed a Joint Motion for Judgment based on a compromise agreement, the subject of which was the balance of P13,993,047.14. Hence, on November 10, 2004, the RTC rendered its decision in Civil Case No. Q-03-049661, to wit:[16]

Plaintiff PCI Leasing & Finance, Inc. (PCILF) and defendants Spouses Dante Gutierrez and Lourdes Gutierrez, with the assistance of their respective counsel, submitted a joint motion for judgment based on compromise agreement which read as follows:

WHEREAS, on various dates commencing December 14, 1999, PCILF extended various loans to SPS. GUTIERREZ in aggregate amount of PESOS: FORTY EIGHT MILLION TWO HUNDRED FORTY SIX THOUSAND (P48,246,000.00), Philippine Currency, as evidenced by Promissory Notes Nos. 15608, 15609, 16308, 16510, 16796, 16967, 15509, 15213, 15345, 16268, 16269, 16267, 16545, 16892, 16937, and 17028;

WHEREAS, as security for the payment of these loans, SPS. GUTIERREZ executed and signed in favour of PCILF Seven (7) Chattel Mortgages dated December 10, 1999, February 8, 2000, January 24, 2001, October 10, 2001, January 31, 2002, February 27, 2002 and March 14, 2002 ("SECURITY," for brevity);

WHEREAS, SPS. GUTIERREZ failed to pay in full the above-mentioned loans when the same fell due and

demandable, despite repeated demands made upon it by PCILF. As of July 13, 2004, the indebtedness owned by SPS. GUTIERREZ to PCILF stands in the total amount of PESOS: THIRTEEN MILLION NINE HUNDRED NINETY THREE THOUSAND FORTY SEVEN AND 14/100 (P13,993,047.14), Philippine currency, inclusive of interest and penalties;

WHEREAS, upon the request of SPS. GUTIERREZ, PCILF has agreed to restructure the term of payment of the balance of these loans by giving SPS. GUTIERREZ an additional period of thirty-six (36) months;

NOW, THEREFORE, the parties hereto have agreed as follows:

1. SPS. GUTIERREZ shall pay PCILF the amount of PESO[S]: THIRTEEN MILLION NINE HUNDRED NINETY THREE THOUSAND FORTY SEVEN AND 14/100 (P13,993,047.14), Philippine currency ("OBLIGATION," for brevity) in the following manner:

1.1. For the first year beginning August 28, 2004, SPS. GUTIERREZ shall pay PCILF a monthly amortization of P225,000.00;

1.2. For the second year beginning July 28, 2005, SPS. GUTIERREZ shall pay PCILF a monthly amortization of P505,882.00; and

1.3 For the third year beginning August 28, 2006, SPS. GUTIERREZ shall pay PCILF a monthly amortization of P876,616.00.

2. PCILF agrees to waive in full the penalties that have accrued from January to August 2004 subject to the conditions stated in the fourth paragraph hereof.

3. The OBLIGATION shall remain secured by executing chattel mortgages. SPS. GUTIERREZ undertake to execute an Amendment of these mortgages as may be necessary in order to enforce the rights of PCILF over subject collateral securities.

4. In the event SPS. GUTIERREZ incurs default by failing to pay any two (2) monthly amortizations or by failing to comply with the terms and conditions under the original Promissory Notes and Chattel Mortgage contracts, the terms and conditions of which are incorporated hereto and made as integral parts hereof, and such default is not cured within thirty (30) days after the occurrence thereof, the OBLIGATION shall become due and demandable without need of demand and shall entitle PCILF to exercise its rights under the original loan and mortgage contracts. The waived penalties shall be reinstated and shall form part of the outstanding balance at the time of default. Furthermore, [PCILF] shall immediately be entitled to a Writ of Execution for the enforcement of the entire obligation as stated herein.

5. The parties hereto fully understand and agree that the foregoing arrangement is merely an accommodation granted by PCILF upon request of SPS. GUTIERREZ and shall not in any manner operate as a novation of the obligation of SPS. GUTIERREZ in favor of PCILF under the original loan and mortgage contracts.

6. The foregoing constitutes the latest agreement of the parties, and all previous agreements inconsistent herewith shall be deemed amended or modified accordingly.

WHEREFORE, there being nothing contrary to law, morals or public policy in the foregoing Compromise Agreement, the Court approves the same and renders judgment in accordance therewith.

SO ORDERED.[17]

Meanwhile, on October 27, 2004, the spouses Gutierrez received PCI Leasing's letter, dated October 26, 2004, advising that the ownership of the Quezon City and San Juan properties had been consolidated in PCI Leasing

upon the expiration of the one-year redemption period and that as the new owner, it was entitled to the actual possession of the properties.[18]

The RTC proceedings concerning the Quezon City properties

On December 9, 2004, PCI Leasing filed in the RTC, Quezon City, Branch 219 a petition for the issuance of a writ of possession for the Quezon City properties. On January 13, 2005, however, PCI Leasing withdrew the petition, which was confirmed by the trial court in an Order, dated January 28, 2005.[19]

Then, on April 28, 2005, PCI Leasing wrote a letter to the Spouses Gutierrez demanding that the Quezon City properties be turned over under threat of legal action in case of refusal.[20]

On May 31, 2005, the spouses Gutierrez replied and insisted that the loans secured by the mortgages on the Quezon City properties had already been paid and that the mortgages should be considered as released.[21]

On June 24, 2005, PCI Leasing filed in the RTC, Quezon City, Branch 219 another petition for issuance of writ of possession, docketed as LRC Rec. No. Q-20070(05). The spouses James and Catherine filed a motion to suspend proceedings in LRC Rec. No. Q-20070(05), contending that the obligations for which their properties had been mortgaged were already fully paid, and as a consequence, PCI Leasing was not entitled to the issuance of a writ of possession.[22]

Meanwhile, on December 16, 2005, spouses James and Catherine initiated in the RTC, Quezon City, Branch 222 an action for the nullification of foreclosure, certificate of sale, and title and for the reconveyance of their properties (docketed as Civil Case No. 05-56950).[23]

On April 25, 2006, Judge Bayani V. Vargas (Branch 219) issued the first assailed order, denying the spouses James and Catherine's motion to suspend proceedings. Then, on September 11, 2006, Judge Evangeline Castillo-Marigomen (Branch 101) to whom LRC Rec. No. Q-20070(05) was reassigned, issued the second assailed order, allowing PCI Leasing to present evidence ex parte in support of the petition for the writ of possession.[24]

The RTC proceedings concerning the San Juan property

PCI Leasing filed a Petition for the Issuance of a Writ of Possession with the RTC, Pasig City, Branch 265, docketed as LRC Rec No. 6484. PCI Leasing, however, withdrew said petition, which was granted by the trial court in an Order, dated February 15, 2005. In a letter, dated April 28, 2005, PCI Leasing demanded from the spouses Gutierrez the delivery of possession of the San Juan property. Then, on June 27, 2005, PCI Leasing filed another Petition for the Issuance of a Writ of Possession before the RTC, Pasig City, Branch 68, docketed as LRC Rec. No. R-6557. The spouses Gutierrez filed a motion to dismiss. On August 30, 2005, the RTC Pasig conducted an ex parte presentation of evidence and on the following day, Judge Santiago G. Estrella rendered a decision granting the issuance of the writ of possession in favor of PCI Leasing.[25]

On September 29, 2005, the spouses Gutierrez filed a Complaint for Nullification of Foreclosure, Certificate of Sale and Title and Reconveyance with Damages, docketed as Civil Case No. 70545-SJ.[26]

The CA Second Division Ruling (Quezon City properties)

In a Decision dated October 30, 2007, the CA held that although the petition for the issuance of a writ of possession was to be heard ex parte and its issuance was ministerial, it was equally true that the issuance of the writ may be stayed due to compelling reasons. It declared that the trial court could not brush aside the spouses Gutierrez's credible showing of a redemption of the Quezon City properties within the one-year period from the registration of the certificate of sale through the application of payment effected on October 27, 2003. The

appellate court noted that such redemption even appears to be admitted by PCI Leasing itself through the Official Receipt No. 228376, dated October 27, 2003, the December 12, 2003 Memorandum on the application of payment of its Account Officer and Senior Assistant Manager Maniquis, and the August 29, 2005 Affidavit of Maniquis, all of which unerringly indicated that the outstanding obligations of the spouses Gutierrez amounting to P12,426,676.36 were fully discharged and paid by the application of the sales proceeds of P14,500,000.00, with the excess being applied as partial payment for the spouses Gutierrez's other obligations which were secured by chattel mortgages. It concluded that as a natural consequence of the full discharge of the obligations secured by the mortgages on the Quezon City properties, the trial court's legal obligation to issue the writ of possession in favor of PCI Leasing ipso facto ceased to be ministerial because the purchaser's right to possession was effectively terminated upon redemption.

PCI Leasing moved for reconsideration, but the same was denied by the CA in a Resolution dated May 7, 2008.[27]

The CA Seventh Division Ruling (San Juan property)

In a Decision dated June 8, 2011,[28] the CA ruled that PCI Leasing, as purchaser in the auction sale and the new owner of the San Juan property on the strength of a new title issued and registered under its name, was entitled to the contested writ of possession. It added that the purchaser in a foreclosure sale is entitled as a matter of right to a writ of possession regardless of whether or not there is a pending suit for annulment of the mortgage or the foreclosure proceedings.

The spouses Gutierrez moved for reconsideration, but the same was denied by the CA in a Resolution dated November 10, 2011.[29] Aggrieved by the conflicting CA decisions, the spouses Gutierrez and PCI Leasing filed before the Court their respective Petitions for Review on Certiorari.

Issue

WHETHER PCI LEASING IS ENTITLED TO A WRIT OF POSSESSION DESPITE THE SPOUSES GUTIERREZ'S CLAIM OF REDEMPTION.

In their Consolidated Memorandum,[30] PCI Leasing argues that the CA Second Division abrogated unto itself the power to decide on factual issues which are properly the subject of the complaint for nullification of foreclosure, certificate of sale and title and reconveyance; that it is in the said case that the spouses Gutierrez would have all the opportunity to prove their allegations; that any question regarding the validity of the mortgage or its foreclosure could not be a legal ground for refusing the issuance of a writ of possession; that regardless of whether or not there is a pending suit for annulment of the mortgage or the foreclosure itself, the purchaser is entitled to a writ of possession, without prejudice to the eventual outcome of said case; that the judge to whom an application for the issuance of a writ of possession is filed need not look into the validity of the mortgage or the manner of its foreclosure because in the issuance of a writ of possession, no discretion is left to the trial court; that until the foreclosure sale of the property in question is annulled by a court of competent jurisdiction, the issuance of the writ of possession remains the ministerial duty of the trial court; and that the remedy of the spouses Gutierrez is to speed up the resolution of the case questioning the foreclosure sale.

In their Consolidated Memorandum,[31] the spouses Gutierrez, together with spouses James and Catherine, contend that the evidence on record cited by the CA Second Division showed that their outstanding obligations secured by real estate mortgages were fully discharged by the application of the sales proceeds of P14,500,000.00 from the sale of the mortgaged San Fernando, Pampanga properties, with the excess applied as partial payment of their remaining obligations secured by chattel mortgages; that the redemption was properly made within the one-year period, hence, the consolidation of ownership made by PCI Leasing was void; that the assailed Decision

and Resolution of the CA Second Division were promulgated on October 30, 2007 and May 7, 2008, respectively, while the Decision and Resolution of the CA Seventh Division were promulgated on June 8, 2011 and November 10, 2011, respectively, hence, the Seventh Division was bound by the findings and ruling of the Second Division; that the writ of possession may be withheld under certain circumstances if it is palpable on the face of the petition and the supporting documents thereof that the requirements of the law for its issuance are not present or that petitioner has not validly acquired ownership of the property sought to be possessed or that peculiar circumstances exist to warrant withholding of the same; that the CA Seventh Division should not have simply ignored the claims of the spouses Gutierrez because the subject properties had already been redeemed and the obligations secured by the mortgages had been fully discharged; and that the trial court cannot, in the guise of complying with a ministerial duty, ignore the clear and competent showing that the spouses Gutierrez had already redeemed the mortgaged properties.

The Court's Ruling

As a general rule, the issuance of a writ of possession is a ministerial function of the court

In extrajudicial foreclosures, a writ of possession may be issued either (1) within the redemption period; or (2) after the lapse of the redemption period. The first instance is based on a privilege provided under Section 7 of Act No. 3135; the second is based on the purchaser's right of ownership.[32]

As regards writs of possession issued within the redemption period, under Section 7 of Act No. 3135, as amended, the purchaser in a foreclosure sale may apply for a writ of possession by filing a petition in the form of an ex parte motion under oath, in the registration or cadastral proceedings of the registered property. The law requires only that the proper motion be filed, the bond approved and no third person is involved.[33]

The rule is likewise settled that the proceeding in a petition for a writ of possession is ex parte and summary in nature.[34] As one brought for the benefit of one party only and without notice by the court to any person adverse of interest, it is a judicial proceeding wherein relief is granted without giving the person against whom the relief is sought an opportunity to be heard.[35] The issuance of the writ of possession is, in turn, a ministerial function in the exercise of which trial courts are not granted any discretion.[36] Since the judge to whom the application for writ of possession is filed need not look into the validity of the mortgage or the manner of its foreclosure,[37] it has been ruled that the ministerial duty of the trial court does not become discretionary upon the filing of a complaint questioning the mortgage.[38] Corollarily, any question regarding the validity of the extrajudicial foreclosure sale and the resulting cancellation of the writ may, likewise, be determined in a subsequent proceeding as outlined in Section 8 of Act No. 3135.[39]

On the other hand, a writ of possession may also be issued after consolidation of ownership of the property in the name of the purchaser. It is settled that the buyer in a foreclosure sale becomes the absolute owner of the property purchased if it is not redeemed during the period of one year after the registration of sale. As such, he is entitled to the possession of the property and can demand it any time following the consolidation of ownership in his name and the issuance of a new transfer certificate of title. In such a case, the bond required in Section 7 of Act No. 3135 is no longer necessary. Possession of the land then becomes an absolute right of the purchaser as confirmed owner. Upon proper application and proof of title, the issuance of the writ of possession becomes a ministerial duty of the court.[40]

Thus, as a general rule, the issuance of a writ of possession to a purchaser in a public auction is a ministerial function of the court, which cannot be enjoined or restrained, even by the filing of a civil case for the declaration of nullity of the foreclosure and consequent auction sale.

Exceptions to the rule that issuance of a writ of possession is a ministerial function

In *Nagtalon v. United Coconut Planters Bank*,^[41] however, the Court recognized a few exceptions to the abovementioned rule, to wit:

(1) Gross inadequacy of purchase price

In *Cometa v. Intermediate Appellate Court* which involved an execution sale, the court took exception to the general rule in view of the unusually lower price (P57,396.85 in contrast to its true value of P500,000.00) for which the subject property was sold at public auction. The Court perceived that injustice could result in issuing a writ of possession under the given factual scenario and upheld the deferment of the issuance of the writ.

(2) Third party claiming right adverse to debtor/mortgagor

In *Barican v. Intermediate Appellate Court*, consistent with Section 35, Rule 39 of the Rules of Court, the Court held that the obligation of a court to issue a writ of possession in favor of the purchaser in a foreclosure of mortgage case ceases to be ministerial when a third-party in possession of the property claims a right adverse to that of the debtor-mortgagor. In this case, there was a pending civil suit involving the rights of third parties who claimed ownership over the disputed property. The Court found the circumstances to be peculiar, necessitating an exception to the general rule. It thus ruled that where such third party claim and possession exist, the trial court should conduct a hearing to determine the nature of the adverse possession.

(3) Failure to pay the surplus proceeds of the sale to mortgagor

We also deemed it proper to defer the issuance of a writ in *Sulit v. Court of Appeals* in light of the given facts, particularly the mortgagee's failure to return to the mortgagor the surplus from the proceeds of the sale (equivalent to an excess of approximately 40% of the total mortgage debt). We ruled that equitable considerations demanded the deferment of the issuance of the writ as it would be highly unfair and iniquitous for the mortgagor, who as a redemptioner might choose to redeem the foreclosed property, to pay the equivalent amount of the bid clearly in excess of the total mortgage debt.^[42] (Citations omitted)

The present case is not analogous to any of the above-mentioned exceptions and the circumstances of the case do not merit an exception from the well-entrenched rule on the issuance of the writ of possession.

The fact of redemption is heavily disputed. Hence, the general rule that issuance of a writ of possession is a ministerial function of the court should apply.

A review of the records unequivocally shows that the parties presented conflicting evidence as to the application of the P14,500,00.00 payment. The official receipt showing that the spouses Gutierrez paid P14,500,000.00 did not contain any statement on the application of the amount. In fact, PCI Leasing claims that the P14,500,000.00 was instead used to redeem the San Fernando, Pampanga properties. In addition, Maniquis executed two conflicting affidavits on whether the Quezon City and San Juan properties were validly redeemed within the prescribed period. As a result of the parties' conflicting versions, the CA arrived at conflicting factual findings. Undoubtedly therefore, the issue of whether the Quezon City and San Juan properties were validly redeemed is heavily disputed. Given the ministerial nature of the trial court's duty to issue a writ of possession after the purchaser has consolidated his ownership, any question regarding the regularity and validity of the mortgage or its foreclosure cannot be raised as justification for opposing the issuance of the writ. To be sure, a pending action for annulment of mortgage or foreclosure does not stay the issuance of a writ of possession.^[43] The trial court does not need to look into the validity of the mortgage or the manner of its foreclosure. The purchaser is entitled to a writ of possession without prejudice to the outcome of the pending annulment case.^[44]

Issues concerning the sufficiency of the evidence presented to support the claim of redemption should be threshed

out in a separate action instituted for the purpose. The rule remains that in petitions for the issuance of a writ of possession, the judge need not look into the validity of the mortgages or the manner of their foreclosure. In the same manner, when the mortgagor claims redemption, the judge is not mandated to determine whether the payment satisfies the obligation secured by the foreclosed property. Hence, in accordance with the ministerial duty of the trial courts to issue writs of possession and given that the issue of redemption is heavily disputed, the general rule should apply and the writs of possession should issue as a matter of course.

To reiterate, the ruling in this case is not a final determination of the veracity of the spouses Gutierrez's claim of redemption. The resolution of such issue is left to the sound discretion of the trial courts where the actions for nullification of foreclosure, certificate of sale, and title and for reconveyance of the properties are pending.

WHEREFORE, the Petition in G.R. No. 182842 is GRANTED. The October 30, 2007 Decision and the May 7, 2008 Resolution of the Court of Appeals, Second Division in CA-G.R. SP No. 96847 are REVERSED and SET ASIDE.

The Petition in G.R. No. 199393 is DENIED. The June 8, 2011 Decision and the November 10, 2011 Resolution of the Court of Appeals, Seventh Division in CA-G.R. SP No. 93391 are AFFIRMED.

The Regional Trial Court, Quezon City, Branch 222 in Civil Case No. 05-56950 and Regional Trial Court, Pasig City, Branch 68 in Civil Case No. 70545-SJ are hereby ORDERED to resolve with dispatch the actions for nullification of foreclosure, certificate of sale and title, and reconveyance with damages.

SO ORDERED.

Carpio (Chairperson), Caguioa, Gesmundo,[*] and Lazaro-Javier, JJ., concur.

[*] Designated additional member per Raffle dated September 4, 2019 in lieu of Associate Justice Rodil V. Zalameda who recused himself from the case due to prior action in the Court of Appeals.

[1] Penned by Associate Justice Lucas P. Bersamin (now the Chief Justice of the Court) with Associate Justices Portia Aliño Hormachuelos and Estela M. Perlas-Bernabe (now a Member of the Court), concurring; rollo (G.R. No. 182842), pp. 59-76.

[2] Id. at 78.

[3] Penned by Associate Justice Amelita G. Tolentino, with Associate Justices Normandie B. Pizarro and Rodil V. Zalameda (now a Member of the Court), concurring; rollo (G.R. No. 199393), pp. 48-61.

[4] Id. at 63-64.

[5] Rollo (G.R. No. 182842), p. 60.

[6] Id.

[7] Id. at 61; rollo (G.R. No. 199393), pp. 50-51.

[8] Rollo (G.R. No. 199393), p. 143.

[9] Rollo (G.R. No. 182842), p. 113.

[10] Also referred to as "Crispin Maniquiz" in some parts of the rollo (G.R. No. 182842).

[11] Rollo (G.R. No. 182842), pp. 114-115.

- [12] Id. at 61.
- [13] Id. at 115.
- [14] Id. at 62.
- [15] Id.; rollo (G.R. No. 199393), p. 51.
- [16] Rollo (G.R. No. 182842), p. 63.
- [17] Rollo (G.R. No. 182842), pp. 130-132.
- [18] Id. at 65; rollo (G.R. No. 199393), p. 51.
- [19] Rollo (G.R. No. 182842), id.
- [20] Id. at 66.
- [21] Id.
- [22] Id.
- [23] Id.
- [24] Id. at 67.
- [25] Rollo (G.R. No. 199393), pp. 52-53.
- [26] Id. at 54.
- [27] Supra note 2.
- [28] Supra note 3.
- [29] Supra note 4.
- [30] Rollo (G.R. No. 182842), pp. 443-471.
- [31] Id. at 477-518.
- [32] 680 Home Appliances Inc. v. Court of Appeals, 744 Phil. 481, 491-492 (2014).
- [33] Spouses Tolosa v. United Coconut Planters Bank, 708 Phil. 134, 141 (2013).
- [34] Fernandez v. Espinoza, 574 Phil. 292, 307 (2008).
- [35] Spouses Oliveros v. The Hon. Presiding Judge, RTC, Branch 24, Biñan, Laguna, 558 Phil. 715, 726 (2007).
- [36] Spouses Esperidion v. Court of Appeals, 523 Phil. 664, 667-668 (2006).
- [37] Idolor v. Court of Appeals, 490 Phil. 808, 814 (2005).
- [38] Metropolitan Bank and Trust Company v. Tan, 578 Phil. 464, 474 (2008).
- [39] Cua Lai Chu v. Laqui, 626 Phil. 127, 137 (2010).
- [40] Philippine National Bank v. Sanao Marketing Corporation, 503 Phil. 260, 271-272 (2005).
- [41] 715 Phil. 595 (2013).
- [42] Id. at 606-607.

[43] Baring v. Elena Loan and Credit Co., Inc., G.R. No. 224225, August 14, 2017, 837 SCRA 133, 143.

[44] BPI Family Savings Bank v. Golden Power Diesel Sales Center, Inc., 654 Phil. 385, 394 (2011).

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