MALAYAN INSURANCE CO., INC., YVONNE S. YUCHENGCO, ATTY. EMMANUEL G. VILLANUEVA, SONNY RUBIN, ENG. FRANCISCO MONDELO, AND MICHAEL REQUIJO, PETITIONERS. VS. EMMA CONCEPCION L. LIN...

G.R. No. 207277. January 16, 2017

Ponente: DEL CASTILLO, J.

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DEL CASTILLO, J.:

Assailed in this Petition for Review on Certiorari[4] are the December 21, 2012 Decision[5] of the Court of Appeals (CA) and its May 22, 2013 Resolution[6] in CA-G.R. SP No. 118894, both of which found no grave abuse of discretion in the twin Orders issued by the Regional Trial Court (RTC) of Manila, Branch 52, on September 29, 2010[7] and on January 25, 2011[8] in Civil Case No. 10-122738.

Factual Antecedents

On January 4, 2010, Emma Concepcion L. Lin (Lin) filed a Complaint[9] for Collection of Sum of Money with Damages against Malayan Insurance Co., Inc. (Malayan), Yvonne Yuchengco (Yvonne), Atty. Emmanuel Villanueva, Sonny Rubin, Engr. Francisco Mondelo, Michael Angelo Requijo (collectively, the petitioners), and the Rizal Commercial and Banking Corporation (RCBC). This was docketed as Civil Case No. 10-122738 of Branch 52 of the Manila RTC.

Lin alleged that she obtained various loans from RCBC secured by six clustered warehouses located at Plaridel, Bulacan; that the five warehouses were insured with Malayan against fire for P56 million while the remaining warehouse was insured for P2 million; that on February 24, 2008, the five warehouses were gutted by fire; that on April 8, 2008 the Bureau of Fire Protection (BFP) issued a Fire Clearance Certification to her (April 8, 2008 FCC) after having determined that the cause of fire was accidental; that despite the foregoing, her demand for payment of her insurance claim was denied since the forensic investigators hired by Malayan claimed that the cause of the fire was arson and not accidental; that she sought assistance from the Insurance Commission (IC) which, after a meeting among the parties and a conduct of reinvestigation into the cause/s of the fire, recommended that Malayan pay Lin's insurance claim and/or accord great weight to the BFP's findings; that in defiance thereof, Malayan still denied or refused to pay her insurance claim; and that for these reasons, Malayan's corporate officers should also be held liable for acquiescing to Malayan's unjustified refusal to pay her insurance claim.

As against RCBC, Lin averred that notwithstanding the loss of the mortgaged properties, the bank refused to go after Malayan and instead insisted that she herself must pay the loans to RCBC, otherwise, foreclosure proceedings would ensue; and that to add insult to injury, RCBC has been compounding the interest on her loans, despite RCBC's failure or refusal to go after Malayan.

Lin thus prayed in Civil Case No. 10-122738 that judgment be rendered ordering petitioners to pay her insurance claim plus interest on the amounts due or owing her; that her loans and mortgage to RCBC be deemed

extinguished as of February 2008; that RCBC be enjoined from foreclosing the mortgage on the properties put up as collaterals; and that petitioners be ordered to pay her P1,217,928.88 in the concept of filing fees, costs of suit, P1 million as exemplary damages, and P500,000.00 as attorney's fees.

Some five months later, or on June 17, 2010, Lin filed before the IC an administrative case[10] against Malayan, represented this time by Yvonne. This was docketed as Administrative Case No. 431.

In this administrative case, Lin claimed that since it had been conclusively fond that the cause of the fire was "accidental," the only issue left to be resolved is whether Malayan should be held liable for unfair claim settlement practice under Section 241 in relation to Section 247 of the Insurance Code due to its unjustified refusal to settle her claim; and that in consequence of the foregoing failings, Malayan's license to operate as a non-life insurance company should be revoked or suspended, until such time that it fully complies with the IC Resolution ordering it to accord more weight to the BFP's findings.

On August 17, 2010, Malayan filed a motion to dismiss Civil Case No. 10-122738 based on forum shopping. It argued that the administrative case was instituted to prompt or incite IC into ordering Malayan to pay her insurance claim; that the elements of forum shopping are present in these two cases because there exists identity of parties since Malayan's individual officers who were impleaded in the civil case are also involved in the administrative case; that the same interests are shared and represented in both the civil and administrative cases; that there is identity of causes of action and reliefs sought in the two cases since the administrative case is merely disguised as an unfair claim settlement charge, although its real purpose is to allow Lin to recover her insurance claim from Malayan; that Lin sought to obtain the same reliefs in the administrative case as in the civil case; that Lin did not comply with her sworn undertaking in the Certification on Non-Forum Shopping which she attached to the civil case, because she deliberately failed to notify the RTC about the pending administrative case within five days from the filing thereof.

This motion to dismiss drew a Comment/Opposition,[11] which Lin filed on August 31, 2010.

Ruling of the Regional Trial Court

In its Order of September 29, 2010,[12] the RTC denied the Motion to Dismiss, thus:

> WHEREFORE, the MOTION TO DISSMISS filed by [petitioners] is hereby DENIED for lack of merit.
>
> Furnish the parties through their respective [counsels] with a copy each [of] the Order.
>
> SO ORDERED.[13]

The RTC held that in the administrative case, Lin was seeking a relief clearly distinct from that sought in the civil case; that while in the administrative case Lin prayed for the suspension or revocation of Malayan's license to operate as a non-life insurance company, in the civil case Lin prayed for the collection of a sum of money with damages; that it is abundantly clear that any judgment that would be obtained in either case would not be res judicata to the other, hence, there is no forum shopping to speak of.

In its Order of January 25, 2011,[14] the RTC likewise denied, for lack of merit, petitioners' Motion for Reconsideration.

Ruling of the Court of Appeals

Petitioners thereafter sued out a Petition for Certiorari and Prohibition[15] before the CA. However, in a Decision[16] dated December 21, 2012, the CA upheld the RTC, and disposed as follows:

> WHEREFORE absent grave abuse of discretion on the part of respondent Judge, the Petition for Certiorari and

> Prohibition (with Temporary Restraining Order and Preliminary Injunction) is DISMISSED.
>
> SO ORDERED.[17]

The CA, as did the RTC, found that Lin did not commit forum shopping chiefly for the reason that the issues raised and the reliefs prayed for in the civil case were essentially different from those in the administrative case, hence Lin had no duty at all to inform the RTC about the institution or pendency of the administrative case.

The CA ruled that forum shopping exists where the elements of litis pendentia concurred, and where a final judgment in one case will amount to res judicata in the other. The CA held that of the three elements of forum shopping viz., (1) identity of parties, or at least such parties as would represent the same interest in both actions, (2) identity of rights asserted and reliefs prayed for, the relief being founded on the same facts and (3) identity of the two proceedings such that any judgment rendered in one action will, regardless of which party is successful, amount to res judicata in the other action under consideration, only the first element may be deemed present in the instant case. The CA held that there is here identity of parties in the civil and administrative cases because Lin is the complainant in both the civil and administrative cases, and these actions were filed against the same petitioners, the same RCBC and the same Malayan, represented by Yvonne, respectively. It held that there is however no identity of rights asserted and reliefs prayed for because in the civil case, it was Lin's assertion that petitioners had violated her rights to recover the full amount of her insurance claim, which is why she prayed/demanded that petitioners pay her insurance claim plus damages; whereas in the administrative case, Lin's assertion was that petitioners were guilty of unfair claim settlement practice, for which reason she prayed that Malayan's license to operate as an insurance company be revoked or suspended; that the judgment in the civil case, regardless of which party is successful, would not amount to res judicata in the administrative case in view of the different issues involved, the dissimilarity in the quantum of evidence required, and the distinct mode or procedure to be observed in each case.

Petitioners moved for reconsideration[18] of the CA's Decision, but this motion was denied by the CA in its Resolution of May 22, 2013.[19]

Issues

Before this Court, petitioners instituted the present Petition,[20] which raises the following issues:

> The [CA] not only decided questions of substance contrary to law and the applicable decisions of this Honorable Court, it also sanctioned a flagrant departure from the accepted and usual course of judicial proceeding.
> A.
>
> The [CA] erred in not dismissing the Civil Case on the ground of willful and deiberate [forum shopping] despite the fact that the civil case and the administrative case both seek the payment of the same fire insurance claim.
>
> B.
>
> The [CA] erred in not dismissing the civil case for failure on the part of [Lin] to comply with her undertaking in her verification and certification of non-forum shopping appended to the civil complaint.[21]

Petitioners' Arguments

In praying for the reversal of the CA Decision, petitioners argue that regardless of nomenclature, it is Lin and no one else who filed the administrative case, and that she is not a mere complaining witness therein; that it is settled that only substantial identity of parties is required for res judicata to apply; that the sharing of the same interest is

sufficient to constitute identity of parties; that Lin has not denied that the subject of both the administrative case and the civil case involved the same fire insurance claim; that there is here identity of causes of action, too, because the ultimate objective of both the civil case and the administrative case is to compel Malayan to pay Lin's fire insurance claim; that although the reliefs sought in the civil case and those in the administrative case are worded differently, Lin was actually asking for the payment of her insurance claim in both cases; that it is well-entrenched that a party cannot escape the operation of the principle in res judicata that a cause of action cannot be litigated twice just by varying the form of action or the method of presenting the case; that Go v. Office of the Ombudsman[22] is inapplicable because the issue in that case was whether there was unreasonable delay in withholding the insured's claims, which would warrant the revocation or suspension of the insurers' licenses, and not whether the insurers should pay the insured's insurance claim; that Almendras Mining Corporation v. Office of the Insurance Commission[23] does not apply to this case either, because the parties in said case agreed to submit the case for resolution on the sole issue of whether the revocation or suspension of the insurer's license was justified; and that petitioners will suffer irreparable injury as a consequence of having to defend themselves in a case which should have been dismissed on the ground of forum shopping.

Respondents Arguments

Lin counters that as stressed in Go v. Office of the Ombudsman,[24] an administrative case for unfair claim settlement practice may proceed simultaneously with, or independently of, the civil case for collection of the insurance proceeds filed by the same claimant since a judgment in one will not amount to res judicata to the other, and vice versa, due to the variance or differences in the issues, in the quantum of evidence, and in the procedure to be followed in prosecuting the cases; that in this case the CA cited the teaching in Go v. Office of the Ombudsman that there was no grave abuse of discretion in the RTC's dismissal of petitioners' motion to dismiss; that the CA correctly held that the RTC did not commit grave abuse of discretion in denying petitioners' motion to dismiss because the elements of forum shopping were absent; that there is here no identity of parties because while she (respondent) is the plaintiff in the civil case, she is only a complaining witness in the administrative case since it is the IC that is the real party in interest in the administrative case; that the cause of action in the civil case consists of Malayan's failure or refusal to pay her insurance claim, whereas in the administrative case, it consists of Malayan's unfair claim settlement practice; that the issue in the civil case is whether Malayan is liable to pay Lin's insurance claim, while the issue in the administrative case is whether Malayan's license to operate should be revoked or suspended for engaging in unfair claim settlement practice; and that the relief sought in the civil case consists in the payment of a sum of money plus damages, while the relief in the administrative case consists of the revocation or suspension of Malayan's license to operate as an insurance company. According to Lin, although in the administrative case she prayed that the IC Resolution ordering Malayan to accord weight to the BFP's findings be declared final, this did not mean that she was therein seeking payment of her insurance claim, but rather that the IC can now impose the appropriate administrative sanctions upon Malayan; that if Malayan felt compelled to pay Lin's insurance claim for fear that its license to operate as an insurance firm might be suspended or revoked, then this is just a logical result of its failure or refusal to pay the insurance claim; that the judgment in the civil case will not amount to res judicata in the administrative case, and vice versa, pursuant to the case law ruling in Go v. Office of the Ombudsman[25] and in Almendras v. Office of the Insurance Commission,[26] both of which categorically allowed the insurance claimants therein to file both a civil and an administrative case against insurers; that the rule against forum shopping was designed to serve a noble purpose, viz., to be an instrument of justice, hence, it can in no way be interpreted to subvert such a noble purpose.

Our Ruling

We deny this Petition. We hold that the case law rulings in the Go and Almendras cases[27] control and govern

the case at bench.

First off, it is elementary that "an order denying a motion to dismiss is merely interlocutory and, therefore, not appealable, x x x to x x x avoid undue inconvenience to the appealing party by having to assail orders as they are promulgated by the court, when all such orders may be contested in a single appeal."[28]

Secondly, petitioners herein utterly failed to prove that the RTC, in issuing the assailed Orders, acted with grave abuse of discretion amounting to lack or excess of jurisdiction. "It is well-settled that an act of a court or tribunal may only be considered to have been done in grave abuse of discretion when the same was performed in a capricious or whimsical exercise of judgment which is equivalent to lack or excess of jurisdiction."[29] "[F]or grave abuse of discretion to exist, the abuse of discretion must be patent and gross so as to amount to an evasion of a positive duty or a virtual refusal to perfonn a duty enjoined by law, or to act at all in contemplation of law."[30]

In the present case, petitioners basically insist that Lin committed willful and deliberate forum shopping which warrants the dismissal of her civil case because it is not much different from the administrative case in terms of the parties involved, the causes of action pleaded, and the reliefs prayed for. Petitioners also posit that another ground warranting the dismissal of the civil case was Lin's failure to notify the RTC about the pendency of the administrative case within five days from the filing thereof.

These arguments will not avail. The proscription against forum shopping is found in Section 5, Rule 7 of the Rules of Court which provides:

> 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. (n)

The above-stated rule covers the very essence of forum shopping itself, and the constitutive elements thereof viz., the cognate concepts of litis pendentia and res judicata -

> x x x [T]he essence of forum shopping is the filing of multiple suits involving the same parties tor the same cause of action, either simultaneously or successively, for the purpose of obtaining a favorable judgment. It exists where the elements of litis pendentia are present or where a final judgment in one case will amount to res judicata in another. On the other hand, for litis pendentia to be a ground for the dismissal of an action, the following requisites must concur: (a) identity of parties, or at least such parties who represent the same interests in both actions; (b) identity of rights asserted and relief prayed for, the relief being founded on the same facts; and (c) the identity with respect to the two preceding particulars in the two cases is such that any judgment that may be rendered in the pending case, regardless of which party is successful, would amount to

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> res judicata in the other case.[31]

Res judicata, in turn, has the following requisites: "(1) the former judgment must be final; (2) it must have been rendered by a court having jurisdiction over the subject matter and over the parties; (3) it must be a judgment on the merits; and (4) there must be, between the first and second actions, (a) identity of parties, (b) identity of subject matter, and (c) identity of cause of action."[32]

"The settled rule is that criminal and civil cases are altogether different from administrative matters, such that the disposition in the first two will not inevitably govern the third and vice versa."[33] In the context of the case at bar, matters handled by the IC are delineated as either regulatory or adjudicatory, both of which have distinct characteristics, as postulated in Almendras Mining Corporation v. Office of the Insurance Commission:[34]

> The provisions of the Insurance Code (Presidential Decree [P.D.] No. 1460), as mended, clearly indicate that the Office of the [IC] is an administrative agency vested with regulatory power as well as with adjudicatory authority. Among the several regulatory or non-quasi-judicial duties of the Insurance Commissioner under the Insurance Code is the authority to issue, or refuse issuance of a Certificate of Authority to a person or entity desirous of engaging in insurance business in the Philippines, and to revoke or suspend such Certificate of Authority upon a finding of the existence of statutory grounds for such revocation or suspension. The grounds for revocation or suspension of an insurer's Certificate of Authority arc set out in Section 241 and in Section 247 of the Insurance Code as amended. The general regulatory authority of the Insurance Commissioner is described in Section 414 of the Insurance Code, as amended, in the following terms:
> 'Section 414. The Insurance Commissioner shall have the duty to see that all laws relating to insurance, insurance companies and other insurance matters, mutual benefit associations, and trusts for charitable uses are faithfully executed and to perform the duties imposed upon him by this Code, and shall, notwithstanding any existing laws to the contrary, have sole anti exclusive authority to regulate the issuance and sale of variable contracts as defined in section two hundred thirty-two and to provide for the licensing of persons selling such contracts, and to issue such reasonable rules and regulations governing the same.
>
> The Commissioner may issue such rulings, instructions, circulars, orders[,] and decisions as he may deem necessary to secure the enforcement of the provisions of this Code, subject to the approval of the Secretary of Finance [DOF Secretary]. Except as otherwise specified, decisions made by the Commissioner shall be appealable to the [DOF Secretary].' (Italics supplied)

which Section also specifies the authority to which a decision of the Insurance Commissioner rendered in the exercise of its regulatory function may be appealed.

The adjudicatory authority of the Insurance Commissioner is generally described in Section 416 of the Insurance Code, as amended, which reads as follows:

> 'Sec. 416. The Commissioner shall have the power to adjudicate claims and complali1ts involving any loss, damage or liability for which an insurer may be answerable under any kind of policy or contract of insurance, or for which such insurer may be liable under a contract of suretyship, or for which a reinsurer may be sued under any contract or reinsurance it may have entered into, or for which a mutual benefit association may be held liable under the membership certificates it has issued to its members, where the amount of any such loss, damage or liability, excluding interests, cost and attorney's fees, being claimed or sued upon any kind of insurance, bond, reinsurance contract, or membership certificate does not exceed in any single claim one hundred thousand pesos.
>
> x x x x x x x x x
>
> The authority to adjudicate granted to the Commissioner under this section shall be concurrent with that of the civil courts, but the filing of a complaint with the Commissioner shall preclude the civil courts from taking

> cognizance of a suit involving the same subject matter.' (Italics supplied)

Continuing, Section 416 (as amended by Batas Pambansa (B.P.) Blg. 874) also specifies the authority to which appeal may be taken from a final order or decision of the Commissioner given in the exercise of his adjudicatory or quasi- judicial power:

> 'Any decision, order or ruling rendered by the Commissioner after a hearing shall have the force and effect of a judgment. Any party may appeal from a final order, ruling or decision of the Commissioner by filing with the Commissioner within thirty days from receipt of copy of such order, ruling or decision a notice of appeal to the Intermediate Appellate Court (now the Court of Appeals) in the manner provided for in the Rules of Court for appeals from the Regional Trial Court to the Intermediate Appellate Court (now the Court of Appeals)
>
> x x x x x x x x x'

It may be noted that under Section 9 (3) of B.P. Blg. 129, appeals from a final decision of the Insurance Commissioner rendered in the exercise of his adjudicatory authority now fall within the exclusive appellate jurisdiction of the Court of Appeals.[35]

Go v. Office of the Ombudsman[36] reiterated the above-stated distinctions vis-a-vis the principles enunciating that a civil case before the trial court involving recovery of payment of the insured's insurance claim plus damages, can proceed simultaneously with an administrative case before the IC.[37]

Expounding on the foregoing points, this Court said -

> The findings of the trial court will not necessarily. foreclose the administrative case before the [IC], or [vice versa]. True, the parties are the same, and both actions are predicated on the same set of facts, and will require identical evidence. But the issues to be resolved, the quantum of evidence, the procedure to be followed[,] and the reliefs to be adjudged by these two bodies are different.
>
> Petitioner's causes of action in Civil Case No. Q-95-23135 are predicated on the insurers' refusal to pay her fire insurance claims despite notice, proofs of losses and other supporting documents. Thus, petitioner prays in her complaint that the insurers be ordered to pay the full-insured value of the losses, as embodied in their respective policies. Petitioner also sought payment of interests and damages in her favor caused by the alleged delay and refusal of the insurers to pay her claims. The principal issue then that must be resolved by the trial court is whether or not petitioner is entitled to the payment of her insurance claims and damages. The matter of whether or not there is unreasonable delay or denial of the claims is merely an incident to be resolved by the trial court, necessary to ascertain petitioner's right to claim damages, as prescribed by Section 244 of the Insurance Code.
>
> On the other hand, the core, if not the sole bone of contention in Adm. Case No. RD-156, is the issue of whether or not there was unreasonable delay or denial of the claims of petitioner, and if in the affirmative, whether or not that would justify the suspension or revocation of the insurers' licenses.
>
> Moreover, in Civil Case No. Q-95-23135, petitioner must establish her case by a preponderance of evidence, or simply put, such evidence that is of greater weight, or more convincing than that which is offered in opposition to it. In Adm. Case No. RD-156, the degree of proof required of petitioner to establish her claim is substantial evidence, which has been defined as that amount of relevant evidence that a reasonable mind might accept as adequate to justify the conclusion.
>
> In addition, the procedure to be followed by the trial court is governed by the Rules of Court, while the [IC] has its own set of rules and it is not bound by the rigidities of technical rules of procedure. These two bodies conduct independent means of ascertaining the ultimate facts of their respective cases that will serve as basis for their respective decisions.

> If, for example, the trial court finds that there was no unreasonable delay or denial of her claims, it does not automatically mean that there was in fact no such unreasonable delay or denial that would justify the revocation or suspension of the licenses of the concerned insurance companies. It only means that petitioner failed to prove by preponderance of evidence that she is entitled to damages. Such finding would not restrain the [IC], in the exercise of its regulatory power, from making its own finding of unreasonable delay or denial as long as it is supported by substantial evidence.
>
> While the possibility that those two bodies will come up with conflicting resolutions on the same issue is not far-fetched, the finding or conclusion of one would not necessarily be binding on the other given the difference in the issues involved, the quantum of evidence required and the procedure to be followed.
>
> Moreover, public interest and public policy demand the speedy and inexpensive disposition of administrative cases.
>
> Hence, Adm. Case No. RD-156 may proceed alongside Civil Case No. Q-95-23135.[38]

As the aforecited cases are analogous in many aspects to the present case, both in respect to their factual backdrop and in their jurisprudential teachings, the case law ruling in the Almendras and in the Go cases must apply with implacable force to the present case. Consistency alone demands - because justice cannot be inconsistent - that the final authoritative mandate in the cited cases must produce an end result not much different from the present case.

All told, we find that the CA did not err in holding that the petitioners utterly failed to prove that the RTC exhibited grave abuse of discretion, an1ounting to lack or excess of jurisdiction, which would justify the issuance of the extraordinary writ of certiorari.[39]

WHEREFORE, the Petition is DENIED. The December 21, 2012 Decision and the May 22, 2013 Resolution of the Court of Appeals in CA-G.R. SP No. 118894 are hereby AFFIRMED.

Costs against petitioners.

SO ORDERED.

Sereno, C.J., (Chairperson), Leonardo-De Castro, Perlas-Bernabe, and Caguioa, JJ., concur.

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[1] Also referred to as "Antonio M. Rubin" in some parts of the records.

[2] Also referred to as "Michael Angelo Requijo" in some parts of the records.

[3] Hon. Antonio M. Rosales, in his capacity as Presiding Judge of the Regional Trial Court of Manila, Branch 52 is dropped as a party in this case pursuant to Section 4, Rule 45 of the Rules of Court.

[4] Rollo, pp. 33-72.

[5] CA rollo, pp. 467-484; penned by Associate Justice Nina G. Antonio-Valenzuela and concurred in by Associate Justices Jane Aurora C. Lantion and Michael P. Elbinias.

[6] Id. at 532-533; penned by Associate Justice Nina G. Antonio-Valenzuela and concurred in by Associate Justices Jane Aurora C. Lantion and Socorro B. Inting.

[7] Records (Vol. II), pp. 940-941; penned by Judge Antonio M. Rosales.

[8] Id. at 1064-1065.

[9] Records (Vol. I), pp. 1-15.

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[10] Records (Vol. II), pp. 280-829.

[11] Records, Vol. II, pp. 890-896.

[12] Id. at 940-941; penned by Judge Antonio M. Rosales.

[13] Id. at 941.

[14] Id. at 1064-1065.

[15] CA rollo, pp. 3-33.

[16] Id. at 467-484.

[17] Id. at 484.

[18] Id. at 496-505.

[19] Id. at 532-533.

[20] Rollo, pp. 33-72.

[21] Id. at 43-44.

[22] 460 Phil. 14 (2003).

[23] 243 Phil. 805 (1988).

[24] Supra note 22.

[25] Supra note 22.

[26] Supra note 23.

[27] Supra notes 22 and 23.

[28] P/Chief Inspector Billedo v. Judge Wagan, 669 Phil. 221, 230 (2011).

[29] Spouses Carlos v. Court of Appeals, 562 Phil. 834, 839 (2007).

[30] Unicapital, Inc. v. Consing, Jr., 717 Phil. 689, 705-706 (2013).

[31] Bradford United Church of Christ, Inc. v. Ando, G.R. No. 195669, May 30, 2016, citing Spouses Melo v. Court of Appeals, 376 Phil. 204, 211 (1999).

[32] Id., citing Custodio v. Corrado, 479 Phil. 415, 424 (2004).

[33] Suzuki v. Atty. Tiamson, 508 Phil. 130, 142 (2005). Emphasis and italics supplied.

[34] Supra note 23.

[35] Id. at 811-814; Citations omitted; italics in the original. Section 241 (now 247) is still worded similarly in Republic Act No. 10607 entitled "An Act Strengthening the Insurance Industry, further amending P.O. No. 612, otherwise known as 'The Insurance Code', as amended by P.D. Nos. 1141, 1280, 1455, 1460, 1814, and 1981, and B.P, Blg. 874, and for other purposes", which was approved on August 15, 2013 (RA 10607); Sections 247 (now 254), 414 (now 437). and 416 (now 439) have been modified by RA 10607 but are still substantially similar to the previous version of said provisions.

[36] Supra note 22.

[37] Id. at 30-36.

[38] Id. at 33-36; citations omitted; Section 244 (now 250) is still worded similarly in Republic Act No. 10607.

[39] See General Milling Corporation v. Uytengsu III, 526 Phil. 722, 727 (2006).

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