

SPOUSES DAVID B. CARPO AND RECHILDA S. CARPO, PETITIONERS, VS. ELEANOR CHUA AND ELMA DY NG, RESPONDENTS.

G.R. NOS. 150773 & 153599. September 30, 2005

Ponente: TINGA, J.

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TINGA, J.:

Before this Court are two consolidated petitions for review. The first, docketed as G.R. No. 150773, assails the Decision[1] of the Regional Trial Court (RTC), Branch 26 of Naga City dated 26 October 2001 in Civil Case No. 99-4376. RTC Judge Filemon B. Montenegro dismissed the complaint[2] for annulment of real estate mortgage and consequent foreclosure proceedings filed by the spouses David B. Carpo and Rechilda S. Carpo (petitioners).

The second, docketed as G.R. No. 153599, seeks to annul the Court of Appeals' Decision[3] dated 30 April 2002 in CA-G.R. SP No. 57297. The Court of Appeals Third Division annulled and set aside the orders of Judge Corazon A. Tordilla to suspend the sheriff's enforcement of the writ of possession.

The cases stemmed from a loan contracted by petitioners. On 18 July 1995, they borrowed from Eleanor Chua and Elma Dy Ng (respondents) the amount of One Hundred Seventy-Five Thousand Pesos (P175,000.00), payable within six (6) months with an interest rate of six percent (6%) per month. To secure the payment of the loan, petitioners mortgaged their residential house and lot situated at San Francisco, Magarao, Camarines Sur, which lot is covered by Transfer Certificate of Title (TCT) No. 23180. Petitioners failed to pay the loan upon demand. Consequently, the real estate mortgage was extrajudicially foreclosed and the mortgaged property sold at a public auction on 8 July 1996. The house and lot was awarded to respondents, who were the only bidders, for the amount of Three Hundred Sixty-Seven Thousand Four Hundred Fifty-Seven Pesos and Eighty Centavos (P367,457.80).

Upon failure of petitioners to exercise their right of redemption, a certificate of sale was issued on 5 September 1997 by Sheriff Rolando A. Borja. TCT No. 23180 was cancelled and in its stead, TCT No. 29338 was issued in the name of respondents.

Despite the issuance of the TCT, petitioners continued to occupy the said house and lot, prompting respondents to file a petition for writ of possession with the RTC docketed as Special Proceedings (SP) No. 98-1665. On 23 March 1999, RTC Judge Ernesto A. Miguel issued an Order[4] for the issuance of a writ of possession.

On 23 July 1999, petitioners filed a complaint for annulment of real estate mortgage and the consequent foreclosure proceedings, docketed as Civil Case No. 99-4376 of the RTC. Petitioners consigned the amount of Two Hundred Fifty-Seven Thousand One Hundred Ninety-Seven Pesos and Twenty-Six Centavos (P257,197.26) with the RTC.

Meanwhile, in SP No. 98-1665, a temporary restraining order was issued upon motion on 3 August 1999, enjoining the enforcement of the writ of possession. In an Order[5] dated 6 January 2000, the RTC suspended the enforcement of the writ of possession pending the final disposition of Civil Case No. 99-4376. Against this Order, respondents filed a petition for certiorari and mandamus before the Court of Appeals, docketed as CA-G.R. SP

No. 57297.

During the pendency of the case before the Court of Appeals, RTC Judge Filemon B. Montenegro dismissed the complaint in Civil Case No. 99-4376 on the ground that it was filed out of time and barred by laches. The RTC proceeded from the premise that the complaint was one for annulment of a voidable contract and thus barred by the four-year prescriptive period. Hence, the first petition for review now under consideration was filed with this Court, assailing the dismissal of the complaint.

The second petition for review was filed with the Court after the Court of Appeals on 30 April 2002 annulled and set aside the RTC orders in SP No. 98-1665 on the ground that it was the ministerial duty of the lower court to issue the writ of possession when title over the mortgaged property had been consolidated in the mortgagee.

This Court ordered the consolidation of the two cases, on motion of petitioners.

In G.R. No. 150773, petitioners claim that following the Court's ruling in *Medel v. Court of Appeals*[6] the rate of interest stipulated in the principal loan agreement is clearly null and void. Consequently, they also argue that the nullity of the agreed interest rate affects the validity of the real estate mortgage. Notably, while petitioners were silent in their petition on the issues of prescription and laches on which the RTC grounded the dismissal of the complaint, they belatedly raised the matters in their Memorandum. Nonetheless, these points warrant brief comment.

On the other hand, petitioners argue in G.R. No. 153599 that the RTC did not commit any grave abuse of discretion when it issued the orders dated 3 August 1999 and 6 January 2000, and that these orders could not have been "the proper subjects of a petition for certiorari and mandamus". More accurately, the justiciable issues before us are whether the Court of Appeals could properly entertain the petition for certiorari from the timeliness aspect, and whether the appellate court correctly concluded that the writ of possession could no longer be stayed.

We first resolve the petition in G.R. No. 150773.

Petitioners contend that the agreed rate of interest of 6% per month or 72% per annum is so excessive, iniquitous, unconscionable and exorbitant that it should have been declared null and void. Instead of dismissing their complaint, they aver that the lower court should have declared them liable to respondents for the original amount of the loan plus 12% interest per annum and 1% monthly penalty charge as liquidated damages,[7] in view of the ruling in *Medel v. Court of Appeals*.[8]

In *Medel*, the Court found that the interest stipulated at 5.5% per month or 66% per annum was so iniquitous or unconscionable as to render the stipulation void.

Nevertheless, we find the interest at 5.5% per month, or 66% per annum, stipulated upon by the parties in the promissory note iniquitous or unconscionable, and, hence, contrary to morals ("contra bonos mores"), if not against the law. The stipulation is void. The Court shall reduce equitably liquidated damages, whether intended as an indemnity or a penalty if they are iniquitous or unconscionable.[9]

In a long line of cases, this Court has invalidated similar stipulations on interest rates for being excessive, iniquitous, unconscionable and exorbitant. In *Solangan v. Salazar*,[10] we annulled the stipulation of 6% per month or 72% per annum interest on a P60,000.00 loan. In *Imperial v. Jaucian*,[11] we reduced the interest rate from 16% to 1.167% per month or 14% per annum. In *Ruiz v. Court of Appeals*,[12] we equitably reduced the agreed 3% per month or 36% per annum interest to 1% per month or 12% per annum interest. The 10% and 8% interest rates per month on a P1,000,000.00 loan were reduced to 12% per annum in *Cuaton v. Salud*. [13] Recently, this Court, in *Arrofo v. Quino*,[14] reduced the 7% interest per month on a P15,000.00 loan amounting to 84% interest per annum to 18% per annum.

There is no need to unsettle the principle affirmed in *Medel* and like cases. From that perspective, it is apparent that the stipulated interest in the subject loan is excessive, iniquitous, unconscionable and exorbitant. Pursuant to the freedom of contract principle embodied in Article 1306 of the Civil Code, contracting parties may establish such stipulations, clauses, terms and conditions as they may deem convenient, provided they are not contrary to law, morals, good customs, public order, or public policy. In the ordinary course, the codal provision may be invoked to annul the excessive stipulated interest.

In the case at bar, the stipulated interest rate is 6% per month, or 72% per annum. By the standards set in the above-cited cases, this stipulation is similarly invalid. However, the RTC refused to apply the principle cited and employed in *Medel* on the ground that *Medel* did not pertain to the annulment of a real estate mortgage,[15] as it was a case for annulment of the loan contract itself. The question thus sensibly arises whether the invalidity of the stipulation on interest carries with it the invalidity of the principal obligation.

The question is crucial to the present petition even if the subject thereof is not the annulment of the loan contract but that of the mortgage contract. The consideration of the mortgage contract is the same as that of the principal contract from which it receives life, and without which it cannot exist as an independent contract. Being a mere accessory contract, the validity of the mortgage contract would depend on the validity of the loan secured by it.[16]

Notably in *Medel*, the Court did not invalidate the entire loan obligation despite the inequitability of the stipulated interest, but instead reduced the rate of interest to the more reasonable rate of 12% per annum. The same remedial approach to the wrongful interest rates involved was employed or affirmed by the Court in *Solangon*, *Imperial*, *Ruiz*, *Cuaton*, and *Arrofo*.

The Court's ultimate affirmation in the cases cited of the validity of the principal loan obligation side by side with the invalidation of the interest rates thereupon is congruent with the rule that a usurious loan transaction is not a complete nullity but defective only with respect to the agreed interest.

We are aware that the Court of Appeals, on certain occasions, had ruled that a usurious loan is wholly null and void both as to the loan and as to the usurious interest.[17] However, this Court adopted the contrary rule, as comprehensively discussed in *Briones v. Cammayo*: [18]

In *Gui Jong & Co. vs. Rivera, et al.*, 45 Phil. 778, this Court likewise declared that, in any event, the debtor in a usurious contract of loan should pay the creditor the amount which he justly owes him, citing in support of this ruling its previous decisions in *Go Chioco*, *Supra*, *Aguilar vs. Rubiato, et al.*, 40 Phil. 570, and *Delgado vs. Duque Valgona*, 44 Phil. 739.

. . . .

Then in *Lopez and Javelona vs. El Hogar Filipino*, 47 Phil. 249, We also held that the standing jurisprudence of this Court on the question under consideration was clearly to the effect that the Usury Law, by its letter and spirit, did not deprive the lender of his right to recover from the borrower the money actually loaned to and enjoyed by the latter. This Court went further to say that the Usury Law did not provide for the forfeiture of the capital in favor of the debtor in usurious contracts, and that while the forfeiture might appear to be convenient as a drastic measure to eradicate the evil of usury, the legal question involved should not be resolved on the basis of convenience.

Other cases upholding the same principle are *Palileo vs. Cosio*, 97 Phil. 919 and *Pascua vs. Perez*, L-19554, January 31, 1964, 10 SCRA 199, 200-202. In the latter We expressly held that when a contract is found to be tainted with usury "the only right of the respondent (creditor) . . . was merely to collect the amount of the loan, plus interest due thereon."

The view has been expressed, however, that the ruling thus consistently adhered to should now be abandoned because Article 1957 of the new Civil Code — a subsequent law — provides that contracts and stipulations, under any cloak or device whatever, intended to circumvent the laws against usury, shall be void, and that in such cases "the borrower may recover in accordance with the laws on usury." From this the conclusion is drawn that the whole contract is void and that, therefore, the creditor has no right to recover — not even his capital.

The meaning and scope of our ruling in the cases mentioned heretofore is clearly stated, and the view referred to in the preceding paragraph is adequately answered, in *Angel Jose, etc. vs. Chelda Enterprises, et al.* (L-25704, April 24, 1968). On the question of whether a creditor in a usurious contract may or may not recover the principal of the loan, and, in the affirmative, whether or not he may also recover interest thereon at the legal rate, We said the following:

". . . .

Appealing directly to Us, defendants raise two questions of law: (1) In a loan with usurious interest, may the creditor recover the principal of the loan? (2) Should attorney's fees be awarded in plaintiff's favor?"

Great reliance is made by appellants on Art. 1411 of the New Civil Code

Since, according to the appellants, a usurious loan is void due to illegality of cause or object, the rule of *pari delicto* expressed in Article 1411, *supra*, applies, so that neither party can bring action against each other. Said rule, however, appellants add, is modified as to the borrower, by express provision of the law (Art. 1413, New Civil Code), allowing the borrower to recover interest paid in excess of the interest allowed by the Usury Law. As to the lender, no exception is made to the rule; hence, he cannot recover on the contract. So — they continue — the New Civil Code provisions must be upheld as against the Usury Law, under which a loan with usurious interest is not totally void, because of Article 1961 of the New Civil Code, that: "Usurious contracts shall be governed by the Usury Law and other special laws, so far as they are not inconsistent with this Code."

We do not agree with such reasoning. Article 1411 of the New Civil Code is not new; it is the same as Article 1305 of the Old Civil Code. Therefore, said provision is no warrant for departing from previous interpretation that, as provided in the Usury Law (Act No. 2655, as amended), a loan with usurious interest is not totally void only as to the interest.

. . . [a]ppellants fail to consider that a contract of loan with usurious interest consists of principal and accessory stipulations; the principal one is to pay the debt; the accessory stipulation is to pay interest thereon.

And said two stipulations are divisible in the sense that the former can still stand without the latter. Article 1273, Civil Code, attests to this: "The renunciation of the principal debt shall extinguish the accessory obligations; but the waiver of the latter shall leave the former in force."

The question therefore to resolve is whether the illegal terms as to payment of interest likewise renders a nullity the legal terms as to payments of the principal debt. Article 1420 of the New Civil Code provides in this regard: "In case of a divisible contract, if the illegal terms can be separated from the legal ones, the latter may be enforced."

In simple loan with stipulation of usurious interest, the prestation of the debtor to pay the principal debt, which is the cause of the contract (Article 1350, Civil Code), is not illegal. The illegality lies only as to the prestation to pay the stipulated interest; hence, being separable, the latter only should be deemed void, since it is the only one that is illegal.

. . . .

The principal debt remaining without stipulation for payment of interest can thus be recovered by judicial action. And in case of such demand, and the debtor incurs in delay, the debt earns interest from the date of the

demand (in this case from the filing of the complaint). Such interest is not due to stipulation, for there was none, the same being void. Rather, it is due to the general provision of law that in obligations to pay money, where the debtor incurs in delay, he has to pay interest by way of damages (Art. 2209, Civil Code). The court a quo therefore, did not err in ordering defendants to pay the principal debt with interest thereon at the legal rate, from the date of filing of the complaint." [19]

The Court's wholehearted affirmation of the rule that the principal obligation subsists despite the nullity of the stipulated interest is evinced by its subsequent rulings, cited above, in all of which the main obligation was upheld and the offending interest rate merely corrected. Hence, it is clear and settled that the principal loan obligation still stands and remains valid. By the same token, since the mortgage contract derives its vitality from the validity of the principal obligation, the invalid stipulation on interest rate is similarly insufficient to render void the ancillary mortgage contract.

It should be noted that had the Court declared the loan and mortgage agreements void for being contrary to public policy, no prescriptive period could have run. [20] Such benefit is obviously not available to petitioners.

Yet the RTC pronounced that the complaint was barred by the four-year prescriptive period provided in Article 1391 of the Civil Code, which governs voidable contracts. This conclusion was derived from the allegation in the complaint that the consent of petitioners was vitiated through undue influence. While the RTC correctly acknowledged the rule of prescription for voidable contracts, it erred in applying the rule in this case. We are hard put to conclude in this case that there was any undue influence in the first place.

There is ultimately no showing that petitioners' consent to the loan and mortgage agreements was vitiated by undue influence. The financial condition of petitioners may have motivated them to contract with respondents, but undue influence cannot be attributed to respondents simply because they had lent money. Article 1391, in relation to Article 1390 of the Civil Code, grants the aggrieved party the right to obtain the annulment of contract on account of factors which vitiate consent. Article 1337 defines the concept of undue influence, as follows:

There is undue influence when a person takes improper advantage of his power over the will of another, depriving the latter of a reasonable freedom of choice. The following circumstances shall be considered: the confidential, family, spiritual and other relations between the parties or the fact that the person alleged to have been unduly influenced was suffering from mental weakness, or was ignorant or in financial distress.

While petitioners were allegedly financially distressed, it must be proven that there is deprivation of their free agency. In other words, for undue influence to be present, the influence exerted must have so overpowered or subjugated the mind of a contracting party as to destroy his free agency, making him express the will of another rather than his own. [21] The alleged lingering financial woes of petitioners per se cannot be equated with the presence of undue influence.

The RTC had likewise concluded that petitioners were barred by laches from assailing the validity of the real estate mortgage. We wholeheartedly agree. If indeed petitioners unwillingly gave their consent to the agreement, they should have raised this issue as early as in the foreclosure proceedings. It was only when the writ of possession was issued did petitioners challenge the stipulations in the loan contract in their action for annulment of mortgage. Evidently, petitioners slept on their rights. The Court of Appeals succinctly made the following observations:

In all these proceedings starting from the foreclosure, followed by the issuance of a provisional certificate of sale; then the definite certificate of sale; then the issuance of TCT No. 29338 in favor of the defendants and finally the petition for the issuance of the writ of possession in favor of the defendants, there is no showing that plaintiffs questioned the validity of these proceedings. It was only after the issuance of the writ of possession in favor of the defendants, that plaintiffs allegedly tendered to the defendants the amount of P260,000.00

which the defendants refused. In all these proceedings, why did plaintiffs sleep on their rights?[22]

Clearly then, with the absence of undue influence, petitioners have no cause of action. Even assuming undue influence vitiated their consent to the loan contract, their action would already be barred by prescription when they filed it. Moreover, petitioners had clearly slept on their rights as they failed to timely assail the validity of the mortgage agreement. The denial of the petition in G.R. No. 150773 is warranted.

We now resolve the petition in G.R. No. 153599.

Petitioners claim that the assailed RTC orders dated 3 August 1999 and 6 January 2000 could no longer be questioned in a special civil action for certiorari and mandamus as the reglementary period for such action had already elapsed.

It must be noted that the Order dated 3 August 1999 suspending the enforcement of the writ of possession had a period of effectivity of only twenty (20) days from 3 August 1999, or until 23 August 1999. Thus, upon the expiration of the twenty (20)-day period, the said Order became *functus officio*. Thus, there is really no sense in assailing the validity of this Order, mooted as it was. For the same reason, the validity of the order need not have been assailed by respondents in their special civil action before the Court of Appeals.

On the other hand, the Order dated 6 January 2000 is in the nature of a writ of injunction whose period of efficacy is indefinite. It may be properly assailed by way of the special civil action for certiorari, as it is interlocutory in nature.

As a rule, the special civil action for certiorari under Rule 65 must be filed not later than sixty (60) days from notice of the judgment or order.[23] Petitioners argue that the 3 August 1999 Order could no longer be assailed by respondents in a special civil action for certiorari before the Court of Appeals, as the petition was filed beyond sixty (60) days following respondents' receipt of the Order. Considering that the 3 August 1999 Order had become *functus officio* in the first place, this argument deserves scant consideration.

Petitioners further claim that the 6 January 2000 Order could not have likewise been the subject of a special civil action for certiorari, as it is according to them a final order, as opposed to an interlocutory order. That the 6 January 2000 Order is interlocutory in nature should be beyond doubt. An order is interlocutory if its effects would only be provisional in character and would still leave substantial proceedings to be further had by the issuing court in order to put the controversy to rest.[24] The injunctive relief granted by the order is definitely final, but merely provisional, its effectivity hinging on the ultimate outcome of the then pending action for annulment of real estate mortgage. Indeed, an interlocutory order hardly puts to a close, or disposes of, a case or a disputed issue leaving nothing else to be done by the court in respect thereto, as is characteristic of a final order.

Since the 6 January 2000 Order is not a final order, but rather interlocutory in nature, we cannot agree with petitioners who insist that it may be assailed only through an appeal perfected within fifteen (15) days from receipt thereof by respondents. It is axiomatic that an interlocutory order cannot be challenged by an appeal, but is susceptible to review only through the special civil action of certiorari.[25] The sixty (60)-day reglementary period for special civil actions under Rule 65 applies, and respondents' petition was filed with the Court of Appeals well within the period.

Accordingly, no error can be attributed to the Court of Appeals in granting the petition for certiorari and mandamus. As pointed out by respondents, the remedy of mandamus lies to compel the performance of a ministerial duty. The issuance of a writ of possession to a purchaser in an extrajudicial foreclosure is merely a ministerial function.[26]

Thus, we also affirm the Court of Appeals' ruling to set aside the RTC orders enjoining the enforcement of the

writ of possession.[27] The purchaser in a foreclosure sale is entitled as a matter of right to a writ of possession, regardless of whether or not there is a pending suit for annulment of the mortgage or the foreclosure proceedings. An injunction to prohibit the issuance or enforcement of the writ is entirely out of place.[28]

One final note. The issue on the validity of the stipulated interest rates, regrettably for petitioners, was not raised at the earliest possible opportunity. It should be pointed out though that since an excessive stipulated interest rate may be void for being contrary to public policy, an action to annul said interest rate does not prescribe. Such indeed is the remedy; it is not the action for annulment of the ancillary real estate mortgage. Despite the nullity of the stipulated interest rate, the principal loan obligation subsists, and along with it the mortgage that serves as collateral security for it.

WHEREFORE, in view of all the foregoing, the petitions are DENIED. Costs against petitioners.

SO ORDERED.

Puno (Chairman), Austria-Martinez, Callejo, Sr., and Chico-Nazario, JJ., concur.

[1] G.R. No. 150773, Rollo, pp. 15-21.

[2] Id. at 22-25. Elevated directly to this Court, it raising pure questions of law, in accordance with Section 1, Rule 45, Rules of Court.

[3] Penned by Associate Justice Eubolo G. Verzola and concurred in by Associate Justices Bernardo P. Abesamis and Josefina Guevara-Salonga. G.R. No. 153599, Rollo, pp. 22-26.

[4] G.R. No. 153599, Rollo, p.30.

[5] Id. at 38-40.

[6] 359 Phil. 820 (1998).

[7] G.R. No. 150773, Rollo, p.10.

[8] Supra note 6.

[9] Ibid. Citing Ibarra v. Averyro, 37 Phil. 274 (1917); Almeda v. Court of Appeals, 326 Phil. 309 (1998).

[10] 412 Phil. 816 (2001).

[11] G.R. No. 149004, 14 April 2004, 427 SCRA 517.

[12] G.R. No. 146942, 22 April 2003, 401 SCRA 410.

[13] G.R. No. 158382, 27 January 2004, 421 SCRA 278.

[14] G.R. No. 145794, 26 January 2005, 449 SCRA 284.

[15] G.R. No. 150773, Rollo, p. 18.

[16] Naguiat v. Court of Appeals, G.R. No. 118375, 3 October 2003, 412 SCRA 591, citing China Banking Corporation v. Lichauco, 46 Phil. 460 (1926) and Filipinas Marble Corp. v. Intermediate Appellate Court, 226 Phil. 109, 119 (1986).

[17] See H. DE LEON, COMMENTS AND CASES ON CREDIT TRANSACTIONS (2002 ed.), at 95, citing Sebastian v. Bautista [CA] 58 O.G. No. 15, 3147; People v. Masangkay, [CA] 58 O.G. No. 17, 3565; Torres v.

Joco, [CA] 59 O.G. No. 10, 1580.

[18] 148-B Phil. 881 (1971).

[19] Id. at 891-893. Emphasis supplied.

[20] See Article 1410, Civil Code.

[21] Coso v. Fernandez Deza, 42 Phil. 595 (1921).

[22] G.R. No. 150773, Rollo, p. 20.

[23] Section 4, Rule 65, Rules of Court.

[24] Sto. Tomas Hospital v. Surla, 355 Phil. 804 (1998), citing Investments, Inc. vs. Court of Appeals, L-60036, 27 January 1987, 147 SCRA 334; Denso Phils. Inc. v. Intermediate Appellate Court, L-75000, 27 February 1987, 148 SCRA 280; Bairan v. Tan Siu Lay, 125 Phil. 371 (1966).

[25] Yamaoka v. Pescarich, 414 Phil. 211 (2001); Go v. Court of Appeals, 358 Phil. 214 (1998). "[T]he proper remedy in such cases is an ordinary appeal from an adverse judgment on the merits, incorporating in said appeal the grounds for assailing the interlocutory orders. Allowing appeals from interlocutory orders would result in the 'sorry spectacle' of a case being subject of a counterproductive ping-pong to and from the appellate court as often as a trial court is perceived to have made an error in any of its interlocutory rulings. However, where the assailed order is patently erroneous and the remedy of appeal would not afford adequate and expeditious relief, the Court may allow certiorari as a mode of redress."

[26] F. David Enterprises v. Insular Bank of Asia and America, G.R. No. 78714, 21 November 1990, 191 SCRA 516; Primetown Property Group v. Juntilla, G.R. No. 157801, 8 June 2005; Santiago v. Merchants Rural Bank of Talavera, Inc., G.R. No. 147820, 18 March 2005; DBP v. Gatal, G.R. No. 138567, 4 March 2005; Mamerto Maniquis Foundation v. Pizarro, A.M. No. RTJ-03-1750, 14 January 2005, 448 SCRA 140; De Vera v. Agloro, G.R. No. 155673, 14 January 2005, 448 SCRA 203, citing China Banking Corporation v. Ordinario, G.R. No. 121943, 24 March 2003, 399 SCRA 430; A.G. Development Corporation v. Court of Appeals, 346 Phil. 136 (1997); Suico Industrial Corporation v. Court of Appeals, 361 Phil. 160 (1999); Idolor v. Court of Appeals, G.R. No. 161028, 31 January 2005, 450 SCRA 396, citing Samson, et al. v. Judge Rivera, et al., G.R. No. 154355, 20 May 2004, 428 SCRA 759.

[27] Primetown Property Group v. Juntilla, G.R. No. 157801, 8 June 2005; Santiago v. Merchants Rural Bank of Talavera, Inc., G.R. No. 147820, 18 March 2005; DBP v. Gatal, G.R. No. 138567, 4 March 2005; Mamerto Maniquis Foundation v. Pizarro, A.M. No. RTJ-03-1750, 14 January 2005, 448 SCRA 140; De Vera v. Agloro, G.R. No. 155673, 14 January 2005, 448 SCRA 203, citing China Banking Corporation v. Ordinario, G.R. No. 121943, 24 March 2003, 399 SCRA 430; A.G. Development Corporation v. Court of Appeals, 346 Phil. 136 (1997); Suico Industrial Corporation v. Court of Appeals, 361 Phil. 160 (1999). Idolor v. Court of Appeals, G.R. No. 161028, 31 January 2005, 450 SCRA 396, citing Samson, et al. v. Judge Rivera, et al., G.R. No. 154355, 20 May 2004, 428 SCRA 759.

[28] Kho v. Court of Appeals, G.R. No. 83498, 22 October 1991, 203 SCRA 160; Veloso v. Intermediate Appellate Court, G.R. No. 73338, 21 January 1992, 205 SCRA 227.

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