

SPOUSES DAISY AND SOCRATES M. AREVALO, PETITIONERS, VS. PLANTERS DEVELOPMENT BANK AND THE REGISTER OF DEEDS OF PARAÑAQUE CITY, RESPONDENTS.

G.R. No. 193415. April 18, 2012

Ponente: SERENO, J.

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SERENO, J.:

This is a Rule 45 Petition for Review, which seeks to reverse the Decision dated 24 March 2010[1] and Resolution dated 05 August 2010[2] of the Court of Appeals (CA) in CA-G.R. SP No. 110806. The CA affirmed the trial court's Decision not to grant petitioners' application for a writ of preliminary injunction.

As stated, this case involves the trial court's refusal to issue a writ of preliminary injunction in favor of petitioner Spouses Daisy and Socrates M. Arevalo (Spouses Arevalo) based on their failure to comply with Section 2 of the Procedure in Extra-Judicial or Judicial Foreclosure of Real Estate Mortgages (Procedure on Foreclosure)[3] issued by this Court. This procedure required them to pay twelve percent (12%) per annum interest on the amount of the principal obligation, as stated in the application for foreclosure sale, before an injunctive writ may issue against the extra-judicial foreclosure of real estate mortgage.[4]

We deny the instant Petition for the following reasons: (1) the Petition is moot, because the trial court has already dismissed the Complaint dated 07 April 2009 (the First Complaint),[5] upon which petitioners' application for the provisional remedy of preliminary injunction was based; and (2) petitioners are guilty of forum-shopping.

The conflict between the parties arose from a Loan Agreement[6] petitioners executed with respondent Planters Development Bank (Bank). Petitioners obtained from respondent Bank a ₱2,100,000 loan secured by a mortgage on their property situated in Muntinlupa. Due to their failure to pay the loaned amount, the Bank undertook to extra-judicially foreclose the mortgage. The Clerk of Court issued a Notice of Sheriff's Sale and set the auction sale on 21 and 28 April 2009.[7]

Petitioners thereafter filed the First Complaint wherein they asked for the nullification of interests, penalties and other charges, as well as for specific performance with an application for a temporary restraining order (TRO) and writ of preliminary injunction to enjoin the then impending auction sale of their Muntinlupa property. They alleged that it was respondent Bank who breached its obligations under the loan agreement; and that the auction sale was premature, arbitrary and confiscatory, as their inability to pay the loan was caused and aggravated by the Bank's illegal schemes.[8]

During the hearing of petitioners' application for preliminary injunction, the trial court ruled that, as a precondition for the issuance of the writ and pursuant to the Procedure on Foreclosure, petitioners were directed to pay 12% per annum interest on the principal obligation as stated in the application for foreclosure sale. Otherwise, the writ shall not issue. [9] The trial court further ruled that the evidence in support of their application was evidentiary in nature and should thus be presented during trial.[10]

Petitioner Spouses Arevalo sought to clarify the trial court's Order,[11] inquiring whether they should be required to pay 12% per annum interest. They argue that the rule requiring the payment of 12% interest as a condition for the issuance of an injunctive writ against an impending foreclosure sale was applicable only when applicant alleges that the interest rate is unconscionable.[12] According to petitioners, nowhere in the Complaint did they allege that the interest charges were unconscionable.[13] Instead, what they raised in the First Complaint as their principal cause of action was the Bank's deliberate withholding of loan releases on various pretexts and the propriety of the acts of the Bank charging them with interests and penalties due to the delay caused by the Bank itself.[14] The trial court, however, affirmed its earlier ruling.[15]

Petitioners moved for reconsideration,[16] but their motion was denied.[17] Consequently, they did not pay the required interest; thus, no writ of preliminary injunction was issued in their favor.

Aggrieved, petitioner Spouses Arevalo filed a Rule 65 Petition[18] with the CA to assail the Orders of the trial court involving the non-issuance of the injunctive writ.[19]

Meanwhile, proceedings for the First Complaint ensued at the trial court. Acting on the Motion to Dismiss filed by respondent Bank, the trial court granted the motion and dismissed the First Complaint for lack of cause of action.[20] Petitioner Spouses Arevalo then proceeded again to the CA to appeal[21] the dismissal of the main case. The record does not reveal the status of the case.

With regard to the Rule 65 Petition to the CA questioning the non-issuance of the writ, respondent Bank filed its Comment[22] thereon. Subsequently, the CA rendered the present assailed Decision dated 24 March 2010, affirming the applicability of Section 2 of the Procedure on Foreclosure. It ruled that the trial court was correct in refusing to issue the writ due to petitioners' inexplicable failure and even stubborn refusal to pay the accrued interest at 12% per annum.[23] The CA held that the words used by petitioners in their First Complaint, such as "manifestly unjust," "purely potestative condition," "void ab initio," "clearly contravenes morals, good customs and public policy," "whimsical," "capricious violation of the legal and inherent principles of mutuality of contracts," "illegal, invalid, unilateral impositions"—all of which pertained to interest imposed by the Bank—undeniably meant that petitioners were challenging the interest for being unconscionable, while opting to use other words of similar import.[24]

Petitioners moved for reconsideration, but the CA denied their motion.[25]

Aggrieved, they filed the instant Rule 45 Petition to assail the Decision of the CA affirming the non-issuance of the injunctive writ.

There are thus two (2) cases arising from similar facts and circumstances; more particularly, the instant Rule 45 Petition and the appeal of the dismissal of the main case with the CA.[26] It appears on record also that on 12 November 2010, petitioners filed yet another Complaint dated 11 November 2010[27] (Second Complaint) with the trial court. This time, they prayed for the nullification of the real estate mortgage, the extra-judicial foreclosure sale, and the subsequent proceedings, with a prayer for preliminary injunction and TRO.

With regard to the instant Rule 45 Petition, petitioners assail the Decision and Resolution of the CA based on the following grounds:[28] (1) they were deprived of the opportunity to present evidence on their application for a writ of preliminary injunction; and (2) the CA erred when it required them to pay 12% interest per annum based on Section 2 of the Procedure on Foreclosure, when the core of their First Complaint was not excessiveness of the interest but the Bank's supposed breach of their obligations in the loan agreement.[29]

Respondent Bank, on the other hand, countered as follows:[30] (1) petitioner Spouses Arevalo were not denied due process, since they were accorded several opportunities to be heard on their application for the issuance of an

injunctive writ; (2) the CA correctly required petitioners to pay the interest; and (3) petitioner Spouses Arevalo were guilty of forum-shopping when they filed their Second Complaint. For forum-shopping, respondent Bank likewise moved to hold them in contempt,[31] arguing that they had sought similar reliefs in their Second Complaint with the trial court as in the present Petition.

Petitioners filed their Reply[32] and Comment[33] to the charges on contempt.

Based on the parties' submissions, the following issues are presented for the resolution of this Court:

- Whether the requirement to pay 12% interest per annum before the issuance of an injunctive writ to enjoin an impending foreclosure sale is applicable to the instant case; and
- Whether petitioner Spouses Arevalo are guilty of forum-shopping and should consequently be punished for contempt.

RULING OF THE COURT

- The issue of the applicability to this case of the requirement to pay 12% interest per annum before the issuance of an injunctive writ to enjoin an impending foreclosure sale is moot.

The Court rules that upon dismissal of the First Complaint by the trial court on 27 October 2009,[34] the issue of whether the writ of injunction should issue has become moot. Although both parties failed to raise this particular argument in their submissions, we deny the instant Petition on this ground.

A case becomes moot and academic when there is no more actual controversy between the parties or useful purpose that can be served in passing upon the merits.[35]

There remains no actual controversy in the instant Petition because the First Complaint has already been dismissed by the trial court. Upon its dismissal, the question of the non-issuance of a writ of preliminary injunction necessarily died with it.

A writ of preliminary injunction is a provisional remedy. It is auxiliary to, an adjunct of, and subject to the outcome of the main case.[36] Thus, a writ of preliminary injunction is deemed lifted upon dismissal of the main case, any appeal therefrom notwithstanding,[37] as this Court emphasized in *Buyco v. Baraquia*[38] from which we quote:

The writ is provisional because it constitutes a temporary measure availed of during the pendency of the action and it is ancillary because it is a mere incident in and is dependent upon the result of the main action.

It is well-settled that the sole object of a preliminary injunction, whether prohibitory or mandatory, is to preserve the status quo until the merits of the case can be heard. It is usually granted when it is made to appear that there is a substantial controversy between the parties and one of them is committing an act or threatening the immediate commission of an act that will cause irreparable injury or destroy the status quo of the controversy before a full hearing can be had on the merits of the case.

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The present case having been heard and found dismissible as it was in fact dismissed, the writ of preliminary injunction is deemed lifted, its purpose as a provisional remedy having been served, the appeal therefrom notwithstanding.

Unionbank v. Court of Appeals enlightens:

xxx a dismissal, discontinuance or non-suit of an action in which a restraining order or temporary injunction has been granted operates as a dissolution of the restraining order or temporary injunction,” regardless of whether the period for filing a motion for reconsideration of the order dismissing the case or appeal therefrom has expired. The rationale therefor is that even in cases where an appeal is taken from a judgment dismissing an action on the merits, the appeal does not suspend the judgment, hence the general rule applies that a temporary injunction terminates automatically on the dismissal of the action. (Emphases supplied.)[39]

There will be no practical value in resolving the question of the non-issuance of an injunctive writ in this case. Setting aside the assailed Orders is manifestly pointless, considering that the First Complaint itself has already been dismissed, and there is nothing left to enjoin. The reversal of the assailed Orders would have a practical effect only if the dismissal were set aside and the First Complaint reinstated.[40] In this case, however, petitioner Spouses Arevalo admitted to the impossibility of the reinstatement of the First Complaint when they filed their Second Complaint.[41]

Even petitioners’ plea that this Court give due course to the Petition for a ruling on the proper application of the Procedure on Foreclosure[42] cannot compel us to resolve this issue.

The Constitution provides that judicial power “includes the duty of the courts of justice to settle actual controversies involving rights which are legally demandable and enforceable.”[43] The exercise of judicial power requires an actual case calling for it. The courts have no authority to pass upon issues through advisory opinions, or to resolve hypothetical or feigned problems or friendly suits collusively arranged between parties without real adverse interests.[44] Furthermore, courts do not sit to adjudicate mere academic questions to satisfy scholarly interest, however intellectually challenging.[45] As a condition precedent to the exercise of judicial power, an actual controversy between litigants must first exist.[46] An actual case or controversy involves a conflict of legal rights, an assertion of opposite legal claims susceptible of judicial resolution, as distinguished from a hypothetical or abstract difference or dispute.[47] There must be a contrariety of legal rights that can be interpreted and enforced on the basis of existing law and jurisprudence.[48]

This Court cannot issue a mere advisory opinion in relation to the applicability of the provisions of the Procedure on Foreclosure.

II. Petitioners are guilty of forum-shopping.

Petitioners have committed two distinct acts of forum-shopping,[49] namely: (1) petitioners willfully and deliberately went to different courts to avail themselves of multiple judicial remedies founded on similar facts and raising substantially similar reliefs, and (2) they did not comply with their undertaking to report the filing of the Second Complaint within five days from its filing.

A. Petitioners filed multiple suits based on similar facts while seeking similar reliefs—acts proscribed by the rules on forum-shopping.

We rule that petitioners were guilty of willful and deliberate forum-shopping when they filed their Second Complaint with the trial court insofar as they undertook to obtain similar reliefs as those sought in the instant Petition.

Respondent Bank argues that the rights asserted by petitioners, as well as the reliefs petitioners seek in the instant Petition, are identical to those raised in their Second Complaint.[50]

Petitioners, on the other hand, counter that the disparity between the two cases lies in the issue to be resolved.

More particularly, they allege that the issue in this Petition is the summary application of the payment of 12% interest per annum as a precondition for the issuance of a writ, as opposed to the issue in the Second Complaint involving the validity of the real estate mortgage and compliance with the rules on the holding of the extrajudicial foreclosure sale.[51]

Forum shopping is the act of litigants who repetitively avail themselves of multiple judicial remedies in different fora, simultaneously or successively, all substantially founded on the same transactions and the same essential facts and circumstances; and raising substantially similar issues either pending in or already resolved adversely by some other court; or for the purpose of increasing their chances of obtaining a favorable decision, if not in one court, then in another.[52] The rationale against forum-shopping is that a party should not be allowed to pursue simultaneous remedies in two different courts, for to do so would constitute abuse of court processes which tends to degrade the administration of justice, wreaks havoc upon orderly judicial procedure, and adds to the congestion of the heavily burdened dockets of the courts.[53]

In *Yu v. Lim*,^[54] this Court enumerated the requisites of forum-shopping, as follows:

Forum-shopping exists when the elements of *litis pendentia* are present or where a final judgment in one case will amount to *res judicata* in another. *Litis pendentia* requires the concurrence of the following requisites: (1) identity of parties, or at least such parties as those representing the same interests in both actions; (2) identity of rights asserted and reliefs prayed for, the reliefs being founded on the same facts; and (3) identity with respect to the two preceding particulars in the two cases, such that any judgment that may be rendered in the pending case, regardless of which party is successful, would amount to *res judicata* in the other case.[55]

What is essential in determining the existence of forum-shopping is the vexation caused the courts and litigants by a party who asks different courts and/or administrative agencies to rule on similar or related causes and/or grant the same or substantially similar reliefs, in the process creating the possibility of conflicting decisions being rendered upon the same issues.[56]

A comparison of the reliefs sought by petitioners in the instant Petition and in their Second Complaint confirms that they are substantially similar on two points: (1) revocation and cancellation of the Certificate of Sale and (2) permanent injunction on any transfer and/or consolidation of title in favor of respondent Bank. These similarities undoubtedly create the possibility of conflicting decisions from different courts:

Instant Petition

Second Complaint

WHEREFORE, it is most respectfully prayed that immediately upon filing of this petition, the same be given due course, and an order issue, *ex parte*:

(1) A Resolution be issued directing the Ex-Officio Sheriff and his Assisting Sheriff to undo, cancel, revoke the Certificate of Sale they issued;

(2) Enjoining the Register of Deeds of Paranaque (or any of her subordinates, agents, representatives and persons acting in their behalf to cease and desist from allowing any transfer and/or consolidation of respondents banks title to the property in question and an order be issued directing the Register of Deeds to undo, cancel and revoke the registration of the Certificate of Sale on November 13, 2009 and other proceedings had thereafter, the petition be given due course and judgment be rendered as follows:

1. Making the injunction permanent.

2. Issuing a writ of mandatory injunction for the respondent Ex-Officio Sheriff to undo, revoke and cancel the Certificate of Sale issued and/or directing the Register of Deeds to undo, revoke and cancel the registration of

the Certificate of Sale and/or defer any consolidation of title in favor of respondent bank pending final resolution of this petition.

3. Reversing and setting aside the Decision of the Court of Appeals dated March 24, 2010 and Resolution dated August 5, 2010.[57] (Emphasis supplied.)

WHEREFORE, it is respectfully prayed of the Honorable Court that pending consideration and hearing on the principal reliefs herein prayed for, a Temporary Restraining order (TRO) and/or Writ of Preliminary Injunction be issued immediately restraining and/or stopping the defendants Ex-Officio Sheriff Atty. Jerry R. Toledo and Deputy Sheriff Paulo Jose N. Cusi from executing and issuing a final deed of sale in favor of the defendant bank and further ordering the defendant Registrar of Deeds of Paranaque City to hold in abeyance the registration of the final deed of sale and other documents of consolidation pending resolution of this Honorable Court. Plaintiffs pray for the following additional reliefs:

1. After hearing on the merits, the Real Estate Mortgage be declared and rescinded and/or null and void;
2. The Certificate of Sale [dated November 4, 2009] issued by the defendant Sheriffs and its subsequent registration on November 13, 2009 with the Registry of Deeds be declared null and void;
3. After due hearing, the preliminary injunction be declared permanent. x x x[58] (Emphases supplied.)

As illustrated above, there is a clear violation of the rules on forum-shopping, as the Court is being asked to grant substantially similar reliefs as those that may also be granted by the trial court, in the process creating a possibility of conflicting decisions.

We emphasize that the grave evil sought to be avoided by the rule against forum-shopping is the rendition by two competent tribunals of two separate and contradictory decisions.[59] To avoid any confusion, this Court adheres strictly to the rules against forum shopping, and any violation of these rules results in the dismissal of a case.[60] The acts committed and described herein can possibly constitute direct contempt.[61]

B. Petitioners did not report the filing of their Second Complaint within five (5) days, in violation of their undertaking to do so.

Aside from the fact that petitioners sought substantially similar reliefs from different courts, they likewise failed to disclose to this Court the filing of their Second Complaint within five (5) days from its filing, in violation of their previous undertaking to do so.[62]

Every litigant is required to notify the court of the filing or pendency of any other action or such other proceeding involving the same or similar action or claim within five (5) days of learning of that fact.[63] Petitioners claim that it was merely due to inadvertence that they failed to disclose the said filing within five (5) days, contrary to their undertaking. [64]

This Court is not inclined to accept this self-serving explanation. We cannot disregard the glaring fact that respondents had to call the attention of petitioners to the said requirement before the latter admitted that they had indeed filed their Second Complaint.

As previously established, petitioners have violated two (2) components of forum-shopping, more particularly: (1) petitioners willfully and deliberately went to different courts to avail themselves of multiple judicial remedies founded on similar facts and raising substantially similar reliefs, an act which may be punishable as direct contempt;[65] and (2) they did not comply with their undertaking to report the filing of the Second Complaint within five days from its filing. The latter action may also possibly be construed as a separate count for indirect

contempt.

While in a limited sense, petitioners have already been given the chance to rebut the prayer to hold them in contempt, We hereby provide sufficient avenue for them to explain themselves by requiring them to show cause, within fifteen (15) days, why they should not be held in direct and indirect contempt of court.

WHEREFORE, the instant Petition for Review filed by Spouses Daisy Arevalo and Socrates M. Arevalo is hereby DENIED. The Decision dated 24 March 2010 and Resolution dated 05 August 2010 issued by the Court of Appeals in CA-G.R. SP No. 110806 are AFFIRMED.

Accordingly, petitioners are required to SHOW CAUSE, within fifteen (15) days from receipt of this Decision, why they should not be held in contempt; more specifically: (a) for direct contempt of court—for availing of multiple judicial remedies founded on similar facts and raising substantially similar reliefs from different courts; and (b) for indirect contempt of court—for not complying with their undertaking to report the filing of the Second Complaint within five days from its filing.

SO ORDERED.

Carpio, (Chairperson), Brion, Perez, and Reyes, JJ., concur.

[1] Rollo, pp. 51-62.

[2] Rollo, p. 64.

[3] SC Administrative Matter No. 99-10-05-0 dated 20 February 2007. (Hereinafter, Procedure on Foreclosure).

[4] “No temporary restraining order or writ of preliminary injunction against the extrajudicial foreclosure of real estate mortgage shall be issued on the allegation that the interest on the loan is unconscionable, unless the debtor pays the mortgagee at least twelve percent per annum interest on the principal obligation as stated in the application for foreclosure sale, which shall be updated monthly while the case is pending.” (Sec. 2 of the Procedure on Foreclosure.)

[5] The Complaint for Nullification of Interests, Penalties and Other Charges, Specific Performance with Prayer for Preliminary Injunction, TRO and Damages dated 07 April 2009, docketed as Civil Case No. 09-0126, entitled Daisy M. Arevalo and Socrates M. Arevalo v. Planters Development Bank, Inc., then pending before Regional Trial Court of Parañaque City, Branch 258, was dismissed by virtue of an Order dated 27 October 2009; rollo, pp. 105-137, 231-236.

[6] Rollo, pp. 118-121.

[7] Rollo, p. 52.

[8] Rollo, p. 54.

[9] Order dated 24 April 2009; rollo, p. 139.

[10] Id.

[11] Id.

[12] Rollo, pp. 140-159.

[13] Rollo, p. 145.

[14] Id.

[15] Order dated 10 July 2009; rollo, pp. 98-100.

[16] Rollo, pp. 160-166.

[17] Order dated 24 August 2009; rollo, pp. 102-103.

[18] Docketed as CA-GR No. 110806, entitled Sps. Daisy Arevalo and Socrates Arevalo v. The Presiding Judge Branch 258, Regional Trial Court of Paranaque City; rollo, pp. 65-97.

[19] Rollo, p. 79.

[20] Order dated 27 October 2009; rollo, pp. 231-236.

[21] Docketed as CA-G.R. CV No. 94925, entitled Sps. Daisy & Socrates Arevalo v. Planters Development Bank, Notice of Appeal dated 08 March 2010; rollo, pp. 237-238 and Notice dated 28 September 2010; rollo, p. 239.

[22] Rollo, pp. 178-186.

[23] Rollo, pp. 60-61.

[24] Rollo, p. 60.

[25] Rollo, p. 64.

[26] Supra note 21.

[27] Rollo, pp. 290-299.

[28] Rollo, p. 8.

[29] Rollo, p. 27.

[30] Rollo, pp. 279-301.

[31] Id.

[32] Rollo, pp. 307-320.

[33] Rollo, pp. 334-347.

[34] Supra note 20.

[35] Tantoy, Sr. v. Hon. Judge Abrogar, 497 Phil. 615 (2005).

[36] Bustamante v. Court of Appeals, G.R. No. 126371, 17 April 2002, 381 SCRA 171.

[37] Golez v. Hon. Judge Leonidas, 194 Phil. 179 (1981).

[38] G.R. No. 177486, 21 December 2009, 608 SCRA 699.

[39] Id. at 703-705.

[40] Ley Construction & Development Corporation v. Hyatt Industrial Manufacturing Corporation, 393 Phil. 633 (2000).

[41] "Civil Case no. 10-0519 is anchored on an entirely distinct causes of action, one of which, is that despite the total approved loan was already annotated on petitioners' TCT No. 13168 pursuant to the real estate mortgage,

the respondent bank failed to release the full amount of loan to the petitioners on various pretexts, thus, a substantial portion of the consideration of the real estate mortgage was not released to petitioners resulting to their substantial prejudice. Thus, in Civil Case No. CV-09-0126 before Branch 258, petitioners prayed for Specific Performance for the release to the latter of the ₱602,013.93 which the respondent bank unjustifiably withheld from them, but instead proceeded with the extrajudicial foreclosure of the subject property.

Since fulfillment is rendered legally impossible by the extrajudicial foreclosure already conducted by the respondent bank, as in fact it may have already consolidated its title over petitioners property, petitioners availed themselves of the remedy provided, for under paragraph 2 of Article 1191 of the Civil Code, which states:

‘x x x He may also seek rescission, even after he has chosen fulfillment if the latter should become impossible.’” (Emphases supplied.) (Rollo, pp. 335-336.)

[42] Rollo, p. 319.

[43] CONSTITUTION, Art. VIII, Sec. 3.

[44] Guingona, Jr. v. Court of Appeals, 354 Phil. 415, 426 (1998).

[45] Id.

[46] Id.

[47] Province of North Cotabato v. Government of the Republic of the Philippines Peace Panel on Ancestral Domain (GRP), G.R. Nos. 183591, 183752, 183893 & 183591, 14 October 2008, 568 SCRA 402.

[48] Id.

[49] Sadang v. Court of Appeals, G.R. No. 140138, 11 October 2006, 504 SCRA 137.

[50] Rollo, pp. 285-288.

[51] Rollo, pp. 318, 340.

[52] Pilipino Telephone Corp. v. Radiomarine Network, Inc., G.R. No. 152092, 04 August 2010, 626 SCRA 702.

[53] Id.

[54] G.R. No. 182291, 22 September 2010, 631 SCRA 172.

[55] Id.

[56] Lim v. Vianzon, 529 Phil. 472 (2006).

[57] Rollo, pp. 41-42.

[58] Rollo, pp. 298-299.

[59] Guevara v. BPI Securities Corporation, G.R. No. 159786, 15 August 2006, 498 SCRA 613.

[60] Dy v. Mandy Commodities Co., Inc., G.R. No. 171842, 22 July 2009, 593 SCRA 440.

[61] “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 constitute 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. (Emphases supplied.)” (Rules of Court, Rule 7, Sec. 5.)

[62] Rollo, pp. 43, 317-319 and 341-343.

[63] Rules of Court, Rule 45, Sec. 4, in relation to Rule 42, Sec. 2; Rule 7, Sec. 5.

[64] Rollo, pp. 319 and 343.

[65] Rules of Court, Rule 7, Sec. 5; *Garcia v. Sandiganbayan*, G.R. No. 165835, 22 June 2005, 460 SCRA 600.

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