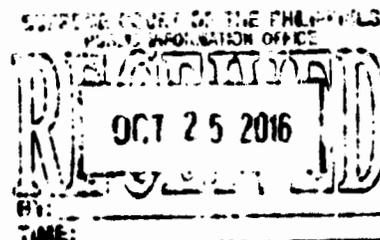




Republic of the Philippines  
**Supreme Court**  
 Manila

FIRST DIVISION



**ELIZABETH SY-VARGAS,**  
 Petitioner,

**G.R. No. 221062**

Present:

- versus -

**THE ESTATE OF ROLANDO  
 OGSOS, SR. and ROLANDO  
 OGSOS, JR.,**  
 Respondents.

SERENO, C.J.,\*  
 LEONARDO-DE CASTRO,  
 Acting Chairperson,\*\*  
 BERSAMIN,  
 PERLAS-BERNABE, and  
 CAGUIOA, JJ.

Promulgated:

**OCT 05 2016**

X-----X

**DECISION**

**PERLAS-BERNABE, J.:**

Assailed in this petition for review on *certiorari*<sup>1</sup> are the Decision<sup>2</sup> dated February 28, 2014 and the Resolution<sup>3</sup> dated October 1, 2015 of the Court of Appeals (CA) in CA G.R. CV No. 03710, which affirmed with modification the Decision<sup>4</sup> dated July 2, 2007 of the Regional Trial Court of Dumaguete City, Branch 36 (RTC) in Civil Case No. 12708, thereby: (a) ordering petitioner Elizabeth Sy-Vargas (petitioner) and her sister, Kathryn T. Sy (Kathryn), to pay respondents the Estate of Rolando Ogsos, Sr. (Ogsos, Sr.) and Rolando Ogsos, Jr., (Ogsos, Jr.; collectively, respondents) the amount of ₱10,391,981.76, representing the value of the sugar and molasses that could have been produced from 1999 to 2004, if only

\* On official business.

\*\* Per Special Order No. 2383 dated September 27, 2016.

<sup>1</sup> *Rollo*, pp. 15-44.

<sup>2</sup> *Id.* at 49-61. Penned by Associate Justice Ma. Luisa C. Quijano-Padilla with Associate Justices Ramon Paul L. Hernando and Carmelita Salandanan-Manahan concurring.

<sup>3</sup> *Id.* at 63-65. Penned by Associate Justice Marilyn B. Lagura-Yap with Associate Justices Pamela Ann A. Maxino and Renato C. Francisco concurring.

<sup>4</sup> *Id.* at 124-135. Penned by Judge Cesar Manuel U. Cadiz, Jr.

*R*

respondents were not deprived by petitioner and Kathryn of possession and enjoyment of the leased agricultural farm; and (b) deleting the awards for moral and exemplary damages, as well as the attorney's fees and costs of suit against respondents.

### The Facts

On February 10, 1994, Ogsos, Sr. and the Heirs of Fermina Pepico (Fermina), represented by their Attorney-in-Fact, Catalino V. Noel, entered into a Contract of Lease<sup>5</sup> (lease contract) covering five (5) parcels of agricultural land owned by the latter, with an aggregate area of 23 hectares, more or less, situated in Maaslum Manjuyod, Negros Oriental (leased premises). Based on the contract, Ogsos, Sr. agreed to pay the Heirs of Fermina 230 piculs or 290.95 liquid-kilogram (lkg.) of centrifugal sugar every crop year, starting from crop year 1994-1995 to crop year 2000-2001, as lease rental.<sup>6</sup>

On June 5, 1996, the term of the lease contract was extended for three (3) years, or until the end of crop year 2004, due to Ogsos, Sr.'s introduction of improvements on the leased premises.<sup>7</sup> Thereafter, or on December 30, 1996, the said contract was amended, modifying the lease rental from 230 piculs or 290.95 lkg. of centrifugal sugar every crop year to ₱150,000.00 cash, beginning the crop year 1996-1997.<sup>8</sup>

Petitioner and Kathryn, who are among the heirs of Fermina, claimed that the lease rentals from crop year 1994-1995 to crop year 1998-1999 were not paid. Thus, on April 27, 2000,<sup>9</sup> they filed a Complaint<sup>10</sup> for Specific Performance and Damages against respondents, before the RTC, docketed as Civil Case No. 12708, to recover the unpaid lease rentals. Pertinently, they did not include in their claim the lease rental for crop year 1999-2000 because respondents had already abandoned the leased premises since the said crop year.<sup>11</sup>

Summons was served in May 2000, but respondent Ogsos, Jr. only filed a motion to admit answer<sup>12</sup> and answer<sup>13</sup> to the complaint after more than two (2) years, or on December 17, 2002.<sup>14</sup> Thus, petitioner and Kathryn filed on January 28, 2003, an opposition thereto, and moved to declare

<sup>5</sup> Id. at 70-71.

<sup>6</sup> See item 3 of the lease contract; id. at 70. See also id. at 52-53 and 126.

<sup>7</sup> Id. at 53 and 126.

<sup>8</sup> Id.

<sup>9</sup> Erroneously dated as "March 27, 2000" by the CA; see id. at 50.

<sup>10</sup> Dated April 26, 2000. Id. at 66-69.

<sup>11</sup> Id. at 19 and 67.

<sup>12</sup> Not attached to the *rollo*.

<sup>13</sup> See Answer with Counter-Claim and Prayer for Preliminary Injunction dated December 16, 2002; *rollo*, pp. 72-84.

<sup>14</sup> See id. at 50-51 and 124.

respondents in default, which the RTC granted in an Order dated March 7, 2003.<sup>15</sup>

Their motion for reconsideration having been denied by the RTC, respondents, then, elevated the matter via a petition for *certiorari* to the CA, docketed as CA-G.R. SP No. 79463, wherein the CA granted respondents petition and remanded the case to the RTC. The CA ordered the RTC to admit respondents' answer so as to give them the opportunity to be heard and to present their side on the merits of the case.<sup>16</sup>

In their answer,<sup>17</sup> respondents alleged that they had faithfully complied with their obligations as embodied in the lease contract and its subsequent amendments.<sup>18</sup> They denied abandoning the leased premises and claimed that sometime in December 1998, petitioner and Kathryn unlawfully took possession of the leased premises and appropriated for themselves the sugarcane ready for harvest under the pretext that they would apply the proceeds thereof to the unpaid rent.<sup>19</sup> They likewise alleged that in the same year, Ogsos, Sr. and his wife fell ill, which incidents forced respondents to obtain loans from several businessmen, namely: Emiliano "Nonette" Bacang, Zaldy Roleda, and Pastor Domocol.<sup>20</sup> The arrangement regarding the foregoing loans was that the said creditors would be allowed to harvest the sugarcane from the leased premises and apply the proceeds thereof to the loans.<sup>21</sup> However, when the creditors were about to harvest the sugarcane, they were prevented by petitioner and Kathryn; resulting in respondents' default in the payment of their debts.<sup>22</sup> On March 22, 2000, Ogsos, Sr. died.<sup>23</sup>

Respondents also averred that since crop years 1994 to 1997-1998, the average production of sugarcane is 1,308.68 lkg. of sugar and 30.409 tons of molasses per year, as computed on the basis of the Planter's Production Reports. Thus, when petitioner and Kathryn took possession of the leased premises, respondents lost their profits equivalent to the aforesaid production starting from crop year 1999-2000 until the termination of the lease contract on crop year 2003-2004.<sup>24</sup> Accordingly, respondents filed a counterclaim for these lost profits plus damages.<sup>25</sup>

On June 6, 2005, respondents moved for the dismissal of the complaint in view of the absence of the required Certificate of Non-Forum

---

<sup>15</sup> See *id.* (Pleadings and Order mentioned are not attached to the *rollo*).

<sup>16</sup> *Id.* at 51 and 124-125.

<sup>17</sup> *Id.* at 72-84.

<sup>18</sup> *Id.* at 74.

<sup>19</sup> *Id.* at 75.

<sup>20</sup> *Id.* at 78.

<sup>21</sup> *Id.*

<sup>22</sup> *Id.* at 54. See *id.* at 78-79.

<sup>23</sup> *Id.* at 75 and 80.

<sup>24</sup> *Id.* at 54 and 79.

<sup>25</sup> *Id.* at 79 and 83.

Shopping. In a Resolution dated November 9, 2005, the RTC dismissed the case without prejudice.<sup>26</sup>

On December 15, 2005, respondents moved for the hearing of their counterclaim, to which the RTC required petitioner and Kathryn to submit a comment, but none was filed. Hence, in an Order dated February 9, 2006, the RTC set the case for reception of evidence on respondents' counterclaim.<sup>27</sup>

On February 28, 2006, respondents filed an *Ex-Parte* Motion to Set Case for Pre-Trial, which was granted by the RTC on March 1, 2006, setting the pre-trial on March 30, 2006. Petitioner, Kathryn, and their counsel failed to appear at the pre-trial and to file their pre-trial brief. Thus, respondents filed a manifestation with motion to present evidence *ex-parte* on June 7, 2006, praying that petitioner and Kathryn be declared in default, and that respondents be allowed to present evidence on their counterclaim *ex-parte*, which the RTC granted in an Order dated June 28, 2006.<sup>28</sup>

Thereafter, or on August 16, 2006, petitioner and Kathryn moved to quash the June 28, 2006 Order, which was, however, denied on September 1, 2006 on the ground that the period to ask for reconsideration or for the lifting of the order had already lapsed.<sup>29</sup>

On October 17, 2006, petitioner and Kathryn filed a motion to dismiss respondents' counterclaim arguing that the same were permissive and that respondents had not paid the appropriate docket fees.<sup>30</sup> However, the RTC, in its November 16, 2006 Order,<sup>31</sup> denied the said motion, declaring respondents' counterclaim as compulsory; thus, holding that the payment of the required docket fees was no longer necessary.<sup>32</sup>

### The RTC Ruling

In a Decision<sup>33</sup> dated July 2, 2007, the RTC granted respondents' counterclaim, and consequently, ordered petitioner and Kathryn to pay respondents the following amounts: (a) ₱10,391,981.76 worth of sugar and molasses produced representing the value of 1,308.68 lkg. of sugar and 30.409 tons of molasses for each crop year that defendant and Ogsos, Sr. were deprived of possession and enjoyment of the leased premises; (b) ₱500,000.00 as moral damages; (c) ₱100,000.00 as exemplary damages; (d)

<sup>26</sup> Id. at 51 and 125.

<sup>27</sup> Id. at 51 and 125.

<sup>28</sup> See id. at 51-52 and 125.

<sup>29</sup> Id. at 52 and 125.

<sup>30</sup> Id. at 52.

<sup>31</sup> See id. at 85-86. Issued by Judge Cesar Manuel U. Cadiz, Jr.

<sup>32</sup> Id.

<sup>33</sup> Id. at 124-135.

₱100,000.00 as attorney's fees and ₱1,000.00 for each personal appearance of respondents' counsel before the RTC; and (e) ₱50,000.00 as costs of suit.<sup>34</sup> In so ruling, it found that Ogsos, Sr. faithfully paid the lease rentals during the crop years 1994 to 1997<sup>35</sup> but eventually stopped their payments when petitioner and Kathryn took possession and harvested the sugarcane in the leased premises sometime in December 1998, despite respondents' objection.<sup>36</sup> Accordingly, petitioner and Kathryn reneged on their obligation to maintain respondents' peaceful and adequate enjoyment of the leased premises when the former forcibly and unlawfully deprived the latter of possession thereof in December 1998, despite payment of the lease rentals. Due to this, petitioner and Kathryn were held liable for breach of the lease contract.<sup>37</sup>

Dissatisfied, petitioner and Kathryn appealed to the CA.<sup>38</sup>

### The CA Ruling

In a Decision<sup>39</sup> dated February 28, 2014 (CA Decision), the CA affirmed the ruling of the RTC but deleted the awards for moral and exemplary damages, as well as the attorney's fees and costs of suit due to the absence of proof that petitioner and Kathryn acted fraudulently or in bad faith.<sup>40</sup>

The CA ruled that the RTC was correct in ruling that respondents' counterclaim is not permissive but compulsory; hence, payment of docket fees was not necessary.<sup>41</sup> Further, the CA ruled that even though the counterclaim was compulsory, the same would not be automatically dismissed upon the dismissal of the action if the dismissal was caused by the fault of the plaintiff, as in this case.<sup>42</sup>

The counsel of petitioner and Kathryn received the CA Decision on March 14, 2014.<sup>43</sup> On March 31, 2014, petitioner and Kathryn filed their motion for reconsideration,<sup>44</sup> which was denied in the Resolution<sup>45</sup> dated October 1, 2015 for being filed out of time; hence, the instant petition solely filed by petitioner.<sup>46</sup>

---

<sup>34</sup> Id. at 134.

<sup>35</sup> Id. at 130.

<sup>36</sup> See id. at 75.

<sup>37</sup> Id. at 130.

<sup>38</sup> See appellants' brief dated December 21, 2011; id. at 136-139.

<sup>39</sup> Id. at 49-61.

<sup>40</sup> See id. at 59-60.

<sup>41</sup> Id. at 57.

<sup>42</sup> Id. at 58-59.

<sup>43</sup> Id. at 63 and 217.

<sup>44</sup> Dated March 31, 2014. Id. at 217-228.

<sup>45</sup> Id. at 63-65.

<sup>46</sup> Kathryn T. Sy no longer filed an appealed.

## The Issues Before the Court

The essential issues for resolution in this case are whether or not the CA correctly ruled that: (a) petitioner's motion for reconsideration was filed out of time; (b) respondents' counterclaim for damages is compulsory and not permissive in nature, and thus, no payment of docket fees is required; and (c) respondents are entitled to such counterclaim.

## The Court's Ruling

### I.

Records bear out that in the assailed October 1, 2015 Resolution, the CA denied petitioner's motion for reconsideration for being purportedly filed out of time. The CA explained that since the registry return receipt showed that petitioner and Kathryn's counsel received the assailed March 14, 2014 Decision, it only had until March 29, 2014 to file a motion for reconsideration. However, they only filed such motion on March 31, 2014, thus, rendering the assailed CA Decision final and executory.

Notably, however, the CA failed to take into consideration that March 29, 2014 fell on a Saturday. In these situations, Section 1, Rule 22 of the Rules of Court provides that:

Section. 1. *How to compute time.* — In computing any period of time prescribed or allowed by these Rules, or by order of the court, or by any applicable statute, the day of the act or event from which the designated period of time begins to run is to be excluded and the date of performance included. If the last day of the period, as thus computed, falls on a Saturday, a Sunday, or a legal holiday in the place where the court sits, the time shall not run until the next working day.

Since March 29, 2014 fell on a Saturday, petitioner and Kathryn were completely justified in filing their motion for reconsideration on the next working day: Monday, March 31, 2014. Accordingly, the CA should not have considered it filed out of time, and instead, resolved such motion on the merits. In such an instance, court procedure dictates that the instant case be remanded to the CA for resolution on the merits. However, when there is already enough basis on which a proper evaluation of the merits may be had – as in this case – the Court may dispense with the time-consuming procedure of remand in order to prevent further delays in the disposition of the case and to better serve the ends of justice.<sup>47</sup> In view of the foregoing – as well as the fact that petitioner prayed for the resolution of the substantive

---

<sup>47</sup> *Spouses Gonzales v. Marmaine Realty Corporation*, G.R. No. 214241, January 13, 2016, citing *Real v. Sangu Philippines, Inc.*, 655 Phil. 68, 90 (2011).

issues on the merits<sup>48</sup> – the Court finds it appropriate to resolve the substantive issues of this case.

## II.

Essentially, the nature of a counterclaim is determinative of whether or not the counterclaimant is required to pay docket fees. The rule in permissive counterclaims is that for the trial court to acquire jurisdiction, the counterclaimant is bound to pay the prescribed docket fees.<sup>49</sup> On the other hand, the prevailing rule with respect to compulsory counterclaims is that no filing fees are required for the trial court to acquire jurisdiction over the subject matter.<sup>50</sup>

In general, a counterclaim is any claim which a defending party may have against an opposing party. A compulsory counterclaim is one which, being cognizable by the regular courts of justice, arises out of or is connected with the transaction or occurrence constituting the subject matter of the opposing party's claim and does not require for its adjudication the presence of third parties of whom the court cannot acquire jurisdiction. A compulsory counterclaim is barred if not set up in the same action.<sup>51</sup>

On the other hand, a counterclaim is permissive if it does not arise out of or is not necessarily connected with the subject matter of the opposing party's claim. It is essentially an independent claim that may be filed separately in another case.<sup>52</sup>

In *Spouses Mendiola v. CA*,<sup>53</sup> the Court had devised tests in determining whether or not a counterclaim is compulsory or permissive:

The four tests to determine whether a counterclaim is compulsory or not are the following, to wit: **(a) Are the issues of fact or law raised by the claim and the counterclaim largely the same? (b) Would *res judicata* bar a subsequent suit on defendant's claims, absent the compulsory counterclaim rule? (c) Will substantially the same evidence support or refute plaintiff's claim as well as the defendant's counterclaim? and (d) Is there any logical relation between the claim and the counterclaim, such that the conduct of separate trials of the**

<sup>48</sup> See *rollo*, p. 43.

<sup>49</sup> *Bungcayao, Sr. v. Fort Ilocandia Property Holdings and Development Corporation*, 632 Phil. 391, 400 (2010).

<sup>50</sup> See *Alba, Jr. v. Malapajo*, G.R. No. 198752, January 13, 2016. In *Korea Technologies Co., Ltd. v. Lerma* (566 Phil. 1, 20 [2008]), it was held that "effective August 16, 2004 under Sec. 7, Rule 141, as amended by A.M. No. 04-2-04-SC, docket fees are now required to be paid in compulsory counterclaim or cross-claims." However, in OCA Circular No. 96-2009 entitled "Docket Fees For Compulsory Counterclaims," dated August 13, 2009, it was clarified **that the rule on imposition of filing fees on compulsory counterclaims has been suspended**. Such suspension remains in force up to this day.

<sup>51</sup> See *Alba, Jr. v. Malapajo*, G.R. No. 198752, January 13, 2016, *id.*, citations omitted.

<sup>52</sup> See *id.*

<sup>53</sup> 691 Phil. 244 (2012).

✓

**respective claims of the parties would entail a substantial duplication of effort and time by the parties and the court?** Of the four, the one compelling test of compulsoriness is the logical relation between the claim alleged in the complaint and that in the counterclaim. Such relationship exists when conducting separate trials of the respective claims of the parties would entail substantial duplication of time and effort by the parties and the court; when the multiple claims involve the same factual and legal issues; or when the claims are offshoots of the same basic controversy between the parties. **If these tests result in affirmative answers, the counterclaim is compulsory.**<sup>54</sup> (Emphases and underscoring supplied)

Based on the abovementioned standards, the Court finds that the counterclaim of respondents is permissive in nature. This is because: (a) the issue in the main case, *i.e.*, whether or not respondents are liable to pay lease rentals, is entirely different from the issue in the counterclaim, *i.e.*, whether or not petitioner and Kathryn are liable for damages for taking over the possession of the leased premises and harvesting and appropriating respondents' crops planted therein; (b) since petitioner and respondents' respective causes of action arose from completely different occurrences, the latter would not be barred by *res judicata* had they opted to litigate its counterclaim in a separate proceeding; (c) the evidence required to prove petitioner's claim that respondents failed to pay lease rentals is likewise different from the evidence required to prove respondents' counterclaim that petitioner and Kathryn are liable for damages for performing acts in bad faith; and (d) the recovery of petitioner's claim is not contingent or dependent upon proof of respondents' counterclaim, such that conducting separate trials will not result in the substantial duplication of the time and effort of the court and the parties.

In view of the finding that the counterclaim is permissive, and not compulsory as held by the courts *a quo*, respondents are required to pay docket fees. However, it must be clarified that respondents' failure to pay the required docket fees, *per se*, should not necessarily lead to the dismissal of their counterclaim. It has long been settled that while the court acquires jurisdiction over any case only upon the payment of the prescribed docket fees, its non-payment at the time of filing of the initiatory pleading does not automatically cause its dismissal provided that: (a) the fees are paid within a reasonable period; and (b) there was no intention on the part of the claimant to defraud the government.<sup>55</sup>

Here, respondents cannot be faulted for non-payment of docket fees in connection with their counterclaim, primarily because as early as November 16, 2006, the RTC had already found such counterclaim to be compulsory in nature.<sup>56</sup> Such finding was then upheld in the July 2, 2007 RTC Decision and affirmed on appeal by the CA in its assailed Decision. As such, the

<sup>54</sup> Id. at 265-266.

<sup>55</sup> See *Unicapital, Inc. v. Consing, Jr.*, 717 Phil. 689, 707-708 (2013).

<sup>56</sup> See November 16, 2006 RTC Order; *rollo*, pp. 85-86.

lower courts did not require respondents to pay docket fees and even proceeded to rule on their entitlement thereto. Verily, respondents' reliance on the findings of the courts *a quo*, albeit erroneous, exhibits their good faith in not paying the docket fees, much more their intention not to defraud the government. Thus, the counterclaim should not be dismissed for non-payment of docket fees. Instead, the docket fees required shall constitute a judgment lien on the monetary awards in respondents' favor. In *Intercontinental Broadcasting Corporation v. Legasto*,<sup>57</sup> citing, Section 2, Rule 141<sup>58</sup> of the Rules of Court, the Court held that in instances where a litigant's non-payment of docket fees was made in good faith and without any intention of defrauding the government, the clerk of court of the court *a quo* should be ordered to assess the amount of deficient docket fees due from such litigant, which will constitute a judgment lien on the amount awarded to him, and enforce such lien,<sup>59</sup> as in this case.

That being said, the Court now resolves whether or not respondents are indeed entitled to their counterclaim.

### III.

In this case, the RTC found that under the lease contract, petitioner and Kathryn were bound to keep respondents in peaceful and adequate enjoyment of the leased premises for the entire duration of the lease and that respondents faithfully paid their lease rentals for a period of four (4) years, or until crop year 1998. Despite the foregoing, petitioner and Kathryn unlawfully took possession (sometime in December 1998) and harvested respondents' crops over their objections. The RTC further found that due to such unlawful dispossession of the leased premises, **respondents were deprived of profits for six (6) crop years (i.e., from crop year 1999 to crop year 2004, which was the last crop year of the lease) in the amount of ₱1,731,996.96 per year, or a grand total of ₱10,391,987.76.**<sup>60</sup> Such factual findings were then affirmed by the CA in its assailed ruling. It has long been settled that factual findings of the trial court, affirmed by the CA, are final and conclusive and may not be reviewed on appeal,<sup>61</sup> save for certain exceptions,<sup>62</sup> which petitioner failed to show in this case. As such, the grant of said counterclaim is upheld.

<sup>57</sup> 521 Phil. 469 (2006).

<sup>58</sup> Section 2, Rule 141 of the Rules of Court states:

Section 2. *Fees in lien.* – Where the court in its final judgment awards a claim not alleged, or a relief different from, or more than that claimed in the pleading, the party concerned shall pay the additional fees which shall constitute a lien on the judgment in satisfaction of said lien. The clerk of court shall assess and collect the corresponding fees.

<sup>59</sup> *Supra* note 57, at 480-481.

<sup>60</sup> See *rollo*, pp. 130-132.

<sup>61</sup> See *Bacalso v. Aca-ac*, G.R. No. 172919, January 13, 2016, citing *Spouses Pascual v. Spouses Coronel*, 554 Phil. 351, 360 (2007).

<sup>62</sup> “As a rule, only questions of law may be raised in a petition for review under Rule 45 of the Rules of Court. In many instances, however, this Court has laid down exceptions to this general rule, as follows: (1) When the factual findings of the Court of Appeals and the trial court are contradictory; (2) When the conclusion is a finding grounded entirely on speculation, surmises or conjectures; (3) When the inference made by the Court of Appeals from its findings of fact is manifestly mistaken, absurd or

✓

Nonetheless, the Court finds it proper to deduct from the counterclaim award of ₱10,391,987.76 the amount of ₱900,000.00, which represents the lease rentals that should have been paid by the lessee, *i.e.*, respondents, during the six (6) crop years (*i.e.*, crop years 1999 to 2004) that they were deprived possession of the leased premises. As the Court's counterclaim award of lost profits during the said period stems from the recognition that the lessor, *i.e.*, petitioner and Kathryn, should have complied with their obligations to keep respondents in peaceful and adequate enjoyment of the leased premises for the entire duration of the lease, it is but fair and just that respondents be also held to their obligations thereunder – that is, to pay the lease rentals for the entire duration of the contract. Perceptibly, respondents' gain of profits during such period presupposes a valid and subsisting lease contract, which is rendered legally possible if only they themselves discharged their own obligation to pay the lease rentals therefor.

**WHEREFORE**, the petition is **DENIED**. The Decision dated February 28, 2014 and the Resolution dated October 1, 2015 of the Court of Appeals in CA G.R. CV No. 03710 are hereby **AFFIRMED** with **MODIFICATION** deducting from the counterclaim award of ₱10,391,987.76 in favor of the Estate of Rolando Ogsos, Sr. and Rolando Ogsos, Jr. (respondents) the amount of ₱900,000.00, which represents the unpaid lease rentals for the crop years 1999 to 2004 as above-discussed. Moreover, a judgment lien shall be imposed on the monetary award given to respondents corresponding to the unpaid docket fees on the permissive counterclaim. Accordingly, the Clerk of Court of the Regional Trial Court of Dumaguete City, Branch 36, or his duly authorized deputy, is hereby ordered to enforce the judgment lien and to assess and collect the appropriate docket fees from respondents.

**SO ORDERED.**

  
**ESTELA M. PERLAS-BERNABE**  
Associate Justice

---

impossible; (4) When there is grave abuse of discretion in the appreciation of facts; (5) When the appellate court, in making its findings, went beyond the issues of the case, and such findings are contrary to the admissions of both appellant and appellee; (6) When the judgment of the Court of Appeals is premised on misapprehension of facts; (7) When the Court of Appeals failed to notice certain relevant facts which, if properly considered, would justify a different conclusion; (8) When the findings of fact are themselves conflicting; (9) When the findings of fact are conclusions without citation of the specific evidence on which they are based; and (10) When the findings of fact of the Court of Appeals are premised on the absence of evidence but such findings are contradicted by the evidence on record. (*Treñas v. People*, 680 Phil. 368, 378 [2012], citing *Salcedo v. People*, 400 Phil. 1302, 1308-1309 [2000].)

**WE CONCUR:**

On official business  
**MARIA LOURDES P. A. SERENO**  
Chief Justice

*Teresita Leonardo de Castro*  
**TERESITA J. LEONARDO-DE CASTRO**  
Associate Justice  
Acting Chairperson

*Lucas P. Bersamin*  
**LUCAS P. BERSAMIN**  
Associate Justice

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

**A T T E S T A T I O N**

I attest 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.

*Teresita Leonardo de Castro*  
**TERESITA J. LEONARDO-DE CASTRO**  
Associate Justice  
Acting Chairperson, First Division

**C E R T I F I C A T I O N**

Pursuant to Section 13, Article VIII of the Constitution, and the Division Acting Chairperson's Attestation, 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.

*Antonio T. Carpio*  
**ANTONIO T. CARPIO**  
Acting Chief Justice