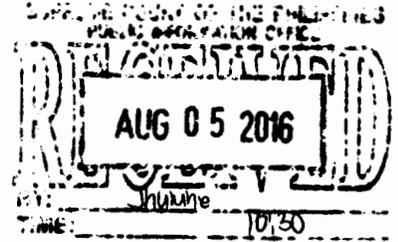




Republic of the Philippines
Supreme Court
 Manila

FIRST DIVISION



**SPOUSES AUGUSTO and NORA
 NAVARRO,**

Petitioners,

G.R. No. 180060

Present:

- versus -

SERENO, *CJ*, Chairperson,
 LEONARDO-DE CASTRO,
 BERSAMIN,
 PERLAS-BERNABE, and
 CAGUIOA, *JJ*.

**RURAL BANK OF TARLAC,
 INC.,**

Respondent.

Promulgated:

JUL 13 2016

X ----- X

DECISION

SERENO, *CJ*:

The case before this Court concerns the availability of the remedy of an ordinary appeal under Rule 41 of the Rules of Court¹ in challenging the decision of the Regional Trial Court (RTC)² to resolve a case by way of a summary judgment. The Court of Appeals (CA) dismissed³ the appeal outright in light of Section 2, Rule 50 of the Rules of Court. The provision directs the dismissal of appeals filed through Rule 41 if they merely raise pure questions of law. Spouses Augusto and Nora Navarro now come before this Court arguing that their appeal should not have been dismissed, since the issues they raised included questions of fact.

¹ Petition for Review on Certiorari, pp. 9-10, *rollo*, pp. 16-17.

² The Tarlac City (Br. 63) Regional Trial Court Decision in Civil Case No. 9381 was penned by Judge Arsenio P. Adriano. RTC Decision, CA *rollo*, pp. 19-21.

³ The Court of Appeals Decision dated 27 December 2006 and Resolution dated 03 October 2007 in CA-G.R. CV No. 80041 were penned by Associate Justice Mariflor P. Punzalan Castillo and concurred in by Associate Justices Andres B. Reyes, Jr. and Hakim S. Abdulwahid. See CA Decision, *rollo*, pp. 20-31; CA Resolution, *rollo*, pp. 32-33.

FACTS

This petition stems from the complaint for a sum of money filed by the Rural Bank of Tarlac, Inc., against Spouses Navarro. It is undisputed that petitioners obtained a bank loan in the amount of ₱558,000 for the purchase of a motor vehicle, and that they were unable to complete the agreed monthly installments. It is also uncontested that they surrendered their vehicle (a 1998 Kia Advantage van) to the bank, so that the latter could sell it and apply the proceeds of the sale to their obligations.⁴ The parties, however, disagreed as to the effect of the surrender of the vehicle under that circumstance.

According to the bank, petitioners still had an unpaid balance of ₱315,677.80 excluding interests, penalties, and liquidated damages even after the sale of the van.⁵ It claimed that their monthly installments amounted to only ₱92,322.20,⁶ while it was able to sell the vehicle for only ₱150,000.00.⁷ Thus, it alleged that it could only credit the total amount of ₱242,322.20 in their favor.⁸

Spouses Navarro did not deny that they had executed a Promissory Note in favor of the bank, and that the terms were correctly reflected in the note.⁹ They claim, however, that when they surrendered the vehicle, they understood that it would serve as complete satisfaction of their remaining loan obligation by way of a *dacion en pago*.

In view of the spouses' Answer, the bank filed a Motion for Summary Judgment under Section 1, Rule 35 of the Rules of Court.¹⁰ It alleged that the only issue before the trial court was whether the selling price of the vehicle was enough to satisfy the unpaid balance, interest, and other charges. It argued that a summary judgment was proper, since there was no more genuine issue relating to any material fact, and that the matter before the court was merely the computation of the remaining balance. To support its motion, the bank presented the Promissory Note executed by the spouses for the amount of ₱558,000,¹¹ as well as the receipts for the sale of the vehicle to a certain Corazon Quesada for ₱150,000;¹² and acknowledged the

⁴ See Petition for Review on Certiorari, pp. 2-3, *rollo*, pp. 9-10; Appellants' Brief, p. 2, CA *rollo*, p. 11; Answer with Counterclaim of Spouses Navarro, RTC Records, pp. 17-19; Motion for Summary Judgment of Rural Bank of Tarlac, RTC Records, pp. 20-27.

⁵ Motion for Summary Judgment of Rural Bank of Tarlac, RTC records, pp. 20-27. According to the bank, petitioners' obligation would amount to ₱494,707.66 if interests, penalties, and liquidated damages are computed.

⁶ Motion for Summary Judgment of Rural Bank of Tarlac, RTC records, pp. 20-27. See RTC Decision, p. 1; CA *rollo*, p. 19.

⁷ Id.

⁸ Id.

⁹ Answer with Counterclaim of Spouses Navarro, RTC records, pp. 17-19.

¹⁰ Motion for Summary Judgment of Rural Bank of Tarlac, RTC records, pp. 20-27.

¹¹ Annex "A" of the Complaint of Rural Bank of Tarlac, RTC records, p. 4.

¹² Receipts, Annexes "B" and "B-1" attached to the Motion for Summary Judgment of Rural Bank of Tarlac, RTC records, p. 25.

spouses' total monthly installments of ₱92,322.20.¹³ Based on its own accounting,¹⁴ the total payments amounted to ₱242,322.20, while their total running balance was ₱315,677.80 excluding interests, penalties, and liquidated damages.

Spouses Navarro opposed the motion.¹⁵ While they did not assail the amount for which the van was sold, they nevertheless asserted that by surrendering the vehicle, their remaining obligation must be deemed to have been fully paid. To prove their assertion, they presented an acknowledgment receipt, which stated that the bank had “[r]eceived x x x one unit KIA ADVANTAGE VAN, in good and running condition.”¹⁶ They argued that there still existed a question of fact, since there must be a proper accounting of their correct balance. In the alternative, they averred that the deductible amount for the sale of the van must be based on its value at the time they surrendered it to the bank. They also claimed that their monthly installments had already amounted to ₱161,137.69. The spouses, however, did not attach receipts or any other kind of evidence to support this contention.

By way of a summary judgment, the RTC rendered a Decision¹⁷ in favor of the bank. It explained that Spouses Navarro remained obligated to pay the remaining principal loan amount of ₱315,677.80 plus legal interest and attorney's fees.¹⁸ The trial court ruled:¹⁹

Defendants claimed they had paid the sum of ₱161,137.69 as of March 18, 2002, and had in fact surrendered one Kia Van by way of “dacion en pago” thereby extinguishing the obligation.

If the intention of parties is to consider the surrender of the Kia Van as full payment, a receipt to that effect should have been signed or acknowledged by the bank. There was none. Further, it is the burden of defendants to prove that their payments to the bank amounted to ₱161,137.69 as of March 18, 2002, which should be evidenced by receipts of payment to the bank.

Thus, the Court finds that the motion for summary judgment is proper. The Court agrees that the obligation of the defendants or the principal balance is ₱315,677.80. However, the interest of 32% per annum, the 12% penalty and 12% liquidated damages, all totaling 56% plus 25% attorney's fees may be [unconscionable], as the charges amounted to 81% of the principal balance. The Court has to [reduce] this x x x. The legal rate of 12% per annum should be applied in this case, which

¹³ Motion for Summary Judgment of Rural Bank of Tarlac, RTC Records, pp. 20-27. See RTC Decision, p. 1, CA rollo, p. 19.

¹⁴ Annex “C” of the Motion for Summary Judgment of Rural Bank of Tarlac, RTC Records, p. 26.

¹⁵ Comment/Opposition to Plaintiff's Motion for Summary Judgment, RTC Records, pp. 31-34.

¹⁶ Receipt dated 20 May 2002, Annex “I” of Spouses Navarro's Comment/Opposition to Plaintiff's Motion for Summary Judgment, RTC Records, p. 34.

¹⁷ The Decision dated 03 July 2003 issued by the Tarlac City Regional Trial Court (Br. 63) in Civil Case No. 9381 was penned by Judge Arsenio P. Adriano. CA rollo, pp. 19-21.

¹⁸ CA Decision, pp. 3-4, rollo, pp. 22-23.

¹⁹ RTC Decision, CA rollo, pp. 19-21

should be computed from December 7, 2002 on the balance of the principal amount which was ₱315,677.80. The computation should be –

₱ 315,677.80 x 1% (per month) x eight months from December 2002 up to July, 2003)

= total interest due or ₱25,244.16

Thus, the total amount to be paid is computed in this manner - - -

	₱ 315,677.80
Plus	25,244.16
	₱ 340,921.96

Plaintiff is entitled to a reasonable sum of ₱5,000.00 as attorney's fees, there being a stipulation in the contract.

Petitioners assailed the trial court's Decision by filing an ordinary appeal under Rule 41 of the Rules of Court²⁰ and assigning the following errors:²¹

- I. The lower court erred in finding that summary judgment is proper.
- II. The lower court erred in rendering summary judgment when there existed genuine triable issues.
- III. The lower court erred in not conducting a hearing to find out that defendant's obligation had already been extinguished.
- IV. The lower court erred in awarding to plaintiff attorney's fees and costs.

Spouses Navarro claimed²² that a factual controversy still existed concerning their remaining indebtedness. They maintained that the conveyance of their motor vehicle already served to offset the claims of the bank by means of *dacion en pago*. In any event, they averred that it could have simply made a deficiency claim against them if the amount derived from the sale of the vehicle was found insufficient. Consequently, they insisted that the RTC should not have granted the bank's Motion for Summary Judgment, since there was still a need to hold a trial to ascertain the amount of the unpaid balance. With regard to the last issue, petitioners argued that the RTC erred in ordering them to pay attorney's fees and costs of suit. They pointed out that there was no basis for the grant, since there was no trial.

The CA dismissed the appeal outright, because petitioners availed themselves of the wrong remedy. It held that the supposed errors of the RTC

²⁰ See Motion for Reconsideration of Petitioner before the CA, CA *rollo*, pp. 59-63.

²¹ CA Decision, p. 5, *rollo*, p. 24; Appellants' Brief, p.1, CA *rollo*, p. 10.

²² Appellants' Brief, CA *rollo*, pp. 7-17.

revolved around the propriety of resolving the case through a summary judgment.²³ According to the appellate court, since these issues involved pure questions of law, the proper remedy to assail the judgment was to file a petition under Section 1, Rule 45 of the Rules of Court, instead of an ordinary appeal under Section 2, Rule 41 thereof.

Spouses Navarro are now before this Court through a Petition for Review under Rule 45. They insist²⁴ that the CA needed to resolve issues involving questions of fact, and that the determination of whether their obligations have already been extinguished requires a full-blown trial. They also argue that the issue relating to the award of attorney's fees and costs of suit involves questions of fact.

ISSUE

The issue to be resolved by the Court is whether Spouses Navarro resorted to the wrong remedy of filing an ordinary appeal under Rule 41, instead of a petition under Rule 45 of the Rules of Court, when they questioned the correctness of the decision of the RTC to resolve the dispute through a summary judgment before the CA.

RULING

The petition is unmeritorious.

Section 2, Rule 50 of the Rules of Court, clearly mandates the outright dismissal of appeals made under Rule 41 thereof, if they only raise pure questions of law.²⁵ The pertinent provision of Rule 50 reads as follows:

SECTION 2. Dismissal of improper appeal to the Court of Appeals. — An appeal under Rule 41 taken from the Regional Trial Court to the Court of Appeals raising only questions of law shall be dismissed, issues purely of law not being reviewable by said court. Similarly, an appeal by notice of appeal instead of by petition for review from the appellate judgment of a Regional Trial Court shall be dismissed.

An appeal erroneously taken to the Court of Appeals shall not be transferred to the appropriate court but shall be dismissed outright. (Emphases supplied)

There is a question of law when the issue does not call for an examination of the probative value of the evidence presented or an

²³ *Rollo*, pp. 24-25.

²⁴ Reply to Comment, pp. 1-2, *rollo*, pp. 52-53.

²⁵ See *Heirs of Cabigas v. Limbaco*, 670 Phil. 274 (2011)

evaluation of the truth or falsity of the facts admitted.²⁶ Here, the doubt revolves around the correct application of law and jurisprudence on a certain set of facts or circumstances.²⁷ The test for ascertaining whether a question is one of law is to determine if the appellate court can resolve the issues without reviewing or evaluating the evidence.²⁸ Where there is no dispute as to the facts, the question of whether or not the conclusions drawn from these facts are correct is considered a question of law.²⁹ Conversely, there is a question of fact when doubt or controversy arises as to the truth or falsity of the alleged information or facts; the credibility of the witnesses; or the relevance of surrounding circumstances and their relationship to each other.³⁰

Applying the above definition and test to the instant case, it is apparent that petitioners raised pure questions of law in their ordinary appeal under Rule 41. From the Appellants' Brief³¹ filed by Spouses Navarro – *vis-à-vis* their Answer with Counterclaim³² and Comment/Opposition to Plaintiff's Motion for Summary Judgment³³ before the RTC – and even from their Petition for Review on Certiorari³⁴ before this Court, it is clear that the crux of their appeal to the CA is the supposed erroneous conclusions drawn by the trial court from the already uncontested facts before the latter. These uncontested or uncontroverted facts are as follows:

1. Petitioners obtained a loan from the bank in the amount of ₱558,000, and the terms of the loan were accurately reflected in the Promissory Note attached to respondent's complaint.³⁵
2. The bank admitted that petitioners had already paid ₱92,322.20 as loan amortization.³⁶

²⁶ *Heirs of Cabigas v. Limbaco*, 670 Phil. 274 (2011); *St. Mary of the Woods School, Inc. v. Office of the Registry of Deeds of Makati City*, 596 Phil. 778 (2009); *National Power Corporation v. Purefoods Corporation*, 586 Phil. 587 (2008); *First Bancorp, Inc. v. Court of Appeals*, 525 Phil. 309 (2006); *China Road and Bridge Corporation v. Court of Appeals*, 401 Phil. 590 (2000).

²⁷ *Bases Conversion Development Authority v. Reyes*, G.R. No. 194247, 19 June 2013, 699 SCRA 217.

²⁸ *Id.*; *Rivera v. United Laboratories, Inc.*, 604 Phil 184 (2009); *Central Bank of the Philippines v. Castro*, 514 Phil. 425 (2005); *Cucueco v. Court of Appeals*, 484 Phil. 254, 265 (2004); *China Road and Bridge Corporation v. Court of Appeals*, *supra* note 26.

²⁹ *Bases Conversion Development Authority v. Reyes*, *supra*; *Cucueco v. Court of Appeals*, 484 Phil. 254 (2004)

³⁰ *Bases Conversion Development Authority v. Reyes*, *supra*; *Heirs of Nicolas S. Cabigas v. Limbaco*, *supra* note 26; *St. Mary of the Woods School, Inc. v. Office of the Registry of Deeds of Makati City*, *supra* note 26; *National Power Corporation v. Purefoods Corporation*, *supra* note 26; *First Bancorp, Inc. v. Court of Appeals*, *supra* note 26; *China Road and Bridge Corporation v. Court of Appeals*, *supra* note 26.

³¹ Appellants' Brief, CA rollo, pp. 7-17.

³² RTC Records, pp. 17-19.

³³ *Id.* at 31-32.

³⁴ Petition for Review on Certiorari, rollo, pp. 8-19.

³⁵ Answer with Counterclaim of Spouses Navarro, RTC Records, p. 17.

³⁶ Motion for Summary Judgment of Rural Bank of Tarlac, RTC records, pp. 20-27. *See* RTC Decision, p. 1; CA rollo, p. 19.

3. Petitioners surrendered the vehicle to the bank, so that the latter would be able to sell it and apply the proceeds to their loan obligation.
4. The only written agreement pertaining to the surrender of the vehicle was the acknowledgment receipt, which stated that the bank “[r]eceived from *MR. AUGUSTO G. NAVARRO* of Barangay Sto. Domingo II Capas, Tarlac (1) one unit *KIA ADVANTAGE VAN*, in good and running condition.”³⁷
5. The van was sold for only ₱150,000 three months after it was surrendered.³⁸

It may appear that there is still a factual issue concerning the total amount of installment payments made by petitioners. However, they have already been given numerous opportunities to present evidence that they actually paid ₱161,137.69, or ₱68,815.49 more than the amount the bank admitted receiving. We stress that their assertion of the amount paid is an affirmative defense under Section 5(b), Rule 6 of the Rules of Court,³⁹ which they have the burden to substantiate.⁴⁰ In turn, Section 7, Rule 8 thereof, provides that whenever a “defense is based upon a written instrument or document, the substance of such instrument or document shall be set forth in the pleading, and the original or a copy thereof shall be attached to the pleading x x x.”

We have perused the records of this case and found nothing attached or referenced that would evidence additional payment in the amount of ₱68,815.49. Spouses Navarro failed to take advantage of the clear opportunities to prove payment in their Answer with Counterclaim⁴¹ and Comment/Opposition to Plaintiff’s Motion for Summary Judgment⁴² before the RTC; their Appellants’ Brief⁴³ and Motion for Reconsideration⁴⁴ before the CA; and even their Petition for Review on Certiorari,⁴⁵ Reply to

³⁷ Receipt dated 20 May 2002, Annex “1” of Spouses Navarro’s Comment/Opposition to Plaintiff’s Motion for Summary Judgment, RTC Records, p. 34.

³⁸ Receipts, Annexes “B” and “B-1” attached to the Motion for Summary Judgment of Rural Bank of Tarlac, RTC records, p. 25.

³⁹ According to this provision, “An affirmative defense is an allegation of a new matter which, while hypothetically admitting the material allegations in the pleading of the claimant, would nevertheless prevent or bar recovery by him. The affirmative defenses include fraud, statute of limitations, release, payment, illegality, statute of frauds, estoppel, former recovery, discharge in bankruptcy, and any other matter by way of confession and avoidance.”

⁴⁰ *Phil. Commercial International Bank v. Franco*, G.R. No. 180069, 5 March 2014; *Bank of the Philippine Islands v. Spouses Royeca*, 581 Phil. 188 (2008); *Jimenez v. National Labor Relations Commission*, 326 Phil. 89 (1996).

⁴¹ RTC Records, pp. 17-19.

⁴² RTC Records, pp. 31-34.

⁴³ Appellants’ Brief, CA rollo, pp. 7-17.

⁴⁴ Appellants’ Motion for Reconsideration, CA rollo, pp. 59-63.

⁴⁵ Petition for Review on Certiorari, rollo, pp. 8-19.

Comment,⁴⁶ and Memorandum⁴⁷ before this Court. Consequently, the CA cannot be deemed to have committed a reversible error in affirming the RTC decision to uphold the interest of judicial economy and render a summary judgment, especially in the face of petitioners' bare allegations.

We also note that petitioners did not seek to present any additional piece of evidence that would substantiate their claim of a *dacion en pago* agreement with respect to the surrender of the Kia Advantage van. Neither did they present before the RTC any basis for their assertion that a different valuation must be used for the sale of the van. Instead, they eventually asked the trial court to consider the conveyance of the vehicle as full payment of their loan obligation or, in the alternative, that it order the bank to render an accounting to establish the correct loan balances.⁴⁸ They argued before the CA in this wise:⁴⁹

An examination of the pleadings, documents and affidavits on file immediately reveal that there is controversy as to the claim of the plaintiff that the defendants are still indebted to it for the sum of ₱315,677.80, plus interests, penalty charge, liquidated damages and attorney's fees when the obligation has already been fully extinguished with a *Dacion En Pago* over a motor vehicle conveyed to the plaintiff. And even assuming, but without admitting that defendant still owed the plaintiff, the same would just be one for deficiency claim with the total payments made and actual value of the motor vehicle conveyed set off against total bank claims, so that, in such case, an accounting is first needed to establish the correct balances thereon and the lack or absence thereof necessarily renders plaintiff's action premature. These contentious issues necessarily entail the presentation of evidence.

Moreover, the Answer specifically denied the material allegations of the complaint on defendants' default, refusal to pay their obligation that included interest, penalty charges, liquidated damages and attorney's fees.

The only way to ascertain the truth is obviously through the presentation of evidence by the parties. Summary judgment is not proper where the defendant presented defenses tendering factual issues which call for the presentation of evidence as where the defendant specifically denied the material allegations in the complaint.

Thus, there are issues of facts pleaded and disputed rendering the case unripe for a summary judgment. The Honorable Court should try the case on the merits. Until such time as the trial on the merits of the case is done, it would be PREMATURE on the part of the Court to render judgment on the case without leaving the parties on the merits of their respective sides.

The lower court said in its decision that "if the intention of the parties is to consider the surrender of the Kia Van as full payment, a

⁴⁶ Reply to Comment, *rollo*, pp. 52-55.

⁴⁷ Memorandum, *rollo*, pp. 62-72.

⁴⁸ Spouses Navarro's Comment/Opposition to Plaintiff's Motion for Summary Judgment, RTC Records, p. 32.

⁴⁹ Appellants' Brief, *CA rollo*, pp. 13-15.

receipt to that effect should have been signed or acknowledged by the bank. There was none." It must be noted that the Answer alleges "bad faith" and abuse of rights against the plaintiff ["in filing this case for collection when defendants' obligation with it had already been extinguished"⁵⁰]. It should hear and try the case because by the testimony and other evidences to be presented, the court would be informed of the reason why there was no such receipt and why the entire obligation has already been extinguished.

Defendant Augusto Navarro declared in his Affidavit that they "were compelled to surrender the financed Kia Van upon an agreement forged with us by the bank that the surrender of said vehicle (will) fully pay and extinguish our obligation"; that "in consideration of our said agreement, the bank made us to sign IN BLANK a deed of sale over the same motor vehicle to leave to the bank full authority and control to dictate the price thereof; which price, were made to believe and understand, will apply to the full payment and extinguishment of our said obligation".

To support this claim of defendant Augusto Navarro is plaintiff's own exhibit which appears to be the "Deed of Sale" mentioned by said defendant.

Now, would the court be truly justified in rendering a summary judgment when by the appearance of what is before it, it is bound by the dictates of justice and fair play to look into the transaction so it could inform itself as to who among the plaintiff and the defendants are telling the truth? From where we stand, it is very clear that, contrary to the finding of the lower court, the rendition of a summary judgment in this case is not proper. There should be a trial to ferret out the truth.

Besides the lower court itself stated that "it is the burden of defendants to prove that their payments to the bank amounted to ₱161,137.69 as of March 18, 2002, which would be evidenced by receipts of payments to the bank". Verily, if one party has the burden of proof, necessarily he is under obligation to present such proof. So how can one present the proof required of him when he is denied the opportunity to present the same? In effect, such denial is a negation of one's right to be heard and to due process. Under our Constitution, no person shall be deprived of life, liberty or property without due process of law.

From the circumstances availing, there is really a very serious doubt as to the propriety of the summary judgment. In case of such doubt, the doubt shall be resolved against the moving party. The court should take that view of evidence most favorable to the party against whom it is directed and give that party the benefit of all favorable inferences. (Citations omitted, emphases supplied)

Clearly, these matters do not entail a review of the facts or an evaluation of the probative value of the evidence. The CA was only required to examine if the admitted facts in the pleadings and the affidavits filed by the movant warranted the trial court's conclusions on the applicable law. The only factual issue petitioners attempted to tender was the claim that they

⁵⁰ Answer with Counterclaim of Spouses Navarro, RTC Records, p. 18.



paid more than what the bank claimed as total monthly installments. But even on this point, they failed to introduce any acceptable evidentiary reference.

The same reasoning applies to the question relating to the payment of attorney's fees and costs of suit. Petitioners' own arguments show that this question is, in the first place, dependent on the resolution of the issue of the propriety of a summary judgment. It is undisputed that the loan agreement between the parties provided for the award of attorney's fees in favor of the bank, in case it would be forced to file a collection suit.⁵¹ On the other hand, Section 1, Rule 142 of the Rules of Court, clearly states that the payment of the costs of suit "shall be allowed to the prevailing party as a matter of course."⁵² Therefore, the CA only needed to determine if the lower court properly applied the provisions of the loan agreement, the law, the Rules of Court, and jurisprudence to the award of attorney's fees and costs of suit.

Indeed, it is a settled rule⁵³ that the determination of whether an appeal involves only questions of law or of both law and fact is best left to the CA, and that all doubts as to the correctness of its conclusions shall be resolved in its favor. We have nevertheless reviewed its determination and found no reason to disturb its finding that petitioners only raised pure questions of law in their ordinary appeal before it. The CA did not commit any reversible error when it dismissed Spouses Navarro's appeal outright.

WHEREFORE, premises considered, the instant Petition is **DENIED**. The Court of Appeals Decision dated 27 December 2006 and Resolution dated 3 October 2007, which outrightly dismissed the ordinary appeal taken by petitioners in CA-G.R. CV No. 80041, are hereby **AFFIRMED**.

SO ORDERED.



MARIA LOURDES P. A. SERENO
Chief Justice, Chairperson

⁵¹ RTC Decision, p. 3, CA *rollo*, p. 21; Promissory Note, Annex "A" of Complaint, RTC Records, p. 8. See CIVIL CODE, Art. 2208.

⁵² See also: *Star Electric Corp. v. R & G Construction Development and Trading, Inc.*, G.R. No. 212058, 07 December 2015; *Mendoza v. Spouses Gomez*, G.R. No. 160110, 18 June 2014, 726 SCRA 505; *F.F. Cruz & Co., Inc. v. HR Construction Corp.*, 684 Phil. 330 (2012); *Land Bank of the Phils. v. Rivera*, 649 Phil. 575 (2010).

⁵³ *Heirs of Nicolas S. Cabigas v. Limbaco*, supra note 26; *St. Mary of the Woods School, Inc. v. Office of the Registry of Deeds of Makati City*, supra note 26; *National Power Corporation v. Purefoods Corporation*, supra note 26; *First Bancorp, Inc. v. Court of Appeals*, supra note 26; *China Road and Bridge Corporation v. Court of Appeals*, supra note 26; *Philippine National Bank v. Romillo*, 223 Phil. 533 (1985).

WE CONCUR:

TERESITA LEONARDO DE CASTRO
TERESITA J. LEONARDO-DE CASTRO
Associate Justice

Lucas P. Bersamin
LUCAS P. BERSAMIN
Associate Justice

Estela M. Berlas-Bernabe
ESTELA M. BERLAS-BERNABE
Associate Justice

Alfredo Benjamin S. Caguioa
ALFREDO BENJAMIN S. CAGUIOA
Associate Justice

CERTIFICATION

Pursuant to Section 13, Article VIII of the Constitution, I certify that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.

Maria Lourdes P. A. Sereno
MARIA LOURDES P. A. SERENO
Chief Justice