

IRIS RODRIGUEZ, PETITIONER, V. YOUR OWN HOME DEVELOPMENT CORPORATION (YOHDC), RESPONDENT.

G.R. No. 199451. August 15, 2018

Ponente: LEONEN, J.

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LEONEN, J.:

This Petition for Review[1] assails the July 18, 2011 Decision[2] and November 23, 2011 Resolution[3] of the Court of Appeals in CA-G.R. CV No. 90297. The assailed Decision overturned the Regional Trial Court August 13, 2007 Decision,[4] which ordered Your Own Home Development Corporation (YOHDC) to pay Iris Rodriguez (Iris) P424,000.00. The assailed Resolution denied Iris' motion for reconsideration. Iris prays that this Court affirm the Regional Trial Court's Decision.

This case originated from a low-cost housing project in Occidental Mindoro, which YOHDC entered into with its partner, Archangel Corporation. Iris' husband, Tarcisius Rodriguez (Tarcisius), was hired as the project coordinator/manager.[5]

Tasked to find land suited for the project, Tarcisius found a property owned by Rosa Rosillas (Rosillas) and proceeded to negotiate with her. According to YOHDC, Rosillas agreed to sell the land for P1,200,000.00. However, Tarcisius misrepresented to the partner corporations that Rosillas had asked for P4,000,000.00 instead.[6]

Rosillas was paid P1,200,000.00 in two (2) installments on April 8, 1993 and May 14, 1993. Despite this, Tarcisius still requested for two (2) more checks in Rosillas' name, each for P500,000.00, insisting that the land was acquired for P4,000,000.00. Thus, YOHDC issued Metropolitan Bank and Trust Company (Metrobank) Check Nos. 1181043810 and 1181043843 (Rosillas' Checks).[7]

Aside from this, Tarcisius also requested for two (2) more checks to pay the surveyor of Rosillas' property, Engineer Senen Delos Reyes (Delos Reyes), in the amount of P254,400.00 each.[8] For this, YOHDC issued Metrobank Check Nos. 1181043813 and 1181043841 (Delos Reyes' Checks).[9]

Tarcisius received all four (4) checks. However, instead of delivering them to Rosillas and Delos Reyes, Tarcisius and his wife, Iris, (collectively, the Rodriguez Spouses), deposited two (2) checks—one of Rosillas' Checks and one of Delos Reyes' Checks—totaling P754,400.00 in their personal Bank of the Philippine Islands (BPI) Account No. 3293-0730-06. The other two (2) checks were deposited in the Rodriguez Spouses' other personal bank account, BPI Account No. 0065-0506-25.[10]

YOHDC eventually discovered the irregularities on Rosillas' and Delos Reyes' checks after it received reports of project anomalies, such as padding of expenses and overpricing. Upon investigation, it was found that the endorsement signatures on the checks of the intended payees, Rosillas and Delos Reyes, were different from those on file.[11] Moreover, while the checks were for two (2) different people—for Rosillas who lived in Bulacan and for Delos Reyes who was from Mindoro—they were deposited in the same BPI accounts.[12] It must be noted that

during this time, Iris worked as a bank teller at BPI. This prompted YO HDC to contact Rosillas and Delos Reyes regarding the checks. Both confirmed that they never received, endorsed, encashed, or deposited any of the four (4) checks.[13]

Hence, YO HDC demanded from Tarcisius the amount of the checks which he failed to return. Tarcisius then requested to settle YO HDC's claim by way of transferring properties. However, no settlement was reached with Tarcisius, so YO HDC pursued its claim against the banks.[14]

YO HDC first sought reimbursement from Metrobank, which advised it to direct its claim against BPI. BPI suggested that YO HDC course its documents through Metrobank. Pursuant to Metrobank's instructions, YO HDC submitted Rosillas' and Delos Reyes' Checks and affidavits to Metrobank, which, in turn, forwarded them to BPI.[15]

BPI then advised the Rodriguez Spouses to deposit the amount of P1,508,800.00 in their BPI bank account so that it could respond to YO HDC's complaint.[16]

The Rodriguez Spouses complied and deposited the amount of P1,508,800.00 in their BPI Account No. 3293-0994-39.[17] However, they requested BPI to suspend its action on YO HDC's claim and instructed it not to deduct the amount until they have clarified the matter.[18] BPI denied this request and sent Metrobank Special Clearing Receipt No. 065273 to reimburse the amounts of the four (4) checks totaling P1,508,000.00. Thereafter, Metrobank credited the amount to YO HDC.[19]

These events prompted the Rodriguez Spouses to file a Complaint for Damages against YO HDC, BPI, Metrobank, Rosillas, and Delos Reyes, among others.[20] The Rodriguez Spouses claimed that Rosillas' Checks were received by Rosillas' agent, Godofredo Syquioco (Syquioco).[21] As for Delos Reyes' Checks, the Rodriguez Spouses asserted that Delos Reyes received P424,000.00 from the proceeds of Metrobank Check Nos. 181043813 and 181043841. They claimed that all four (4) checks were encashed through BPI with the assistance of Iris.[22]

On August 13, 2007, the Regional Trial Court dismissed the case against Rosillas, Delos Reyes, Metrobank, and BPI.[23] However, it noted that in Delos Reyes' Answer dated July 9, 1995,[24] he admitted receiving portions of the proceeds of his Checks in the amount of P424,000.00.[25] Thus, based on the principle against unjust enrichment, it ordered YO HDC to reimburse the Rodriguez Spouses P424,000.00, representing the amount that Delos Reyes had received.[26] The dispositive portion of the Regional Trial Court August 13, 2007 Decision read:

WHEREFORE premises considered judgment is hereby rendered as follows[:]

- The case as against defendants ROSA ROSILLAS, SENEN DELOS REYES, METROBANK and BPI are hereby ordered DISMISSED;
- Defendant YOUR OWN HOME DEVELOPMENT CORPORATION is hereby ordered to pay plaintiffs the amount of Php 424,000.00 representing the amount already paid by plaintiffs to defendant Senen delos Reyes; and
- Defendant YOUR OWN HOME DEVELOPMENT CORPORATION to pay plaintiffs the amount of Php 50,000.00 as attorney's fees.
- Costs against the defendant YOUR OWN HOME DEVELOPMENT CORPORATION.

SO ORDERED.[27]

On appeal, the Court of Appeals modified in its July 18, 2011 Decision the Regional Trial Court August 13, 2007

Decision.[28]

It found that the principle against unjust enrichment did not apply. It did not lend credence to Delos Reyes' admission in his Answer regarding an Acknowledgement dated June 9, 1995, which he allegedly signed (Delos Reyes' Acknowledgement). It found that the document is a private document, the execution and authenticity of which were not proven as required by the rules of evidence.[29]

Instead, the Court of Appeals lent credence to the evidence presented by YOHDC, consisting of payment receipts to Delos Reyes, and Delos Reyes' duly notarized Affidavit dated March 14, 1995 (Delos Reyes' Affidavit),[30] which stated that he never received, encashed, or deposited the checks.[31]

The Court of Appeals further noted that assuming that P424,000.00 was given to Delos Reyes, it could not have been from Delos Reyes' Checks because the total value of Delos Reyes' Checks was P508,800.00.[32] It was not swayed by Tarcisius' explanation that the difference between the two (2) amounts was used for extra-legal expenses for the title's issuance. It concluded that if the amount was for that purpose, it should not have been added to the checks to be paid to Delos Reyes.[33]

It also noted that the numbers of the checks claimed to have been encashed by the Rodriguez Spouses for Delos Reyes and Rosillas were different from Delos Reyes' and Rosillas' Checks.[34] The Rodriguez Spouses claimed that the checks for Rosillas were Metrobank Check Nos. 081043810 and 08143843, instead of 1181043810 and 1181043843, and that the checks for Delos Reyes were Metrobank Check Nos. 181043813 and 181043841, instead of 1181043813 and 1181043841.[35]

Thus, the Court of Appeals found that YOHDC was not liable to the Rodriguez Spouses for P424,000.00 as well as attorney's fees:[36]

WHEREFORE, premises considered, the Decision dated August 13, 2007 of the Regional Trial Court of the City of Parañaque, Branch 259, in Civil Case No. 95-0131, is MODIFIED. Your Own Home Development Corporation is not liable to the Spouses Tarcisius and Iris Rodriguez in the amount of PhP 424,000.00 and it is not also liable to the latter for attorney's fees. No pronouncement as to costs.

SO ORDERED. [37]

Meanwhile, Iris alleged that Tarcisius passed away during the course of the proceedings.[38]

Iris filed a Motion for Reconsideration[39] of the Court of Appeals July 18, 2011 Decision.

However, her motion was denied in the Court of Appeals November 23, 2011 Resolution.[40]

Hence, she filed the instant Petition before this Court on January 25, 2012.[41]

She argues that in Delos Reyes' Answer filed with the Regional Trial Court, he admitted the existence of his Acknowledgment and receipt of the amount of P424,000.00. She also points out that there is no substantial disparity between the numbers of Delos Reyes' Checks and the numbers of the checks stated in Delos Reyes' Acknowledgment.[42]

She claims that the subsequent execution of his July 9, 1995 Answer and of his June 9, 1995 Acknowledgment constitutes an abandonment of his March 14, 1995 Affidavit, where he denied the receipt or encashment of his Checks.[43]

She raises unjust enrichment, arguing that the payment to Delos Reyes of P424,000.00 was at her expense, since she had no obligation to pay him, and it was YOHDC who was bound to pay him for his services.[44]

In its Comment,[45] YOHC asserts that in arguing that Delos Reyes was paid P424,000.00, Iris raised a question of fact, which is not proper in a petition for review on certiorari.[46]

Furthermore, YOHC claims that it is undisputed that the four (4) checks were not endorsed, encashed, deposited, or transacted by Rosillas or Delos Reyes to BPI. BPI even admitted that it was Iris who deposited or negotiated the checks to it as a second endorsement, without authority from the bank.[47]

YOHC also contends that Delos Reyes never appeared in court to confirm or prove the allegations in his Answer. It asserts that Delos Reyes' Answer is of doubtful source because it is not signed by counsel, and seems to be part of Tarcisius' grand scheme to cover up his misappropriation.[48]

Assuming it was filed by Delos Reyes, his Answer did not expressly admit the allegations in his Acknowledgment[49] or the truth of its contents.[50] He only admitted the existence of his Acknowledgment.[51]

In any case, the Answer is not binding on YOHC because "[a]n admission by a co-defendant is not an admission by the other defendant." [52]

YOHC also contends that Iris' complaint did not attach a copy of Rosillas' and Delos Reyes' Checks. Thus, Delos Reyes could not have admitted the real and correct checks because he had nothing to admit.[53]

It further avers that the checks mentioned by Delos Reyes in his Acknowledgment are different from his Checks. Hence, assuming there were payments made by the Rodriguez Spouses to Delos Reyes, they did not come from Delos Reyes' Checks. In any case, YOHC posits that it should be Delos Reyes who should explain the disparity. However, the evidence was offered without explanation from Delos Reyes or Iris during trial. The belated explanations are, therefore, without factual basis.[54]

YOHC also suggests that it was Tarcisius who prepared Delos Reyes' Acknowledgment or, at the very least, supplied the check numbers. It submits that the check numbers in Delos Reyes' Acknowledgment are the same check numbers in the Rodriguez Spouses' complaint. It also points out that the "typing" in Delos Reyes' Acknowledgment is the same typing in Syquioco's Affidavit,[55] where Rosillas' Checks were also typed as Check Nos. 081043810 and 081043843, instead of 1181043810 and 1181043843. It stresses that this is how the Rodriguez Spouses also typed the check numbers of Rosillas.[56]

It maintains that the figures are not mere typographical errors, but are deliberately done by Tarcisius. It argues that it is unlikely that the mistakes in the Rodriguez Spouses' complaint were also committed by Delos Reyes and Syquioco. Thus, it is tainted with fraud and manipulation, and its integrity cannot be relied upon.[57] YOHC avers that the Rodriguez Spouses created the confusion so that if it is established that Delos Reyes did not receive the proceeds of the subject checks, they still cannot be charged with falsification or perjury.[58]

It likewise insists that Delos Reyes would not have been able to determine for sure that any amount he received from Tarcisius are proceeds of his Checks because he was not the one who encashed or deposited them.[59] It was Iris who deposited Delos Reyes' Checks in her BPI account in Parañaque City. Delos Reyes lived in Occidental Mindoro and there is no showing that he was in Parañaque when the checks were deposited in Iris' BPI Account.[60]

YOHC reiterates the Court of Appeals' ruling that if P424,000.00 was really the amount intended for Delos Reyes, his Checks would have been issued in that amount, not in the amount of P508,000.00. Moreover, Delos Reyes' Checks would have been given directly to Delos Reyes himself, instead of being deposited in Iris' account.[61]

It also points out that in Delos Reyes' Affidavit, he categorically stated that he did not receive, deposit, encash, or

endorse his Checks, or receive their proceeds.[62]

YOHDC maintains that it has clearly shown that it was the party that directly paid for Delos Reyes' services. It suggests that assuming Tarcisius paid for Delos Reyes' services, it is likely that Tarcisius took it from the numerous unliquidated advances he obtained from YOHDC's joint venture with Archangel Corporation. All other expenses were paid by YOHDC.[63]

YOHDC denied that it has been unjustly enriched. It argues that reimbursement is proper considering that it was proven that the Rodriguez Spouses did not give the checks to the payees, but instead forged the latter's signatures, deposited the checks in their own accounts, and withdrew the amounts for their personal use. It argues that if there is overpayment to Delos Reyes, Iris should have pursued her claim with him.[64]

Iris filed her Reply where she maintains that she is not disputing the facts, but merely questioning the conclusion drawn from it. She argues that it is clear from the undisputed facts and admitted evidence that Delos Reyes received P424,000.00, as he expressly admitted in his Answer. She maintains that the differences in the check numbers are mere typographical errors. She reiterates that Delos Reyes' March 14, 1995 Affidavit was executed before his July 9, 1995 Answer, which, being more recent, is controlling. Hence, Delos Reyes' allegations in his March 14, 1995 Affidavit must be deemed abandoned. Moreover, the Answer was neither controverted by YOHDC nor shown to be a falsity. Thus, the admissions in it must be lent credence. YOHDC being spared from paying P424,000.00 at the expense of Iris amounts to unjust enrichment.[65]

The sole issue for this Court's resolution is whether or not Your Own Home Development Corporation is liable to Iris Rodriguez for P424,000.00 based on the principle of unjust enrichment.

This Court denies the Petition.

I

In the first place, Iris raised a factual issue which is not proper in a Petition for Review on Certiorari.

Rule 45, Section 1 of the Rules of Court states:

Section 1. Filing of petition with Supreme Court. — A party desiring to appeal by certiorari from a judgment or final order or resolution of the Court of Appeals, the Sandiganbayan, the Regional Trial Court or other courts whenever authorized by law, may file with the Supreme Court a verified petition for review on certiorari. The petition shall raise only questions of law which must be distinctly set forth. (Emphasis supplied)

This Court does not review factual findings in Rule 45 Petitions. It only entertains questions of law—those which ask to resolve which law applies on a given set of facts.[66] It does not rule on questions which determine "the truth or falsehood of alleged facts." [67]

In *Spouses Miano v. Manila Electric Co.*: [68]

The Rules of Court states that a review of appeals filed before this Court is "not a matter of right, but of sound judicial discretion." The Rules of Court further requires that only questions of law should be raised in petitions filed under Rule 45 since factual questions are not the proper subject of an appeal by certiorari. It is not this Court's function to once again analyze or weigh evidence that has already been considered in the lower courts.[69] (Emphasis supplied, citations omitted)

The question of whether Delos Reyes has been paid the amount of P424,000.00 is a question of fact. It does not simply ask to resolve which law properly applies given the set of facts in this case. It requires a review of the evidence and the determination of the truth or falsity of the parties' allegations. Clearly, Iris is raising a question

of fact which is not proper in the instant Petition for Review on Certiorari.

II

In any case, the Court of Appeals rightfully lent more credence to Delos Reyes' Affidavit, which stated:

AFFIDAVIT

I, SENEN DE LOS REYES, of legal age, Filipino, married/single and a resident of San Jose, Occ. Mindoro, after having been sworn in accordance with law, do hereby depose and state that:

1. I am the Geodetic Engineer who was contracted to do the land survey for the Joint Venture Project of Your Own Home Development Corporation (YOHDC) and Archangel Development Corporation (ADC) in San Jose, Occidental, Mindoro;
2. Sometime during the first week of March 1995, I was confronted by the President of YOHDC. Mr. Yadollah N. Sichani, about its two (2) Metrobank (Pasong Tamo Branch) Checks with Nos. 1181043813 and 1181043841 which they issued in my favor to pay for my services;
3. After examining the said checks, I realized that these checks were already encashed through a deposit at BPI-Paranaque Branch;
4. However, I deny having received these checks and further deny having encashed or deposited these checks with the BPI-Paranaque Branch, as I do not maintain any account from the said bank, and neither have I deposited or encashed the same checks with the Metrobank, in any manner whatsoever, more so, I could not have signed the indorsements thereon, and the signatures appearing at the back thereof as indorsements are not my signature[s].[70] (Emphasis supplied)

On the other hand, Delos Reyes' Answer stated:

1. That herein defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in the complaint from paragraphs 1.0 to 9.6 inclusive, hence, he specifically denies the same except to the allegations in the last sentence of paragraph 2.3 in so far as the existence of ANNEX "D-1" referring to the acknowledgement receipt and the last paragraph of paragraph 2.5 as far as the receipt of the amount of P424,000.00[.][71] (Emphasis supplied)

The last sentence of paragraph 2.3 of the Rodriguez Spouses' Complaint stated:

[Rosillas] acknowledged receipt of P1,200,000.00 and P2,400,000.00 through her authorized agent Mr. Fred Syquioco to pay all expenses attendant to the sale transaction including taxes, disturbance compensation and related tenancy problems, commissions and other extra-legal expenses. (Attached and marked Annex "D & D-1" are the acknowledgement receipts of Rosa Rosillas and Senen de los Reyes).[72] (Emphasis supplied)

Annex "D-1" refers to Delos Reyes' Acknowledgement, which stated:

TO WHOM IT MAY CONCERN:

I, SENEN M. DELOS REYES, of San Jose, Occidental Mindoro and the Geodetic Engineer engaged to do the subdivision survey and titling of Bahayang San Jose Project, San Jose, Occ. Mindoro, hereby state that I have received the Total amount of FOUR HUNDRED TWENTY[-]FOUR THOUSAND (P424,000.00) PESOS a portion of the proceeds of [Metrobank] cheques 181043813 and 181043841 from Mr. Titus R. Rodriguez representing partial payment for services for the said project.[73]

Paragraph 2.5(2) of the Rodriguez Spouses' Complaint stated:

Defendant Senen de los Reyes received the sum of P424,000 as represented by Metrobank Check No. 181043813 and Metrobank Check No. 181043841.[74]

The Regional Trial Court found that Delos Reyes had been paid P424,000.00. Thus, YO HDC must reimburse Iris this amount.[75] However, the Court of Appeals ruled that Iris was not entitled to the reimbursement.[76]

This Court affirms the ruling of the Court of Appeals and gives more credence to Delos Reyes' Affidavit, which is a public document.

A notarized document is presumed valid, regular, and genuine. It carries evidentiary weight with respect to its due execution.[77] As such, it need not be proven authentic before it is admitted into evidence. On its face, it is entitled to full faith and credit, and is deemed to be in full force and effect.[78]

A notarized Deed of Absolute Sale has in its favor the presumption of regularity, and it carries the evidentiary weight conferred upon it with respect to its due execution. It is admissible in evidence without further proof of its authenticity and is entitled to full faith and credit upon its face.[79] (Citations omitted)

To nullify a notarized document on account of flaws and defects, there must be a strong, complete, and conclusive proof of its falsity. The required quantum of proof is a clear, strong, and convincing evidence:

Thus, a notarial document must be sustained in full force and effect so long as he who impugns it does not present strong, complete and conclusive proof of its falsity or nullity on account of some flaws or defects.

Absent evidence of falsity so clear, strong and convincing, and not merely preponderant, the presumption of regularity must be upheld. The burden of proof to overcome the presumption of due execution of a notarial document lies on the party contesting the same.[80] (Citations omitted)

In *Rufina Patis Factory v. Alusitain*,[81] this Court ruled that to contradict statements in a notarial document, there must be clear, convincing and more than merely preponderant evidence against it. A subsequent notarial document retracting the previous statement is not even sufficient:

No doubt, admissions against interest may be refuted by the declarant. It bears stressing, however, that Alusitain's Affidavit of Separation filed with the SSS is a notarial document, hence, prima facie evidence of the facts expressed therein.

Since notarial documents have in their favor the presumption of regularity, to contradict the facts stated therein, there must be evidence that is clear, convincing and more than merely preponderant.

Alusitain explains through his subsequent sworn statement that he only executed these two documents in order to obtain his retirement benefits from the SSS. His daughter, also by sworn statement, corroborates his explanation. His position does not persuade.

In order for a declarant to impugn a notarial document which he himself executed, it is not enough for him to merely execute a subsequent notarial document. What the law requires in order to contradict the facts stated in a notarial document is clear and convincing evidence. The subsequent notarial documents executed by respondent and his daughter fall short of this standard.

The case of *Reyes v. Zaballero* is instructive. In said case, the creditor executed on December 1, 1944 a notarial document stating that he was releasing a real estate mortgage as the debtor had already paid his debt. On even date, the creditor subsequently executed an affidavit without the debtor's knowledge stating that he had accepted the payment under protest and "obligado por las circunstancias actuales." This Court held that the creditor's statement in his affidavit that he received the money "obligado por las circunstancias actuales" is self-serving evidence.[82] (Emphasis in the original and supplied, citations omitted)

The rationale for this rule is to maintain public confidence in the integrity of notarized documents.[83]

In contrast, private documents must first be authenticated before they could be admitted in evidence. To establish their authenticity, the best proof available must be presented. In *Salas v. Sta. Mesa Market Corp.*,[84]

Whether a document is public or private is relevant in determining its admissibility as evidence. Public documents are admissible in evidence even without further proof of their due execution and genuineness. On the other hand, private documents are inadmissible in evidence unless they are properly authenticated. Section 20, Rule 132 of the Rules of Court provides:

Section 20. Proof of private documents. Before any private document offered as authentic is received in evidence, its due execution and authenticity must be proved either:

- By anyone who saw the document executed or written; or
- By evidence of the genuineness of the signature or handwriting of the maker.

Any other private document need only be identified as that which it is claimed to be.

....

During authentication in court, a witness positively testifies that a document presented as evidence is genuine and has been duly executed or that the document is neither spurious nor counterfeit nor executed by mistake or under duress. In this case, petitioner merely presented a memorandum attesting to the increase in the corporation's monthly market revenue, prepared by a member of his management team. While there is no fixed criterion as to what constitutes competent evidence to establish the authenticity of a private document, the best proof available must be presented. The best proof available, in this instance, would have been the testimony of a representative of [Sta. Mesa Market Corp.]'s external auditor who prepared the audited financial statements. Inasmuch as there was none, the audited financial statements were never authenticated.[85] (Emphasis supplied, citations omitted)

However, authentication may not be necessary where the document's genuineness and due execution were admitted by the adverse party.

In *Chua v. Court of Appeals*: [86]

Our rule on evidence provides the procedure on how to present documentary evidence before the court, as follows: firstly, the document should be authenticated and proved in the manner provided in the rules of court; secondly, the document should be identified and marked for identification; and thirdly, it should be formally offered in evidence to the court and shown to the opposing party so that the latter may have an opportunity to object thereon.

The authentication and proof of documents are provided in Sections 20 to 24 of Rule 132 of the Rules of Court. Only private documents require proof of their due execution and authenticity before they can be received in evidence. This may require the presentation and examination of witnesses to testify on this fact. When there is no proof as to the authenticity of the writer's signature appearing in a private document, such private document may be excluded. On the other hand, public or notarial documents, or those instruments duly acknowledged or proved and certified as provided by law, may be presented in evidence without further proof, the certificate of acknowledgment being prima facie evidence of the execution of the instrument or document involved. There is also no need for proof of execution and authenticity with respect to documents the genuineness and due execution of which are admitted by the adverse party. These admissions may be found in the pleadings of the parties or in the case of an actionable document which may arise from the failure of the adverse party to specifically deny under oath the genuineness and due execution of the document in his pleading.

After the authentication and proof of the due execution of the document, whenever proper, the marking for identification and the formal offer of such documents as evidence to the court follow.[87] (Citations omitted)

However, this rule presents a caveat in that the admission of the document's authenticity must be categorical:

Nevertheless, petitioner insists on the application of an exception to this rule: authentication is not necessary where the adverse party has admitted the genuineness and due execution of a document. The fact, however, was that nowhere in his testimony did Amado Domingo categorically admit the authenticity of the copies of the audited financial statements. He only testified that [Sta. Mesa Market Corp.] regularly submitted its audited financial statements to the BIR and SEC. There was never any admission that the documents presented by petitioner were true or faithful copies of those submitted to the BIR and the SEC.[88] (Citations omitted)

In the case at bar, Delos Reyes' Acknowledgement is a private document. Thus, for Iris to rely on it, she must have first proven its genuineness and authenticity by presenting the best proof available. As such, she should have presented Delos Reyes to testify on its genuineness and due execution. However, Iris merely relied on Delos Reyes' Answer and Acknowledgement on their faces. Delos Reyes neither appeared in court to attest to the allegations of his Acknowledgement or to explain his Answer, nor presented as Iris' witness.[89]

Assuming that the statements in Delos Reyes' Answer are binding admissions, these admissions only pertain to the existence of his Acknowledgment. He neither categorically stated its genuineness and authenticity, nor admitted its allegations. Moreover, while he admitted the receipt of P424,000.00, he excluded from his admission that it was from the Metrobank checks stated in the Rodriguez Spouses' Complaint. Thus, the amount he received cannot be assumed to have been from the proceeds of his Checks or that it was payment made to him on behalf of YO HDC as these claims must still be proven.

Moreover, this Court notes that Delos Reyes never denied his notarized Affidavit's allegations even though his Acknowledgement's allegations are inconsistent with them.

Hence, this Court assumes that the Acknowledgement is in the nature of a retraction. This Court has consistently held that retractions are looked upon with disfavor because of its unreliable nature and the likely probability that it may again be repudiated.

Again, in *Rufina Patis Factory*: [90]

Lastly, while it is evident that Alusitain's subsequent sworn statement is in the nature of a retraction of his May 22, 1991 Affidavit of Separation, such retraction does not necessarily negate the affidavit. For retractions are generally unreliable and looked upon with considerable disfavor by the courts as they can easily be fabricated. Thus, before accepting a retraction, it is necessary to examine the circumstances surrounding it and possible motives for reversing the previous declaration, as these motives may not necessarily be in consonance with the truth. To automatically adopt them hook, line and sinker would allow unscrupulous individuals to throw wide open the doors to fraud.

In the case at bar, Alusitain's retraction is highly suspect. Other than his bare and self-serving allegations and the sworn statement of his daughter which, as reflected above, cannot be relied upon, he has not shown any scintilla of evidence that he was employed with petitioner Rufina Patis Factory at the time R.A. 7641 took effect. He did not produce any documentary evidence such as pay slips, income tax return, his identification card, or any other independent evidence to substantiate his claim.

While the NLRC and its Labor Arbiters are not bound by technical rules of procedure and evidence in the adjudication of cases, this should not be construed as a license to disregard fundamental rules on evidence in proving one's allegations.[91] (Emphasis supplied, citations omitted) The rationale for this ruling stems from retractions being easily obtained from witnesses through intimidation or monetary consideration.

In *People v. Deauna*:^[92]

The Separate Opinion of Mr. Justice Reynato S. Puno in *Alonte v. Savellano* explains the rationale for rejecting recantations in these words:

"Mere retraction by a witness or by complainant of his or her testimony does not necessarily vitiate the original testimony or statement, if credible. The general rule is that courts look with disfavor upon retractions of testimonies previously given in court. . . . The reason is because affidavits of retraction can easily be secured from poor and ignorant witnesses, usually through intimidation or for monetary consideration. Moreover, there is always the probability that they will later be repudiated and there would never be an end to criminal litigation. It would also be a dangerous rule for courts to reject testimonies solemnly taken before courts of justice simply because the witnesses who had given them later on changed their minds for one reason or another. This would make solemn trials a mockery and place the investigation of the truth at the mercy of unscrupulous witnesses."

To be sure, recantations made by witnesses must be viewed with utmost caution and circumspection, because the motivations behind them may not necessarily be in consonance with the truth. Moreover, to automatically uphold them in any form would allow unscrupulous witnesses to trifle with the legal processes and make a mockery of established judicial proceedings, to the detriment of the entire justice system.^[93] (Citation omitted)

Thus, retractions must not be believed right away. It is important to consider a witness' surrounding circumstances and motives for changing his or her stance. In *Philippine National Bank v. Gregorio*:^[94]

We concur with the NLRC's appreciation of the affidavits of retraction. We have often repeated that "[j]ust because one has executed an affidavit of retraction does not imply that what has been previously said is false or that the latter is true." The reliability of an affidavit of retraction is determined in the same manner that the reliability of any other documentary evidence is ascertained. In particular, it is necessary to examine the circumstances surrounding it. In the case of Villar's affidavit of retraction, we note that this has never been identified and authenticated. Thus, its weight as evidence is highly suspect. As to Rebollo's alleged affidavit of retraction, a reading of its contents, as correctly pointed out by the NLRC, reveals that Rebollo in fact affirmed Gregorio's participation in the lending activities within PNB Sucat when she said in this affidavit that Gregorio introduced her to a certain Realina Ty who became her borrower.^[95] (Emphasis supplied, citation omitted)

There must be a comparison of the two (2) testimonies and the general rules of evidence must still be applied:

2. Where a witness testifies for the prosecution and retracts his or her testimony and subsequently testifies for the defense, the test in determining which testimony to believe is one of comparison coupled with the application of the general rules of evidence, as enunciated in *People v. Ubina*, where the Court said:

The testimony of Ruben Francisco for the prosecution is claimed to be unworthy of credit because later on he testified for the defense, declaring that all he had stated against the defendants is not true ...

The theory of the defense that Francisco's previous testimony is false, as he subsequently declared it to be so, is as illogical as it is dangerous. Merely because a witness says that what he had declared is false and that what he now says is true, is not sufficient ground for concluding that the previous testimony is false. No such reasoning has ever crystallized into a rule of credibility. The rule is that a witness may be impeached by a previous contradictory statement (Rule 123, section 91); not that a previous testimony is presumed to be false merely because a witness now says that the same is not true. The jurisprudence of this Court has always been otherwise, i.e. that contradictory testimony given subsequently does not necessarily discredit the previous testimony if the contradictions are satisfactorily explained. We have also held that if a previous confession of an accused were to be rejected simply because the latter subsequently makes another confession, all that an accused would do to acquit himself would be to make another confession out of harmony with the previous one. Similarly, it would be a dangerous rule for courts to reject testimonies solemnly taken before courts of

justice simply because the witnesses who had given them later on change their mind for one reason or another, for such rule would make solemn trials a mockery and place the investigation of truth at the mercy of unscrupulous witnesses. If Francisco says that when he testified for the prosecution he was paid P700, what can prevent the court from presuming that subsequently he testified for the defense because the defendants also paid him to testify for them? The rule should be that a testimony solemnly given in court should not be lightly set aside and that before this can be done, both the previous testimony and the subsequent one be carefully compared, the circumstances under which each given carefully scrutinized, the reasons or motives for the change carefully scrutinized — in other words, all the expedients devised by man to determine the credibility of witnesses should be utilized to determine which of the contradictory testimonies represents the truth.[96] (Citations omitted)

In the case at bar, considering the evidence presented by the parties, this Court hesitates to accord Delos Reyes' retraction any weight or credibility.

This Court is not bound by Delos Reyes' alleged admission in his Answer. In *Atillo III v. Court of Appeals*: [97]

Granting arguendo that LHUILLIER had in fact made the alleged admission of personal liability in his Answer, We hold that such admission is not conclusive upon him. Applicable by analogy is our ruling in the case of *Gardner vs. Court of Appeals* which allowed a party's testimony in open court to override admissions he made in his answer. Thus:

"The fact, however, that the allegations made by Ariosto Santos in his pleadings and in his declarations in open court differed will not militate against the findings herein made nor support the reversal by respondent court. As a general rule, facts alleged in a party's pleading are deemed admissions of that party and are binding upon it, but this is not an absolute and inflexible rule. An answer is a mere statement of fact which the party filing it expects to prove, but it is not evidence. As ARIOSTO SANTOS himself, in open court, had repudiated the defenses he had raised in his ANSWER and against his own interest, his testimony is deserving of weight and credence. Both the Trial Court and the Appellate Court believed in his credibility and we find no reason to overturn their factual findings thereon."

Prescinding from the foregoing, it is clear that in spite of the presence of judicial admissions in a party's pleading, the trial court is still given leeway to consider other evidence presented. This rule should apply with more reason when the parties had agreed to submit an issue for resolution of the trial court on the basis of the evidence presented....[98] (Emphasis in the original, citation omitted)

In *L.C. Ordonez Construction v. Nicdao*, [99] this Court lent credence to respondent Imelda Nicdao's notarized affidavit although it contained allegations inconsistent with those in her complaint and position paper.

To support their argument, petitioners point out that Nicdao's claim as to the date of her employment should not be believed as she has lost her credibility when she made inconsistent statements regarding the date of her employment as stated in her Affidavit dated January 21, 1994 stating that she was employed in August 1991, as opposed to the date of employment stated as June 1985 in her complaint and position paper.

On this point, the Court rules in favor of petitioner. Indeed, even if petitioners were not able to present any employment records, respondent Nicdao's Affidavit dated January 21, 1994 submitted to the Labor Arbiter in support of her complaint for illegal dismissal militates against her for it stated that "I am a regular employee of respondent Ordonez, having been employed on [sic] August 1991, ..."

....

The burden of proof rests upon respondent Nicdao since she is the party claiming entitlement to separation pay and other employee benefits computed from 1985. However, Nicdao herself made an admission against her own interest by stating in her affidavit that she was employed only in August 1991. Nicdao did not even

present any explanation for the variance between the date of employment stated in her affidavit as against the date stated in her complaint and position paper. Nor has she presented any other evidence to overturn the statement in her own affidavit that she was employed only in August 1991. Having made such an admission against her interest, Nicdao's statement in her affidavit freed petitioners from the burden of presenting evidence, i.e., the employment records, to prove their assertion in their position paper that they only employed Nicdao in May 1989.[100] (Emphasis supplied, citations omitted)

In the case at bar, assuming Delos Reyes' Acknowledgement is genuine, he provided no satisfactory explanation for his contradictory statements in his Affidavit. He did not appear in court to clarify the matter or elucidate any circumstance that could explain what happened between the executions of these two (2) documents.

The only logical explanation that could reconcile the two (2) documents is if this Court assumes that the Rodriguez Spouses paid Delos Reyes the amount of P424,000.00 sometime after he executed his Affidavit. However, if this is the case, that payment on behalf of YOHDC is not authorized since the Rodriguez Spouses did not represent YOHDC in any manner. Moreover, it can be assumed that Tarcisius' authority to represent YOHDC had been impliedly revoked considering the incidents on Delos Reyes' and Rosillas' Checks.

Thus, if Delos Reyes was paid by the Rodriguez Spouses on behalf of YOHDC, this payment is unauthorized. Iris' cause of action is with Delos Reyes, and not with YOHDC.

III

It cannot be said that YOHDC was unjustly enriched to make it liable to petitioner.

Article 22 of the Civil Code of the Philippines states:

Every person who through an act of performance by another, or any other means, acquires or comes into possession of something at the expense of the latter without just or legal ground, shall return the same to him.

This provision addresses unjust enrichment. It is the State's public policy to prevent a person from unjustly retaining a benefit, money, or property, at the expense of another, or against the fundamental principles of justice, equity, and good conscience. [101]

Unjust enrichment has two (2) elements: a person benefited without a real or valid basis or justification, and the benefit was at another person's expense or damage. In *Loria v. Muñoz, Jr.*: [102]

In this jurisdiction, public policy has been defined as "that principle of the law which holds that no subject or citizen can lawfully do that which has a tendency to be injurious to the public or against the public good."

Unjust enrichment exists, according to *Hulst v. PR Builders, Inc.*, "when a person unjustly retains a benefit at the loss of another, or when a person retains money or property of another against the fundamental principles of justice, equity and good conscience." The prevention of unjust enrichment is a recognized public policy of the State, for Article 22 of the Civil Code explicitly provides that "[e]very person who through an act of performance by another, or any other means, acquires or comes into possession of something at the expense of the latter without just or legal ground, shall return the same to him." It is well to note that Article 22 "is part of the chapter of the Civil Code on Human Relations, the provisions of which were formulated as basic principles to be observed for the rightful relationship between human beings and for the stability of the social order; designed to indicate certain norms that spring from the fountain of good conscience; guides for human conduct that should run as golden threads through society to the end that law may approach its supreme ideal which is the sway and dominance of justice." [103] (Citation omitted)

In the case at bar, it is argued that YOHDC unjustly retained benefit at the expense of the Rodriguez Spouses when the amounts of Delos Reyes' Checks were reimbursed to it.[104]

This Court finds that it did not.

First, Metrobank rightfully returned to YO HDC the amounts in Delos Reyes' and Rosillas' Checks.

Considering that Metrobank is the drawee bank, it is obligated to return the full amounts of the checks upon discovering that they were not paid to the correct payees. In *Associated Bank v. Court of Appeals*:^[105]

Where the instrument is payable to order at the time of the forgery, such as the checks in this case, the signature of its rightful holder (here, the payee hospital) is essential to transfer title to the same instrument. When the holder's indorsement is forged, all parties prior to the forgery may raise the real defense of forgery against all parties subsequent thereto.

An indorser of an order instrument warrants "that the instrument is genuine and in all respects what it purports to be; that he has a good title to it; that all prior parties had capacity to contract; and that the instrument is at the time of his indorsement valid and subsisting." He cannot interpose the defense that signatures prior to him are forged.

A collecting bank where a check is deposited and which indorses the check upon presentment with the drawee bank, is such an indorser. So even if the indorsement on the check deposited by the banks' client is forged, the collecting bank is bound by his warranties as an indorser and cannot set up the defense of forgery as against the drawee bank.

The bank on which a check is drawn, known as the drawee bank, is under strict liability to pay the check to the order of the payee. The drawer's instructions are reflected on the face and by the terms of the check. Payment under a forged indorsement is not to the drawer's order. When the drawee bank pays a person other than the payee, it does not comply with the terms of the check and violates its duty to charge its customer's (the drawer) account only for properly payable items. Since the drawee bank did not pay a holder or other person entitled to receive payment, it has no right to reimbursement from the drawer. The general rule then is that the drawee bank may not debit the drawer's account and is not entitled to indemnification from the drawer. The risk of loss must perforce fall on the drawee bank.

. . . .

In cases involving checks with forged indorsements, such as the present petition, the chain of liability does not end with the drawee bank. The drawee bank may not debit the account of the drawer but may generally pass liability back through the collection chain to the party who took from the forger and, of course, to the forger himself, if available. In other words, the drawee bank can seek reimbursement or a return of the amount it paid from the presenter bank or person. Theoretically, the latter can demand reimbursement from the person who indorsed the check to it and so on. The loss falls on the party who took the check from the forger, or on the forger himself.^[106] (Emphasis supplied, citations omitted)

Thus, the return of the amounts to YO HDC was rightful and justified.

Likewise, it cannot be said that the amounts returned were at the expense of Iris, considering that the amounts were not meant for the Rodriguez Spouses but for Delos Reyes and Rosillas.

Furthermore, Iris has not proven that Delos Reyes released YO HDC from the payment of its obligation to him. Hence, this Court cannot assume that YO HDC is no longer obligated to pay Delos Reyes for his services on the premise that the Rodriguez Spouses paid him a particular amount.

For Iris to claim any right to the amounts returned to YO HDC, she must prove her claim with the required quantum of evidence. As established, considering there was a previous duly notarized affidavit stating that Delos Reyes did not receive any proceeds from his Checks, it was incumbent upon Iris to prove by clear and convincing evidence that he indeed had been paid and that he had released YO HDC from paying him its obligation. However,

Iris failed in this respect; thus, she cannot claim any reimbursement for the returned amount.

WHEREFORE, the Petition for Review on Certiorari is DENIED. The Court of Appeals July 18, 2011 Decision and November 23, 2011 Resolution in CA-G.R. CV No. 90297 are AFFIRMED.

SO ORDERED.

Leonardo-De Castro (Chairperson), Bersamin, A. Reyes, Jr., and Gesmundo, JJ., concur.

[1] Rollo, pp. 11-28.

[2] Id. at 159A-166. The Decision was penned by Associate Justice Florito S. Macalino and concurred in by Associate Justices Juan Q. Enriquez, Jr. and Ramon M. Bato, Jr. of the Sixth Division, Court of Appeals, Manila.

[3] Id. at 180-181. The Resolution was penned by Associate Justice Florito S. Macalino and concurred in by Associate Justices Juan Q. Enriquez, Jr. and Ramon M. Bato, Jr. of the Former Sixth Division of the Court of Appeals.

[4] Id. at 116-129. The Decision, docketed as Civil Case No. 95-0131, was penned by Judge Zosimo V. Escano of Branch 259, Regional Trial Court, City of Parañaque.

[5] Id. at 160 and 116.

[6] Id. at 160.

[7] Id.

[8] Id. at 160 and 162.

[9] Id. at 160.

[10] Id. at 160-161.

[11] Id. at 161.

[12] Id. at 118.

[13] Id. at 161.

[14] Id.

[15] Id.

[16] Id. at 115. See also rollo, p. 245. BPI Letter dated March 30, 1995 to Iris Rodriguez, which read:

As you are aware, a complaint/demand letter addressed to the bank for P1,508,800.00 was received from Atty. Julian R. Torcuator, Jr. on behalf of his client, Your Own Home Development Corporation (YOHDC). This relates directly to the Metrobank checks issued by YOHDC in favor of Rosa Rosillas and Senen de los Reyes which were deposited to your accounts as second-endorsed checks.

To enable our bank to respond to the above-cited complaint and this being a direct result of the checks deposited to your accounts without securing prior approval, we regret to advise you that you have to reimburse the amount of P1,508,800.00 not later than April 7, 1995.

We trust that you will give this matter your utmost attention considering that top management has expressed its grave concern on this case.

[17] Id. at 63, 103, 120, 123, and 314.

[18] Id. at 161-162.

[19] Id. at 161.

[20] Id. at 162 and 188. The Rodriguez Spouses' Complaint was against BPI, Metrobank, YOHDC, Rosillas, Delos Reyes, Yadollah N. Sachini, and Atty. Julian Torcuator, Jr.

[21] Id. at 162 and 191. The CA Decision referred to Syquioco as "Syquico."

[22] Id. at 162.

[23] Id. at 127/128.

[24] Id. at 201-202.

[25] Id. at 124.

[26] Id. at 258.

[27] Id. at 128-129.

[28] Id. at 159A-166.

[29] Id. at 164-165. See rollo, p. 98. The Acknowledgement stated:

TO WHOM IT MAY CONCERN:

I, SENEN M. DELOS REYES, of San Jose, Occidental Mindoro and the Geodetic Engineer engaged to do the subdivision survey and titling of Bahayang San Jose Project, San Jose, Occ. Mindoro, hereby state that I have received the Total amount of FOUR HUNDRED TWENTY[-]FOUR THOUSAND (P424,000.00) PESOS a portion of the proceeds of [Metrobank] cheques 181043813 and 181043841 from Mr. Titus R. Rodriguez representing partial payment for services for the said project.

[30] Id. at 310. It read in part:

4. However, I deny having received these checks and further deny having encashed or deposited these checks with the BPI-Paranaque Branch, as I do not maintain any account from the said bank, and neither have I deposited or encashed the same checks with the Metrobank, in any manner whatsoever, more so, I could not have signed the indorsements thereon, and the signatures appearing at the back thereof as indorsements are not my signature[.]

[31] Id. at 165.

[32] Id. at 124 and 165.

[33] Id. at 165.

[34] Id.

[35] Id. at 162.

[36] Id. at 165-166.

[37] Id.

[38] Id. at 13.

[39] Id. at 167-176.

[40] Id. at 180-187.

[41] Id. at 141.

[42] Id. at 149-150.

[43] Id. at 150.

[44] Id. at 151-152.

[45] Id. at 275-293.

[46] Id. at 275 and 285.

[47] Id. at 283.

[48] Id. at 285-286.

[49] Id. at 287. Annex "D-1" of the Complaint (Rollo, p. 49) read:

TO WHOM IT MAY CONCERN:

I, SENEN M. DELOS REYES, of San Jose, Occidental Mindoro and the Geodetic Engineer engaged to do the subdivision survey and title of Bahayang San Jose Project, San Jose, Occ. Mindoro, hereby state that I have received the Total amount of FOUR HUNDRED TWENTY[-]FOUR THOUSAND (P424,000.00) PESOS a portion of the proceeds of [Metrobank] Cheques 181043813 and 181043841 from Mr. Titus R. Rodriguez representing partial payment for services for the said project.

At San Jose, Occ. Mindoro this 9[th] day of June 1995.

(Sgd.)

SENEN M. DELOS REYES

Geodetic Engineer

[50] Id. at 286.

[51] Id.

[52] Id.

[53] Id.

[54] Id. at 287.

[55] Id. at 229. The document stated:

TO WHOM IT MAY CONCERN:

I, FRED SYQUIOCO, of Mabini St. San Jose, Occidental Mindoro, by virtue of a document, specifically paragraph C, page two of a Memorandum of Agreement authorizing me to receive and encash payments due Mrs. Rosa Rosillas in connection with the sale of her ten-hectare property in Barangay Bagong Sikat, San Jose, Occidental Mindoro to Your Own Home Development Corporation and Archangel Development Corporation and sought the assistance of Mr. Titus Rodriguez for the encashment of [Metrobank] cheques 081043810 and 081043843 to effect payments for the land, for taxes, disturbance compensation and related tenancy problems, commissions and other expenses.

(Sgd.)

GODOFREDO "FRED["] SYQUIOCO.

[56] Id. at 288.

[57] Id. at 288-289.

[58] Id. at 291.

[59] Id.

[60] Id. at 289.

[61] Id. at 290.

[62] Id.

[63] Id. at 291.

[64] Id. at 292.

[65] Id. at 356-359.

[66] Loria v. Muñoz, Jr., 745 Phil. 506, 515 (2014) [Per J. Leonen, Second Division].

[67] Id.

[68] Spouses Miano. v. Manila Electric Co., G.R. No. 205035, November 16, 2016 < <http://sc.judiciary.gov.ph/pdf/web/viewer.html?file=/jurisprudence/2016/november2016/205035.pdf> > [Per J. Leonen, Second Division).

[69] Id. at 4.

[70] Rollo, p. 310.

[71] Id. at 47.

[72] Id. at 60.

[73] Id. at 98.

[74] Id. at 61.

[75] Id. at 124.

[76] Id. at 165.

[77] Ladignon v. Court of Appeals, 390 Phil. 1161, 1169-1170 (2000) [Per J. Ynares-Santiago, First Division].

[78] Almeda v. Heirs of Almeda, G.R. No. 194189, September 14, 2017 < <http://sc.judiciary.gov.ph/pdf/web/viewer.html?file=/jurisprudence/2017/september2017/194189.pdf> > 8 [Per J. Tijam, First Division]; Gatan v. Vinarao, G.R. No. 205912, October 18, 2017 < <http://sc.judiciary.gov.ph/pdf/web/viewer.html?file=/jurisprudence/2017/october2017/205912.pdf> > [Per J. Leonardo-De Castro, First Division].

[79] Id.

[80] Id.

[81] 478 Phil. 544 (2004) [Per J. Carpio-Morales, Third Division].

[82] Id. at 558-560.

[83] Id. at 560.

[84] 554 Phil. 343, (2007) [Per Corona, First Division].

[85] Id. at 348-350.

[86] Chua v. Court of Appeals, 283 Phil. 253 (19972) [Per J. Medialdea, First Division].

[87] Id. at 260.

[88] Salas v. Sta. Mesa Market Corp., 554 Phil. 343, 350 (2007) [Per J. Corona, First Division].

[89] Rollo, p. 285.

[90] 478 Phil. 544 (2004) [Per J. Carpio-Morales, Third Division].

[91] Id. at 561-562.

[92] G.R. Nos. 143200-01, August 1, 2002, 435 Phil. 141, 164-165 (2002) [Per J. Panganiban, Third Division].

[93] Id. at 164-165.

[94] Philippine National Bank v. Gregorio, G.R. No. 194944, September 18, 2017, <
<http://sc.judiciary.gov.ph/pdf/web/viewer.html?file=/jurisprudence/2017/september2017/194944.pdf> > [Per J.
Jardeleza, First Division].
<http://sc.judiciary.gov.ph/pdf/web/viewer.html?file=/jurisprudence/2017/september2017/194944.pdf>

[95] Id. at 14.

[96] Reano v. Court of Appeals, 247-A Phil. 605, 609-610 (1988) [Per J. Cortes, Third Division].

[97] Atillo III v. Court of Appeals, G.R. No. 119053 (Resolution), January 23, 1997, 334 Phil. 546, 554 (1997)
[Per J. Francisco, Third Division].

[98] Id. at 554.

[99] 528 Phil. 1124 (2006) [Per J. Austria-Martinez, First Division].

[100] Id. at 1132-1134.

[101] Loria v. Muñoz, Jr., 745 Phil. 506, 517 (2014) [Per J. Leonen, Second Division].

[102] 745 Phil. 506 (2014) [Per J. Leonen, Second Division].

[103] Id. at 521.

[104] Rollo, pp. 151-152.

[105] Associated Bank v. Court of Appeals, 322 Phil. 677 (1996) [Per J. Romero, Second Division].

[106] Id. at 696-698.

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