

**MANLAR RICE MILL, INC., PETITIONER, VS. LOURDES L. DEYTO,
DOING BUSINESS UNDER THE TRADE NAME "J.D. GRAINS
CENTER" AND JENNELITA DEYTO ANG, A.K.A. "JANET
ANG," RESPONDENTS.**

G.R. No. 191189. January 29, 2014

Ponente: DEL CASTILLO, J.

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DEL CASTILLO, J.:

As a general rule, a contract affects only the parties to it, and cannot be enforced by or against a person who is not a party thereto.

This Petition for Review on Certiorari[1] seeks to set aside the October 30, 2009 Decision[2] of the Court of Appeals (CA) in CA-G.R. CV No. 91239, entitled "Manlar Rice Mill, Inc., Plaintiff-Appellee, versus Lourdes L. Deyto, doing business under the trade name JD Grains Center, Defendant-Appellant," as well as its February 9, 2010 Resolution[3] denying reconsideration of the assailed judgment.

Factual Antecedents

Petitioner Manlar Rice Mill, Inc. (Manlar), organized and existing under Philippine laws, is engaged in the business of rice milling and selling of grains. Respondent Lourdes L. Deyto (Deyto) does business under the trade name "JD Grains Center" and is likewise engaged in the business of milling and selling of grains. Respondent Jennelita Deyto Ang or Janet Ang (Ang) is Deyto's daughter and, prior to her alleged absconding, operated her own rice trading business through her own store, "Janet Commercial Store".[4]

It appears that in October 2000, Ang entered into a rice supply contract with Manlar, with the former purchasing rice from the latter amounting to P3,843,220.00. The transaction was covered by nine postdated checks issued by Ang from her personal bank/checking account with Chinabank,[5] to wit:

Check Number

Date

Amount (PhP)

146514

October 19, 2000

P 204,660.00

146552

October 20, 2000

472,200.00

146739

October 27, 2000

327,600.00

146626

October 26, 2000

212,460.00

146627[6]

October 27, 2000

565,600.00

146740

October 30, 2000

515,000.00

146628

October 31, 2000

358,500.00

146630

November 4, 2000

593,600.00

146555

November 6, 2000

593,600.00

TOTAL

P 3,843,220.00

Upon presentment, the first two checks were dishonored for having been drawn against insufficient funds; the remaining seven checks were dishonored for being drawn against a closed account. Manlar made oral and written demands upon both Deyto and Ang, which went unheeded.[7] It appears that during the time demand was being made upon Deyto, she informed Manlar, through its Sales Manager Pablo Pua (Pua), that Ang could not be located.[8]

On November 24, 2000,[9] Manlar filed a Complaint[10] for sum of money against Deyto and Ang before the Regional Trial Court (RTC) of Quezon City. The case was docketed as Civil Case No. Q-00-42527 and assigned to Branch 215. The Complaint essentially sought to hold Deyto and Ang solidarily liable on the rice supply

contract. Manlar prayed for actual damages in the total amount of P3,843,220.00, with interest; P300,000.00 attorney's fees, with charges for appearance fees; and attachment bond and attachment expenses.

Deyto filed her Answer with Compulsory Counterclaim,[11] claiming that she did not contract with Manlar or any of its representatives regarding the purchase and delivery of rice; that JD Grains Center was solely owned by her, and Ang had no participation therein, whether as employee, consultant, agent or other capacity; that JD Grains Center was engaged in rice milling and not in the buying and selling of rice; and that one of her customers was her daughter Ang, who was engaged in the buying and selling of rice under the trade name "Janet Commercial Store." Deyto prayed among others that the Complaint be dismissed.

For her part, Ang failed to file an Answer despite summons by publication; for this reason, she was declared in default.

On June 7, 2001, Manlar submitted to the trial court a notarized minutes of a special meeting of its board of directors[12] dated November 8, 2000, indicating that Pua was authorized to file and prosecute the Complaint in Civil Case No. Q-00-42527.

In a July 31, 2001 Resolution,[13] the trial court resolved to deny Deyto's special/affirmative defenses contained in her Answer. Regarding her objection to Pua's authority to prosecute the case for lack of the proper board resolution to such effect, the trial court held that the issue had been rendered moot by Manlar's submission on June 7, 2001 of the notarized board resolution.

During trial, Manlar presented its lone witness, Pua, who testified that he knew Deyto and Ang since 1995; that Ang was the Operations Manager of JD Grains Center; that they (Deyto and Ang) bought rice from Manlar on "cash on delivery" basis from 1995 up to 2000; that since 2000, they increased the volume of their purchases and requested that they pay Manlar by postdated checks on a weekly basis, to which Manlar acceded; that Manlar agreed to this arrangement because Deyto induced Pua to deliver rice on the assurance that Deyto had extensive assets, financial capacity and a thriving business, and Deyto provided Pua with copies of JD Grains Center's certificate of registration, business permit, business card, and certificates of title covering property belonging to Deyto; that when rice deliveries were made by Manlar, Deyto was not around; that it was solely Ang who issued the subject checks and delivered them to Pua or Manlar; that initially, they (Deyto and Ang) faithfully complied with the arrangement; that later on, they defaulted in their payments thus resulting in the dishonor of the subject nine checks previously issued to Manlar; that by then, Manlar had delivered rice to them totaling P3,843,220.00; that he went to the residence of Deyto at No. 93 Bulusan Street, La Loma, Quezon City on five occasions to demand payment from Deyto; and that he likewise went to Ang's residence at No. 4 Sabucoy[14] Street, San Francisco del Monte, Quezon City to demand payment.[15]

On cross-examination, Pua testified that no rice deliveries were in fact made by Manlar at Deyto's Bulusan Street residence; that Deyto guaranteed Ang's checks, although the guarantee was made verbally; that although he ordered Manlar's drivers to deliver rice at Deyto's residence at Bulusan Street, the deliveries would actually end up at Ang's Sabucoy residence.[16]

On the other hand, the defense presented three witnesses: Deyto, her son Jose D. Ang, and Homer Petallano (Petallano), Chinabank del Monte branch Operations Head. Deyto testified that she did not know Pua; that Pua was a liar and that she did not enter into a contract with him for the purchase and delivery of rice; that she did not receive at any time any rice delivery from Manlar; that while she had a house at No. 93 Bulusan Street, La Loma, Quezon City, she actually resided in Santiago City, Isabela; that she met Pua for the first time when the latter went to her La Loma residence sometime in November or December 2000 looking for Ang, and claiming that Ang was indebted to Manlar; that she had nothing to do with the obligations of Ang incurred for rice deliveries made to her

or JD Grains Center, as Ang was not connected with JD Grains Center, and it was her son, Jose D. Ang, who managed and ran the business; that all the checks issued to Manlar were drawn by Ang from her own bank account, as a businessperson in her own right and with her own business and receipts; that as of 2000, Ang was the proprietress of Jane Commercial with address at No. 49 Corumi Street, Masambong, San Francisco del Monte, Quezon City, and not at No. 93 Bulusan Street, La Loma, Quezon City; that the last time she saw Ang was in June 2000, during the blessing of Ang's Sabucoy residence; that she was not on talking terms with her daughter as early as June 2000 on account of Ang's activities and involvements; that one of Ang's children was living with her after the child was recovered from a kidnapping perpetrated by Ang's best friend; that Ang's other child lived with the child's father; and that Ang's whereabouts could not be ascertained.[17]

Jose D. Ang, on the other hand, testified that he is Deyto's son; that from the start, JD Grains Center has been under his supervision and control as Manager and Deyto had no participation in the actual operation thereof; that JD Grains Center was registered in the name of Deyto for convenience, to avoid jealousy or intrigue among his siblings, and because they used Deyto's properties as collateral to borrow money for the business; that Ang was originally an agent of JD Grains Center, but was removed in 1997 for failure to remit her collections.[18]

Finally, Petallano testified that he was the Operations Head of Chinabank del Monte branch and that Ang is the sole owner and depositor of the account from which the subject checks were drawn.[19]

Ruling of the Trial Court

On November 22, 2007, a Decision[20] was rendered by the trial court in Civil Case No. Q-00-42527, the dispositive portion of which reads, as follows:

WHEREFORE, premises considered, judgment is hereby rendered finding the defendants liable to the plaintiff jointly and severally and ordering them as follows:

1. To pay plaintiff actual damages in the sum of P3,843,200.00[21] plus interest [thereon] at 6% per annum reckoned from the time of demand up to the time of payment thereof;
2. To pay plaintiff attorney's fees in the sum of P200,000.00 plus P2,500.00 as per appearance fee; and
3. To pay the costs of this suit.

SO ORDERED.[22]

Essentially, the trial court believed Pua's declarations that both Deyto and Ang personally transacted with him in purchasing rice from Manlar for JD Grains Center — with Ang paying for the deliveries with her personal checks and his testimony that both Deyto and Ang received Manlar's rice deliveries. For these reasons, the trial court ruled that both defendants should be held solidarily liable for the unpaid and outstanding Manlar account.

Ruling of the Court of Appeals

Deyto went up to the CA on appeal, assailing the Decision of the trial court and claiming that there was no evidence to show her participation in the transactions between Manlar and Ang, or that rice deliveries were even made to her; that she had no legal obligation to pay Manlar what Ang owed the latter in her personal capacity; that the evidence proved that Ang had overpaid Manlar; that the Complaint in Civil Case No. Q-00-42527 was defective for lack of the required board resolution authorizing Pua to sign the Complaint, verification, and certification against forum shopping on behalf of Manlar; and that the trial court erred in not awarding damages in her favor.

On October 30, 2009, the CA issued the assailed Decision, which held thus:

WHEREFORE, premises considered, the assailed Decision dated November 22, 2007 in Civil Case No. Q-00-42527 of the Regional Trial Court, Branch 215, Quezon City is REVERSED and SET ASIDE, and a new one entered, DISMISSING the complaint for lack of merit.

SO ORDERED.[23]

The CA held that in the absence of a board resolution from Manlar authorizing Pua to sign the verification and certification against forum shopping, the Complaint in Civil Case No. Q-00-42527 should have been dismissed; the subsequent submission on June 7, 2001 — or six months after the filing of the case — of the notarized minutes of a special meeting of Manlar's board of directors cannot have the effect of curing or amending the defective Complaint, as Revised Supreme Court Circular No. 28-91[24] enjoins strict compliance. Substantial compliance does not suffice.

The CA added that the trial court's Decision overlooked, misapprehended, and failed to appreciate important facts and circumstances of the case. Specifically, it held that Manlar failed to present documentary evidence to prove deliveries of rice to Deyto, yet the trial court sweepingly concluded that she took actual delivery of Manlar's rice. Likewise, Pua's declaration that Manlar delivered rice to Deyto at her La Loma residence was not based on personal knowledge or experience, but on Manlar's drivers' supposed accounts of events. Because these drivers were not called to testify on such fact or claim, the CA held that Pua's testimony regarding Deyto's alleged acceptance of rice deliveries from Manlar was hearsay.

The appellate court conceded that if Ang indeed contracted with Manlar, she did so on her own; the evidence failed to indicate that Deyto had any participation in the supposed transactions between her daughter and Manlar. The record reveals that Deyto and Ang owned separate milling and grains businesses: JD Grains Center and Janet Commercial Store. If Ang did business with Manlar, it is likely that she did so on her own or in her personal capacity, and not for and in behalf of Deyto's JD Grains Center. Besides, the subject checks were drawn against Ang's personal bank account, therefore Ang, not Deyto is bound to make good on the dishonored checks.

Thus, the CA concluded that there is no legal basis to hold Deyto solidarily liable with Ang for what the latter may owe Manlar.

Manlar moved for reconsideration, but in its February 9, 2010 Resolution, the CA stood its ground. Hence, Manlar took the present recourse.

Issues

Manlar raises the following issues in its Petition:

1. THE COURT OF APPEALS COMMITTED CLEAR REVERSIBLE ERROR WHEN IT SET ASIDE THE JUDGMENT OF THE TRIAL COURT BY SWEEPINGLY AND BASELESSLY CONCLUDING THAT THE VERIFICATION AND CERTIFICATE AGAINST FORUM SHOPPING IN THE COMPLAINT WERE ALLEGEDLY "DEFECTIVE" IN THAT PABLO PUA, THE SALES MANAGER, WAS SUPPOSEDLY "NOT AUTHORIZED" TO SIGN THE VERIFICATION AND CERTIFICATE OF NON-FORUM SHOPPING FOR MANLAR RICE MILL, INC.
2. THE CONCLUSION OF THE COURT OF APPEALS THAT THE ALL-ENCOMPASSING PHRASE IN THE BOARD RESOLUTION THAT "MR. PABLO PUA IS AUTHORIZED TO SIGN ANY DOCUMENT, PAPERS, FOR AND IN BEHALF OF THE COMPANY, AND TO REPRESENT THE COMPANY IN ANY SUCH CASE OR CASES" IS ALLEGEDLY "NOT SUFFICIENT" AUTHORITY FOR PABLO PUA TO SIGN THE VERIFICATION AND CERTIFICATE AGAINST FORUM SHOPPING IS GROSSLY ERRONEOUS AND MANIFESTLY MISTAKEN BECAUSE IT IS DIRECTLY NEGATED AND DISPROVED BY THE EXPRESS TERMS OF HIS AUTHORITY.

3. FURTHER, THE SERIOUS AND GLARING ERROR OF THE COURT OF APPEALS IN CONCLUDING THAT PABLO PUA WAS ALLEGEDLY NOT AUTHORIZED TO SIGN THE VERIFICATION AND CERTIFICATE OF NON-FORUM SHOPPING HAD BEEN PREVIOUSLY RAISED AND SQUARELY RESOLVED BY THE TRIAL COURT AND ITS RESOLUTION ON THIS ISSUE HAD LONG BECOME FINAL AND EXECUTORY WITHOUT LOURDES L. DEYTO TAKING ANY APPELLATE REMEDY.

4. THE COURT OF APPEALS ALSO COMMITTED REVERSIBLE ERROR IN SAYING THAT "THERE WAS NO DOCUMENTARY EVIDENCE TO PROVE ACTUAL DELIVERIES OF RICE" AS BASIS FOR THE DISMISSAL OF THE CASE BECAUSE THIS IS MANIFESTLY MISTAKEN AND NEGATED BY THE RECORDS SINCE RESPONDENTS (MOTHER AND DAUGHTER) ISSUED NINE (9) POSTDATED CHECKS TO PETITIONER THRU PABLO PUA IN THE TOTAL AMOUNT OF P3,843,2[2]0.00 IN PAYMENT OF THE RICE DELIVERED TO THEM.

5. THE CONTRACTS OF SALE OF RICE WERE PERFECTED BY THE DELIVERY OF RICE TO RESPONDENTS MOTHER AND DAUGHTER AND THEIR ISSUANCE OF NINE (9) POSTDATED CHECKS (P3,843,220.00) AS PAYMENT THEREOF BY RESPONDENTS, BUT THAT THE NINE (9) POSTDATED CHECKS OF RESPONDENTS WERE LATER DISHONORED.

6. THE SWEEPING STATEMENT OF THE COURT OF APPEALS THAT ALLEGEDLY "THE PARTICIPATION OF APPELLANT (LOURDES L. DEYTO) TO WHATEVER BUSINESS TRANSACTIONS HER DAUGHTER (CO-RESPONDENT JENNELITA DEYTO ANG) HAD WITH MANLAR RICE MILL INC. WAS NOT DULY PROVEN" IS NOT ONLY A PURE SPECULATION BUT IS SQUARELY NEGATED AND DISPROVED BY THE OVERWHELMING EVIDENCE OF THE CONSPIRACY AND COLLABORATIVE EFFORTS OF BOTH MOTHER AND DAUGHTER IN KNOWINGLY DEFRAUDING PETITIONER.[25]

Petitioner's Arguments

In its Petition and Reply,[26] Manlar insists that the CA's findings and conclusions are not supported by the evidence on record. On the procedural issue, it reiterates the trial court's pronouncement that its subsequent submission — on June 7, 2001, or six months after the filing of Civil Case No. Q-00-42527 — of the notarized minutes of a special meeting of its board of directors authorizing Pua to file and prosecute Civil Case No. Q-00-42527, effectively cured the defective Complaint, or rendered the issue of lack of proper authority moot and academic, and should not result in the dismissal of the case. Because Deyto did not question this ruling through the proper petition or appeal, it should stand; besides, the trial court's disposition on the matter is sound and just.

Next, Manlar disputes the CA ruling that Manlar failed to present documentary evidence to prove deliveries of rice to Deyto, apart from that delivered to Ang in her personal capacity. It points to "compelling and convincing evidence" that both Deyto and Ang induced it to deliver rice to them, and that both of them issued the subject postdated checks. It claims that it was Deyto who delivered the checks to Pua at his office in Manila; that Deyto induced Pua to deliver rice to respondents on the assurance that Deyto had extensive assets, financial capacity and a thriving business; and that Deyto provided Pua with copies of JD Grains Center's certificate of registration, business permit, business card, and certificates of title covering property belonging to Deyto.

Manlar adds that Deyto disposed of some of her personal properties — specifically delivery/cargo trucks — in fraud of her creditors, including Manlar. It is also argued that the fact that Deyto was in possession of Ang's negotiated checks proved that both of them connived to defraud Manlar by using the said checks to convince and induce Pua to contract with them.

Manlar goes on to argue that Ang and another of Deyto's children, Judith Ang Yu (Judith), were charged and the

latter convicted of estafa for defrauding another rice trader, a certain Sergio Casaclang, of P3,800,000.00 — attaching a certified true copy of the Decision of Branch 215 of the RTC of Quezon City in Criminal Case No. Q-01-105698, indicating that Judith was sentenced to three months of arresto mayor and to pay a fine and indemnity.

Next, Manlar argues that it is not necessary to further show proof of deliveries of rice to Deyto and Ang in order to prove the existence of their obligation; the issuance of the subject postdated checks as payment established the obligation.

Manlar thus prays that the Court annul and set aside the assailed CA dispositions and thus reinstate the trial court's November 22, 2007 Decision finding Deyto liable under the rice supply contract.

Respondent's Arguments

Praying that the Petition be denied, respondent Deyto in her Comment[27] essentially argues that petitioner Manlar's claims are "products of pure imagination", having no factual and legal basis, and that Manlar's impleading her is simply a desperate strategy or attempt to recover its losses from her, considering that Ang can no longer be located. Furthermore, Deyto claims that Manlar's alleged rice deliveries are not covered by sufficient documentary evidence, and while it may appear that Ang had transacted with Manlar, she did so in her sole capacity; thus, Deyto may not be held liable under a transaction in which she took no part.

Deyto adds that Pua's basis for claiming that deliveries were made at her Bulusan Street residence is unfounded, considering that it springs from hearsay, or on the mere affirmation of Manlar's drivers — who were not presented in court to testify on such fact. Pua himself had no personal knowledge of such fact, and thus could not be believed in testifying that rice was indeed delivered to Deyto at her Bulusan Street residence. She argues further that overall, Pua — Manlar's lone witness — proved to be an unreliable witness, constantly changing his testimony when the inconsistencies of his previous declarations were called out.

Finally, Deyto reiterates the CA ruling that Manlar's Complaint in Civil Case No. Q-00-42527 was defective for lack of the required board resolution authorizing Pua to sign the verification and certification against forum shopping, characterizing the belated submission of the required resolution six months later as a mere afterthought.

Our Ruling

The Court denies the Petition.

It is a basic rule in evidence that he who alleges must prove his case or claim by the degree of evidence required.

x x x Ei incumbit probatio qui dicit, non qui negat. This Court has consistently applied the ancient rule that "if the plaintiff, upon whom rests the burden of proving his cause of action, fails to show in a satisfactory manner the facts upon which he bases his claim, the defendant is under no obligation to prove his exception or defense." [28]

In civil cases, the quantum of proof required is preponderance of evidence, which connotes "that evidence that is of greater weight or is more convincing than that which is in opposition to it. It does not mean absolute truth; rather, it means that the testimony of one side is more believable than that of the other side, and that the probability of truth is on one side than on the other." [29]

The CA is correct in concluding that there is no legal basis to hold Deyto solidarily liable with Ang for what the latter may owe Manlar. The evidence does not support Manlar's view that both Deyto and Ang contracted with Manlar for the delivery of rice on credit; quite the contrary, the preponderance of evidence indicates that it was Ang alone who entered into the rice supply agreement with Manlar. Pua's own direct testimony indicated that

whenever rice deliveries were made by Manlar, Deyto was not around; that it was solely Ang who issued the subject checks and delivered them to Pua or Manlar. On cross-examination, he testified that no rice deliveries were in fact made by Manlar at Deyto's Bulusan Street residence; that although Deyto guaranteed Ang's checks, this guarantee was made verbally; and that while he ordered Manlar's drivers to deliver rice at Deyto's residence at Bulusan Street, the deliveries would actually end up at Ang's Sabucoy residence.

The documentary evidence, on the other hand, shows that the subject checks were issued from a bank account in Chinabank del Monte branch belonging to Ang alone. They did not emanate from an account that belonged to both Ang and Deyto. This is supported by no less than the testimony of Chinabank del Monte branch Operations Head Petallano.

The evidence on record further indicates that Deyto was an old lady who owned vast tracts of land in Isabela province, and other properties in Metro Manila; that she is a reputable businessperson in Isabela; that Ang originally worked for JD Grains Center, but was removed in 1997 for failure to remit collections; that as early as June 2000, or prior to the alleged transaction with Manlar, Ang and Deyto were no longer on good terms as a result of Ang's activities; that Deyto took custody of one of Ang's children, who was previously recovered from a kidnapping perpetrated by no less than Ang's best friend; and that Ang appears to have abandoned her own family and could no longer be located. This shows not only what kind of person Ang is; it likewise indicates the improbability of Deyto's involvement in Ang's activities, noting her age, condition, reputation, and the extent of her business activities and holdings.

This Court cannot believe Manlar's claims that Deyto induced Pua to transact with her and Ang by providing him with copies of JD Grains Center's certificate of registration, business permit, business card, and certificates of title covering property belonging to Deyto to show her creditworthiness, extensive assets, financial capacity and a thriving business. The documents presented by Manlar during trial — copies of JD Grains Center's certificate of registration, business permit, and certificates of title covering Deyto's landholdings — are public documents which Manlar could readily obtain from appropriate government agencies; it is improbable that Deyto provided Manlar with copies of these documents in order to induce the latter to contract with her. Considering that both Manlar and Deyto were in the same line of business in the same province, it may be said that Manlar knew Deyto all along without the latter having to supply it with actual proof of her creditworthiness.

The allegations that Deyto guaranteed Ang's checks and that she consented to be held solidarily liable with Ang under the latter's rice supply contract with Manlar are hardly credible. Pua in fact admitted that this was not in writing, just a verbal assurance. But this will not suffice. "Well-entrenched is the rule that solidary obligation cannot lightly be inferred. There is a solidary liability only when the obligation expressly so states, when the law so provides or when the nature of the obligation so requires."^[30]

What this Court sees is an attempt to implicate Deyto in a transaction between Manlar and Ang so that the former may recover its losses, since it could no longer recover them from Ang as a result of her absconding; this conclusion is indeed consistent with what the totality of the evidence on record appears to show. This, however, may not be allowed. As a general rule, a contract affects only the parties to it, and cannot be enforced by or against a person who is not a party thereto. "It is a basic principle in law that contracts can bind only the parties who had entered into it; it cannot favor or prejudice a third person."^[31] Under Article 1311 of the Civil Code, contracts take effect only between the parties, their assigns and heirs. Thus, Manlar may sue Ang, but not Deyto, who the Court finds to be not a party to the rice supply contract.

Having decided the case in the foregoing manner, the Court finds no need to resolve the other issues raised by the parties.

WHEREFORE, the Petition is DENIED. The assailed dispositions of the Court of Appeals are AFFIRMED.

SO ORDERED.

Carpio, (Chairperson), Brion, Perez, and Perlas-Bernabe, JJ., concur.

[1] Rollo, pp. 8-66.

[2] Id. at 69-78; penned by Associate Justice Juan Q. Enriquez, Jr. and concurred in by Associate Justices Pampio A. Abarintos and Francisco P. Acosta.

[3] Id. at 80-81.

[4] Id. at 71; or "Jane Commercial Store," at p. 87.

[5] Id. at 302-310, 325; Chinabank del Monte Avenue Branch, Account No. 0179791-6. However, the checks themselves indicate that the account number is 0179716, and not 01797916.

[6] Id. at 307. The Court of Appeals wrongly referred to it as Check No. 146527.

[7] Id. at 311-312.

[8] Id. at 71.

[9] Id. at 84. The Court of Appeals mistakenly stated in its assailed Decision that the Complaint was filed on December 24, 2000, which date however fell on a Sunday.

[10] Records, Vol. I, pp. 1-10.

[11] Id. at 87-102.

[12] Rollo, p. 92.

[13] Id. at 93-95.

[14] Or "Sapucoy," or "Sapocoy", or "Sipucoy," per records.

[15] TSN, Pablo Pua, April 1, 2004; June 3, 2004; August 4, 2004.

[16] TSN, Pablo Pua, August 4, 2004, pp. 29-30; September 22, 2004, pp. 7, 11-13.

[17] TSN, Lourdes Deyto, January 20, 2005.

[18] TSN, Jose Ang, October 6, 2005, pp. 4-6.

[19] TSN, Homer Petallano, August 4, 2005, pp. 2-3.

[20] Rollo, pp. 84-91; penned by Judge Ma. Luisa C. Quijano-Padilla.

[21] Should be P3,843,220.00.

[22] Rollo, pp. 90-91.

[23] Id. at 77.

[24] Additional Requisites For Petitions Filed With The Supreme Court And The Court Of Appeals To Prevent Forum Shopping Or Appeals To Prevent Forum Shopping Or Multiple Filing Of Petitions And Complaints.

[25] Rollo, pp. 27-29.

[26] Id. at 131-162.

[27] Id. at 103-112.

[28] *Martin v. Court of Appeals*, G.R. No. 82248, January 30, 1992, 205 SCRA 591, 596, citing *Belen v. Belen*, 13 Phil. 202, 206 (1909).

[29] *Reyes v. Century Canning Corporation*, G.R. No. 165377, February 16, 2010, 612 SCRA 562, 570.

[30] *Industrial Management International Development Corporation (INIMACO) v. National Labor Relations Commission*, 387 Phil. 659, 666 (2000), citing *Inciong, Jr. v. Court of Appeals*, 327 Phil. 364, 373 (1996) and *Sesbreño v. Court of Appeals*, G.R. No. 89252, May 24, 1993, 222 SCRA 466, 481; *Grandteq Industrial Steel Products, Inc. v. Estrella*, G.R. No. 192416, March 23, 2011, 646 SCRA 391, 404; *Alba v. Yupangco*, G.R. No. 188233, June 29, 2010, 622 SCRA 503, 507.

[31] *Visayan Surety and Insurance Corporation v. Court of Appeals*, 417 Phil. 110, 116 (2001).

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