

PHILIP L. GO, PACIFICO Q. LIM AND ANDREW Q. LIM PETITIONERS, VS. DISTINCTION PROPERTIES DEVELOPMENT AND CONSTRUCTION, INC. RESPONDENT.

G.R. No. 194024. April 25, 2012

Ponente: MENDOZA, J.

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MENDOZA, J.:

Before the Court is a petition for review on certiorari under Rule 45 of the 1997 Rules of Civil Procedure assailing the March 17, 2010 Decision[1] and October 7, 2010 Resolution[2] of the Court of Appeals (CA) in CA-G.R. SP No. 110013 entitled “Distinction Properties Development & Construction, Inc. v. Housing Land Use Regulatory Board (NCR), Philip L. Go, Pacifico Q. Lim and Andrew Q. Lim.”

Factual and Procedural Antecedents:

Philip L. Go, Pacifico Q. Lim and Andrew Q. Lim (petitioners) are registered individual owners of condominium units in Phoenix Heights Condominium located at H. Javier/Canley Road, Bo. Bagong Ilog, Pasig City, Metro Manila.

Respondent Distinction Properties Development and Construction, Inc. (DPDCI) is a corporation existing under the laws of the Philippines with principal office at No. 1020 Soler Street, Binondo, Manila. It was incorporated as a real estate developer, engaged in the development of condominium projects, among which was the Phoenix Heights Condominium.

In February 1996, petitioner Pacifico Lim, one of the incorporators and the then president of DPDCI, executed a Master Deed and Declaration of Restrictions (MDDR)[3] of Phoenix Heights Condominium, which was filed with the Registry of Deeds. As the developer, DPDCI undertook, among others, the marketing aspect of the project, the sale of the units and the release of flyers and brochures.

Thereafter, Phoenix Heights Condominium Corporation (PHCC) was formally organized and incorporated. Sometime in 2000, DPDCI turned over to PHCC the ownership and possession of the condominium units, except for the two saleable commercial units/spaces:

- G/F Level BAS covered by Condominium Certificate of Title (CCT) No. 21030 utilized as the PHCC’s administration office, and
- G/F Level 4-A covered by CCT No. PT-27396/C-136-II used as living quarters by the building administrator.

Although used by PHCC, DPDCI was assessed association dues for these two units.

Meanwhile, in March 1999, petitioner Pacifico Lim, as president of DPDCI, filed an Application for Alteration of Plan[4] pertaining to the construction of 22 storage units in the spaces adjunct to the parking area of the building. The application, however, was disapproved as the proposed alteration would obstruct light and ventilation.

In August 2004, through its Board,[5] PHCC approved a settlement offer from DPDCI for the set-off of the latter's association dues arrears with the assignment of title over CCT Nos. 21030 and PT-27396/C-136-II and their conversion into common areas. Thus, CCT Nos. PT-43400 and PT-43399 were issued by the Registrar of Deeds of Pasig City in favor of PHCC in lieu of the old titles. The said settlement between the two corporations likewise included the reversion of the 22 storage spaces into common areas. With the conformity of PHCC, DPDCI's application for alteration (conversion of unconstructed 22 storage units and units GF4-A and BAS from saleable to common areas) was granted by the Housing and Land Use Regulatory Board (HLURB).[6]

In August 2008, petitioners, as condominium unit-owners, filed a complaint[7] before the HLURB against DPDCI for unsound business practices and violation of the MDDR. The case was docketed as REM- 080508-13906. They alleged that DPDCI committed misrepresentation in their circulated flyers and brochures as to the facilities or amenities that would be available in the condominium and failed to perform its obligation to comply with the MDDR.

In defense, DPDCI denied that it had breached its promises and representations to the public concerning the facilities in the condominium. It alleged that the brochure attached to the complaint was "a mere preparatory draft" and not the official one actually distributed to the public, and that the said brochure contained a disclaimer as to the binding effect of the supposed offers therein. Also, DPDCI questioned the petitioners' personality to sue as the action was a derivative suit.

After due hearing, the HLURB rendered its decision[8] in favor of petitioners. It held as invalid the agreement entered into between DPDCI and PHCC, as to the alteration or conversion of the subject units into common areas, which it previously approved, for the reason that it was not approved by the majority of the members of PHCC as required under Section 13 of the MDDR. It stated that DPDCI's defense, that the brochure was a mere draft, was against human experience and a convenient excuse to avoid its obligation to provide the facility of the project. The HLURB further stated that the case was not a derivative suit but one which involved contracts of sale of the respective units between the complainants and DPDCI, hence, within its jurisdiction pursuant to Section 1, Presidential Decree (P.D.) No. 957 (The Subdivision and Condominium Buyers' Protective Decree), as amended. The decretal portion of the HLURB decision reads:

WHEREFORE, in view of the foregoing, judgment is hereby rendered:

- Ordering respondent to restore/provide proper gym facilities, to restore the hallway at the mezzanine floor.
- Declaring the conversion/alteration of 22 storage units and Units GF4-A and BAS as illegal, and consequently, and ordering respondent to continue paying the condominium dues for these units, with interest and surcharge.
- Ordering the Respondent to pay the sum of Php998,190.70, plus interests and surcharges, as condominium dues in arrears and turnover the administration office to PHCC without any charges pursuant to the representation of the respondent in the brochures it circulated to the public with a corresponding credit to complainants' individual shares as members of PHCC entitled to such refund or reimbursements.
- Ordering the Respondent to refund to the PHCC the amount of Php1,277,500.00, representing the cost of the deep well, with interests and surcharges with a corresponding credit to complainants' individual shares as members of PHCC entitled to such refund or reimbursements.
- Ordering the Respondent to pay the complainants moral and exemplary damages in the amount of p10,000.00 and attorney's fees in the amount of p10,000.00.

All other claims and counterclaims are hereby dismissed accordingly.

IT IS SO ORDERED.[9]

Aggrieved, DPDCI filed with the CA its Petition for Certiorari and Prohibition[10] dated August 11, 2009, on the ground that the HLURB decision was a patent nullity constituting an act without or beyond its jurisdiction and that it had no other plain, speedy and adequate remedy in the course of law.

On March 17, 2010, the CA rendered the assailed decision which disposed of the case in favor of DPDCI as follows:

WHEREFORE, in view of the foregoing, the petition is GRANTED. Accordingly, the assailed Decision of the HLURB in Case No. REM-0800508-13906 is ANNULLED and SET ASIDE and a new one is entered DISMISSING the Complaint a quo.

IT IS SO ORDERED.[11]

The CA ruled that the HLURB had no jurisdiction over the complaint filed by petitioners as the controversy did not fall within the scope of the administrative agency's authority under P.D. No. 957. The HLURB not only relied heavily on the brochures which, according to the CA, did not set out an enforceable obligation on the part of DPDCI, but also erroneously cited Section 13 of the MDDR to support its finding of contractual violation.

The CA held that jurisdiction over PHCC, an indispensable party, was neither acquired nor waived by estoppel. Citing *Carandang v. Heirs of De Guzman*,[12] it held that, in any event, the action should be dismissed because the absence of PHCC, an indispensable party, rendered all subsequent actuations of the court void, for want of authority to act, not only as to the absent parties but even as to those present.

Finally, the CA held that the rule on exhaustion of administrative remedies could be relaxed. Appeal was not a speedy and adequate remedy as jurisdictional questions were continuously raised but ignored by the HLURB. In the present case, however, "[t]he bottom line is that the challenged decision is one that had been rendered in excess of jurisdiction, if not with grave abuse of discretion amounting to lack or excess of jurisdiction." [13]

Petitioners filed a motion for reconsideration[14] of the said decision. The motion, however, was denied by the CA in its Resolution dated October 7, 2010.

Hence, petitioners interpose the present petition before this Court anchored on the following

GROUND

(1)

THE COURT OF APPEALS ERRED IN HOLDING THAT THE HLURB HAS NO JURISDICTION OVER THE INSTANT CASE;

(2)

THE COURT OF APPEALS ALSO ERRED IN FINDING THAT PHCC IS AN INDISPENSABLE PARTY WHICH WARRANTED THE DISMISSAL OF THE CASE BY REASON OF IT NOT HAVING BEEN IMPEADED IN THE CASE;

(3)

THE COURT OF APPEALS HAS LIKEWISE ERRED IN RELAXING THE RULE ON NON-EXHAUSTION OF ADMINISTRATIVE REMEDIES BY DECLARING THAT THE APPEAL MAY NOT BE A SPEEDY AND ADEQUATE REMEDY WHEN JURISDICTIONAL QUESTIONS WERE CONTINUOUSLY RAISED BUT IGNORED BY THE HLURB; and

(4)

THAT FINALLY, THE COURT A QUO ALSO ERRED IN NOT GIVING DUE RESPECT OR EVEN FINALITY TO THE FINDINGS OF THE HLURB.[15]

Petitioners contend that the HLURB has jurisdiction over the subject matter of this case. Their complaint with the HLURB clearly alleged and demanded specific performance upon DPDCI of the latter's contractual obligation under their individual contracts to provide a back-up water system as part of the amenities provided for in the brochure, together with an administration office, proper gym facilities, restoration of a hallway, among others. They point out that the violation by DPDCI of its obligations enumerated in the said complaint squarely put their case within the ambit of Section 1, P.D. No. 957, as amended, enumerating the cases that are within the exclusive jurisdiction of the HLURB. Likewise, petitioners argue that the case was not a derivative suit as they were not suing for and in behalf of PHCC. They were suing, in their individual capacities as condominium unit buyers, their developer for breach of contract. In support of their view that PHCC was not an indispensable party, petitioners even quoted the dispositive portion of the HLURB decision to show that complete relief between or among the existing parties may be obtained without the presence of PHCC as a party to this case. Petitioners further argue that DPDCI's petition before the CA should have been dismissed outright for failure to comply with Section 1, Rule XVI of the 2004 Rules of Procedure of the HLURB providing for an appeal to the Board of Commissioners by a party aggrieved by a decision of a regional officer.

DPDCI, in its Comment,[16] strongly objects to the arguments of petitioners and insists that the CA did not err in granting its petition. It posits that the HLURB has no jurisdiction over the complaint filed by petitioners because the controversies raised therein are in the nature of "intra-corporate disputes." Thus, the case does not fall within the jurisdiction of the HLURB under Section 1, P.D. No. 957 and P.D. No. 1344. According to DPDCI, petitioners sought to address the invalidation of the corporate acts duly entered and executed by PHCC as a corporation of which petitioners are admittedly members of, and not the acts pertaining to their ownership of the units. Such being the case, PHCC should have been impleaded as a party to the complaint. Its non-inclusion as an indispensable party warrants the dismissal of the case. DPDCI further avers that the doctrine of exhaustion is inapplicable inasmuch as the issues raised in the petition with the CA are purely legal; that the challenged administrative act is patently illegal; and that the procedure of the HLURB does not provide a plain, speedy and adequate remedy and its application may cause great and irreparable damage. Finally, it claims that the decision of the HLURB Arbiter has not attained finality, the same having been issued without jurisdiction.

Essentially, the issues to be resolved are: (1) whether the HLURB has jurisdiction over the complaint filed by the petitioners; (2) whether PHCC is an indispensable party; and (3) whether the rule on exhaustion of administrative remedies applies in this case.

The petition fails.

Basic as a hornbook principle is that jurisdiction over the subject matter of a case is conferred by law and determined by the allegations in the complaint which comprise a concise statement of the ultimate facts constituting the plaintiff's cause of action. The nature of an action, as well as which court or body has jurisdiction over it, is determined based on the allegations contained in the complaint of the plaintiff, irrespective of whether or not the plaintiff is entitled to recover upon all or some of the claims asserted therein. The averments in the complaint and the character of the relief sought are the ones to be consulted. Once vested by the allegations in the complaint, jurisdiction also remains vested irrespective of whether or not the plaintiff is entitled to recover upon all or some of the claims asserted therein.[17] Thus, it was ruled that the jurisdiction of the HLURB to hear and decide cases is determined by the nature of the cause of action, the subject matter or property involved and the parties.[18]

Generally, the extent to which an administrative agency may exercise its powers depends largely, if not wholly,

on the provisions of the statute creating or empowering such agency.[19] With respect to the HLURB, to determine if said agency has jurisdiction over petitioners' cause of action, an examination of the laws defining the HLURB's jurisdiction and authority becomes imperative. P.D. No. 957,[20] specifically Section 3, granted the National Housing Authority (NHA) the "exclusive jurisdiction to regulate the real estate trade and business." Then came P.D. No. 1344[21] expanding the jurisdiction of the NHA (now HLURB), as follows:

SECTION 1. In the exercise of its functions to regulate the real estate trade and business and in addition to its powers provided for in Presidential Decree No. 957, the National Housing Authority shall have exclusive jurisdiction to hear and decide cases of the following nature:

- (a) Unsound real estate business practices;
- (b) Claims involving refund and any other claims filed by subdivision lot or condominium unit buyer against the project owner, developer, dealer, broker or salesman; and
- (c) Cases involving specific performance of contractual and statutory obligations filed by buyers of subdivision lot or condominium unit against the owner, developer, dealer, broker or salesman.

This provision must be read in light of the law's preamble, which explains the reasons for enactment of the law or the contextual basis for its interpretation.[22] A statute derives its vitality from the purpose for which it is enacted, and to construe it in a manner that disregards or defeats such purpose is to nullify or destroy the law.[23] P.D. No. 957, as amended, aims to protect innocent subdivision lot and condominium unit buyers against fraudulent real estate practices.[24]

The HLURB is given a wide latitude in characterizing or categorizing acts which may constitute unsound business practice or breach of contractual obligations in the real estate trade. This grant of expansive jurisdiction to the HLURB does not mean, however, that all cases involving subdivision lots or condominium units automatically fall under its jurisdiction. The CA aptly quoted the case of *Christian General Assembly, Inc. v. Ignacio*,[25] wherein the Court held that:

The mere relationship between the parties, i.e., that of being subdivision owner/developer and subdivision lot buyer, does not automatically vest jurisdiction in the HLURB. For an action to fall within the exclusive jurisdiction of the HLURB, the decisive element is the nature of the action as enumerated in Section 1 of P.D. 1344. On this matter, we have consistently held that the concerned administrative agency, the National Housing Authority (NHA) before and now the HLURB, has jurisdiction over complaints aimed at compelling the subdivision developer to comply with its contractual and statutory obligations.[26] [Emphases supplied]

In this case, the complaint filed by petitioners alleged causes of action that apparently are not cognizable by the HLURB considering the nature of the action and the reliefs sought. A perusal of the complaint discloses that petitioners are actually seeking to nullify and invalidate the duly constituted acts of PHCC - the April 29, 2005 Agreement[27] entered into by PHCC with DPDCI and its Board Resolution[28] which authorized the acceptance of the proposed offsetting/settlement of DPDCI's indebtedness and approval of the conversion of certain units from saleable to common areas. All these were approved by the HLURB. Specifically, the reliefs sought or prayers are the following:

- Ordering the respondent to restore the gym to its original location;
- Ordering the respondent to restore the hallway at the second floor;
- Declaring the conversion/alteration of 22 storage units and Units GF4-A and BAS as illegal, and consequently, ordering respondent to continue paying the condominium dues for these units, with interest and surcharge;

- Ordering the respondent to pay the sum of PHP998,190.70, plus interest and surcharges, as condominium dues in arrears and turnover the administration office to PHCC without any charges pursuant to the representation of the respondent in the brochures it circulated to the public;
- Ordering the respondent to refund to the PHCC the amount of PHP1,277,500.00, representing the cost of the deep well, with interests and surcharges;
- Ordering the respondent to pay the complainants moral/exemplary damages in the amount of PHP100,000.00; and
- Ordering the respondent to pay the complainant attorney's fees in the amount of PHP100,000.00, and PHP3,000.00 for every hearing scheduled by the Honorable Office.[29]

As it is clear that the acts being assailed are those of PHHC, this case cannot prosper for failure to implead the proper party, PHCC.

An indispensable party is defined as one who has such an interest in the controversy or subject matter that a final adjudication cannot be made, in his absence, without injuring or affecting that interest.[30] In the recent case of *Nagkakaisang Lakas ng Manggagawa sa Keihin (NLMK-OLALIA-KMU) v. Keihin Philippines Corporation*,[31] the Court had the occasion to state that:

Under Section 7, Rule 3 of the Rules of Court, "parties in interest without whom no final determination can be had of an action shall be joined as plaintiffs or defendants." If there is a failure to implead an indispensable party, any judgment rendered would have no effectiveness. It is "precisely 'when an indispensable party is not before the court (that) an action should be dismissed.' The absence of an indispensable party renders all subsequent actions of the court null and void for want of authority to act, not only as to the absent parties but even to those present." The purpose of the rules on joinder of indispensable parties is a complete determination of all issues not only between the parties themselves, but also as regards other persons who may be affected by the judgment. A decision valid on its face cannot attain real finality where there is want of indispensable parties.[32] (Underscoring supplied)

Similarly, in the case of *Plasabas v. Court of Appeals*,[33] the Court held that a final decree would necessarily affect the rights of indispensable parties so that the Court could not proceed without their presence. In support thereof, the Court in *Plasabas* cited the following authorities, thus:

"The general rule with reference to the making of parties in a civil action requires the joinder of all indispensable parties under any and all conditions, their presence being a sine qua non of the exercise of judicial power. (*Borlaza v. Polistico*, 47 Phil. 345, 348) For this reason, our Supreme Court has held that when it appears of record that there are other persons interested in the subject matter of the litigation, who are not made parties to the action, it is the duty of the court to suspend the trial until such parties are made either plaintiffs or defendants. (*Pobre, et al. v. Blanco*, 17 Phil. 156). x x x Where the petition failed to join as party defendant the person interested in sustaining the proceeding in the court, the same should be dismissed. x x x When an indispensable party is not before the court, the action should be dismissed. (*People, et al. v. Rodriguez, et al.*, G.R. Nos. L-14059-62, September 30, 1959) (sic)

"Parties in interest without whom no final determination can be had of an action shall be joined either as plaintiffs or defendants. (Sec. 7, Rule 3, Rules of Court). The burden of procuring the presence of all indispensable parties is on the plaintiff. (39 Amjur [sic] 885). The evident purpose of the rule is to prevent the multiplicity of suits by requiring the person arresting a right against the defendant to include with him, either as co-plaintiffs or as co-defendants, all persons standing in the same position, so that the whole matter in dispute may be determined once and for all in one litigation. (*Palarca v. Baginsi*, 38 Phil. 177, 178).

From all indications, PHCC is an indispensable party and should have been impleaded, either as a plaintiff or as a

defendant,[34] in the complaint filed before the HLURB as it would be directly and adversely affected by any determination therein. To belabor the point, the causes of action, or the acts complained of, were the acts of PHCC as a corporate body. Note that in the judgment rendered by the HLURB, the dispositive portion in particular, DPDCI was ordered (1) to pay P998,190.70, plus interests and surcharges, as condominium dues in arrears and turnover the administration office to PHCC; and (2) to refund to PHCC P1,277,500.00, representing the cost of the deep well, with interests and surcharges. Also, the HLURB declared as illegal the agreement regarding the conversion of the 22 storage units and Units GF4-A and BAS, to which agreement PHCC was a party.

Evidently, the cause of action rightfully pertains to PHCC. Petitioners cannot exercise the same except through a derivative suit. In the complaint, however, there was no allegation that the action was a derivative suit. In fact, in the petition, petitioners claim that their complaint is not a derivative suit.[35] In the cited case of *Chua v. Court of Appeals*,[36] the Court ruled:

For a derivative suit to prosper, it is required that the minority stockholder suing for and on behalf of the corporation must allege in his complaint that he is suing on a derivative cause of action on behalf of the corporation and all other stockholders similarly situated who may wish to join him in the suit. It is a condition sine qua non that the corporation be impleaded as a party because not only is the corporation an indispensable party, but it is also the present rule that it must be served with process. The judgment must be made binding upon the corporation in order that the corporation may get the benefit of the suit and may not bring subsequent suit against the same defendants for the same cause of action. In other words, the corporation must be joined as party because it is its cause of action that is being litigated and because judgment must be a *res adjudicata* against it. (Underscoring supplied)

Without PHCC as a party, there can be no final adjudication of the HLURB's judgment. The CA was, thus, correct in ordering the dismissal of the case for failure to implead an indispensable party.

To justify its finding of contractual violation, the HLURB cited a provision in the MDDR, to wit:

Section 13. Amendment. After the corporation shall have been created, organized and operating, this MDDR may be amended, in whole or in part, by the affirmative vote of Unit owners constituting at least fifty one (51%) percent of the Unit shares in the Project at a meeting duly called pursuant to the Corporation By Laws and subject to the provisions of the Condominium Act.

This citation, however, is misplaced as the above-quoted provision pertains to the amendment of the MDDR. It should be stressed that petitioners are not asking for any change or modification in the terms of the MDDR. What they are really praying for is a declaration that the agreement regarding the alteration/conversion is illegal. Thus, the Court sustains the CA's finding that:

There was nothing in the records to suggest that DPDCI sought the amendment of a part or the whole of such MDDR. The cited section is somewhat consistent only with the principle that an amendment of a corporation's Articles of Incorporation must be assented to by the stockholders holding more than 50% of the shares. The MDDR does not contemplate, by such provision, that all corporate acts ought to be with the concurrence of a majority of the unit owners.[37]

Moreover, considering that petitioners, who are members of PHCC, are ultimately challenging the agreement entered into by PHCC with DPDCI, they are assailing, in effect, PHCC's acts as a body corporate. This action, therefore, partakes the nature of an "intra-corporate controversy," the jurisdiction over which used to belong to the Securities and Exchange Commission (SEC), but transferred to the courts of general jurisdiction or the appropriate Regional Trial Court (RTC), pursuant to Section 5b of P.D. No. 902-A,[38] as amended by Section 5.2 of Republic Act (R.A.) No. 8799.[39]

An intra-corporate controversy is one which "pertains to any of the following relationships: (1) between the corporation, partnership or association and the public; (2) between the corporation, partnership or association and the State in so far as its franchise, permit or license to operate is concerned; (3) between the corporation, partnership or association and its stockholders, partners, members or officers; and (4) among the stockholders, partners or associates themselves." [40]

Based on the foregoing definition, there is no doubt that the controversy in this case is essentially intra-corporate in character, for being between a condominium corporation and its members-unit owners. In the recent case of *Chateau De Baie Condominium Corporation v. Sps. Moreno*, [41] an action involving the legality of assessment dues against the condominium owner/developer, the Court held that, the matter being an intra-corporate dispute, the RTC had jurisdiction to hear the same pursuant to R.A. No. 8799.

As to the alleged failure to comply with the rule on exhaustion of administrative remedies, the Court again agrees with the position of the CA that the circumstances prevailing in this case warranted a relaxation of the rule.

The doctrine of exhaustion of administrative remedies is a cornerstone of our judicial system. The thrust of the rule is that courts must allow administrative agencies to carry out their functions and discharge their responsibilities within the specialized areas of their respective competence. [42] It has been held, however, that the doctrine of exhaustion of administrative remedies and the doctrine of primary jurisdiction are not ironclad rules. In the case of *Republic of the Philippines v. Lacap*, [43] the Court enumerated the numerous exceptions to these rules, namely: (a) where there is estoppel on the part of the party invoking the doctrine; (b) where the challenged administrative act is patently illegal, amounting to lack of jurisdiction; (c) where there is unreasonable delay or official inaction that will irretrievably prejudice the complainant; (d) where the amount involved is relatively so small as to make the rule impractical and oppressive; (e) where the question involved is purely legal and will ultimately have to be decided by the courts of justice; (f) where judicial intervention is urgent; (g) where the application of the doctrine may cause great and irreparable damage; (h) where the controverted acts violate due process; (i) where the issue of non-exhaustion of administrative remedies has been rendered moot; (j) where there is no other plain, speedy and adequate remedy; (k) where strong public interest is involved; and (l) in quo warranto proceedings. [44] [Underscoring supplied]

The situations (b) and (e) in the foregoing enumeration obtain in this case.

The challenged decision of the HLURB is patently illegal having been rendered in excess of jurisdiction, if not with grave abuse of discretion amounting to lack or excess of jurisdiction. Also, the issue on jurisdiction is purely legal which will have to be decided ultimately by a regular court of law. As the Court wrote in *Vigilar v. Aquino*: [45]

It does not involve an examination of the probative value of the evidence presented by the parties. There is a question of law when the doubt or difference arises as to what the law is on a certain state of facts, and not as to the truth or the falsehood of alleged facts. Said question at best could be resolved only tentatively by the administrative authorities. The final decision on the matter rests not with them but with the courts of justice. Exhaustion of administrative remedies does not apply, because nothing of an administrative nature is to be or can be done. The issue does not require technical knowledge and experience but one that would involve the interpretation and application of law.

Finally, petitioners faulted the CA in not giving respect and even finality to the findings of fact of the HLURB. Their reliance on the case of *Dangan v. NLRC*, [46] reiterating the well-settled principles involving decisions of administrative agencies, deserves scant consideration as the decision of the HLURB in this case is manifestly not supported by law and jurisprudence.

Petitioners, therefore, cannot validly invoke DPDCI's failure to fulfill its obligation on the basis of a plain draft leaflet which petitioners were able to obtain, specifically Pacifico Lim, having been a president of DPDCI. To accord petitioners the right to demand compliance with the commitment under the said brochure is to allow them to profit by their own act. This, the Court cannot tolerate.

In sum, inasmuch as the HLURB has no jurisdiction over petitioners' complaint, the Court sustains the subject decision of the CA that the HLURB decision is null and void ab initio. This disposition, however, is without prejudice to any action that the parties may rightfully file in the proper forum.

WHEREFORE, the petition is DENIED.

SO ORDERED.

Velasco, Jr., (Chairperson), Peralta, Abad, and Perlas-Bernabe, JJ., concur.

[1] Rollo, pp. 37-52. Penned by Associate Justice Apolinario D. Bruselas, Jr. with Associate Justice Noel G. Tijam and Associate Justice Rodil V. Zalameda, concurring.

[2] Id. at 69-70.

[3] Id. at 103.

[4] Id. at 141.

[5] Id. at 144-145.

[6] Id. at 175.

[7] Annex "D" of Petition, id. at 71.

[8] Dated May 25, 2009, Annex "H" of Petition, id. at 189-194.

[9] Rollo, pp. 193-194.

[10] Annex "I" of Petition, id. at 195.

[11] Rollo, p. 52.

[12] G.R. No. 160347, November 29, 2006, 508 SCRA 469.

[13] Rollo, pp. 51-52.

[14] Annex "B" of Petition, id. at 53-67.

[15] Rollo, p. 12.

[16] Dated January 16, 2011, id. at 335-348.

[17] *City of Dumaguete v. Philippine Ports Authority*, G.R. No. 168973, August 24, 2011, citing *Gomez v. Montalban*, G.R. No. 174414, March 14, 2008, 548 SCRA 693, 705-706.

[18] *Peralta v. De Leon*, G.R. No. 187978, November 24, 2010, 636 SCRA 232, citing *De los Santos v. Sarmiento*, G.R. No. 154877, March 27, 2007, 519 SCRA 62, 73.

[19] *Peralta v. De Leon*, G.R. No. 187978, November 24, 2010, 636 SCRA 232, 242.

- [20] Regulating the Sale of Subdivision Lots and Condominiums, Providing Penalties for Violations Thereof.
- [21] Empowering the National Housing Authority to Issue Writ of Execution in the Enforcement of Its Decision under Presidential Decree No. 957.
- [22] *Lim v. Ruby Shelter Builders and Realty Development Corporation*, G.R. No. 182707, September 1, 2010, 629 SCRA 740, 743.
- [23] *Luzon Development Bank v. Enriquez*, G.R. Nos. 168646 & 168666, January 12, 2011, 639 SCRA 332, 337-338, citing *Pilipinas Kao, Inc. v. Court of Appeals*, 423 Phil. 834, 858 (2001).
- [24] *Id.* at 350, citing *Metropolitan Bank and Trust Company, Inc. v. SLGT Holdings, Inc.*, G.R. Nos. 175181-175182, 175354 & 175387-175388, September 14, 2007, 533 SCRA 516, 526.
- [25] G.R. No. 164789, August 27, 2009, 597 SCRA 266.
- [26] *Christian General Assembly, Inc. v. Ignacio*, G.R. No. 164789, August 27, 2009, 597 SCRA 266, 281-282, citing *Roxas v. Court of Appeals*, 439 Phil. 966, 976-977 (2002).
- [27] *Rollo*, pp. 89-91.
- [28] *Id.* at 144-145.
- [29] *Rollo*, pp. 76-77.
- [30] *Fort Bonifacio Development Corporation v. Hon. Sorongon*, G.R. No. 176709, May 8, 2009, 587 SCRA 613, 622-623, citing *Moldes v. Villanueva*, G.R. No. 161955, 31 August 2005, 48 SCRA 697, 707.
- [31] G.R. No. 171115, August 9, 2010, 627 SCRA 179.
- [32] *Nagkakaisang Lakas ng Manggagawa sa Keihin (NLMK-OLALIA-KMU) v. Keihin Philippines Corporation*, G.R. No. 171115, August 9, 2010, 627 SCRA 179, 186-187.
- [33] G.R. No. 166519, March 31, 2009, 582 SCRA 686.
- [34] Section 7, Rule 3, Rules of Court
- [35] *Rollo*, p. 20
- [36] 485 Phil. 644, 655-656 (2004).
- [37] *Id.* at 46.
- [38] Reorganization of the Securities and Exchange Commission with Additional Power and Placing the said Agency under the Administrative Supervision of the Office of the President.
- [39] The Securities Regulation Code.
- [40] *Yujuico v. Quiambao*, G.R. No. 168639, January 29, 2007, 513 SCRA 243, 254.
- [41] G.R. No. 186271, February 23, 2011.
- [42] *Universal Robina Corporation v. Laguna Lake Development Authority*, G.R. No. 191427, May 30, 2011, citing *Caballes v. Perez-Sison*, G.R. No. 131759, March 23, 2004, 426 SCRA 98.
- [43] G.R. No. 158253, March 2, 2007, 517 SCRA 255.
- [44] *Vigilar v. Aquino*, G.R. No. 180388, January 18, 2011, 639 SCRA 772, 777.

[45] G.R. No. 180388, January 18, 2011, 639 SCRA 772, 778, citing *Republic of the Philippines v. Lacap*, G.R. No. 158253, March 2, 2007, 517 SCRA 255.

[46] G.R. No. 63127-28, 212 Phil. 653 (1984).

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