



**Republic of the Philippines
Supreme Court
Manila**

SECOND DIVISION

ARLO ALUMINUM, INC.,
Petitioner,

G.R. No. 215874

Present:

- versus -

CARPIO, J., *Chairperson*,
PERALTA,
MENDOZA,
LEONEN, and
MARTIRES, JJ.

**VICENTE M. PIÑON, JR., IN
BEHALF OF VIC EDWARD
PIÑON,**
Respondent.

Promulgated:

05 JUL 2017

X ----- X

DECISION

MENDOZA, J.:

This is a petition for review on *certiorari* seeking to reverse and set aside the February 11, 2014 Decision¹ and the December 15, 2014 Resolution² of the Court of Appeals (*CA*) in CA-G.R. SP No. 127611. The appellate court affirmed the June 29, 2012 Decision³ of the National Labor Relations Commission (*NLRC*) in NLRC LAC Case No. 02-000602-12, which, in turn, modified the November 22, 2011 Decision⁴ of the Labor Arbiter (*LA*) in NLRC-NCR Case No. 05-06913-11, a case for monetary claims.

¹ *Rollo*, pp. 398-410.

² *Id.* at 431-432.

³ Penned by Presiding Commissioner Joseph Gerard E. Mabilog, with Commissioners Isabel G. Panganiban-Ortiguerra and Nieves E. Vivar-De Castro, concurring; *id.* at 344-345.

⁴ Penned by Labor Arbiter Catalino R. Laderas; *id.* at 302-313.

The Antecedents:

Petitioner Arlo Aluminum, Inc. (*Arlo Aluminum*) is a duly registered corporation engaged in the business of fabrication and supply of aluminum moldings. In 2009, it was contracted by Eton Properties Philippines, Inc. (*Eton Properties*) to supply and install aluminum and glass glazing works for its Eton Residences Greenbelt condominium project at Legaspi St., Legaspi Village, Makati City (*Eton Residence Project*). Pursuant thereto, Arlo Aluminum engaged the services of E.M. Piñon Glazing (*EMP Glazing*), through subcontracting, and among the latter's employees was Vic Edward Piñon (*Vic Edward*), son of respondent Vicente Piñon, Jr. (*Vicente*).

On January 27, 2011, eleven (11) employees of EMP Glazing, including Vic Edward, were aboard a *gondola*, which was used to install glass and aluminum along the perimeter of the building, when it crashed from the thirty-second (32nd) floor of the Eton Residence Project. Ten (10) of the employees, including Vic Edward, died in the incident.

The families of the victims were extended financial assistance in the amount of ₱150,000.00 by Eton Properties and Arlo Aluminum. The funeral and burial expenses and the SSS contributions pertaining to Vic Edward were also paid. In return, the families signed a Deed of Release, Waiver and Quitclaim,⁵ dated February 3, 2011, the pertinent provisions read:

AKO, si VICENTE M. PIÑON, Pilipino, may sapat na gulang, at naninirahan at may pahatirang sulat sa Bana Comp., Magsaysay Avenue, San Bartolome, Novaliches, Quezon City, matapos manumpa nang sang-ayon sa ipinag-uutos ng batas ay malaya at kusang-loob na nagsasalaysay:

Ako ay ang Ama at ang legal na tagapagmana at naatasan ng iba pang tagapagmana ni VIC EDWARD PIÑON. Kaugnay sa kaniyang pagiging empleyado ng E.M. Pinon at pagkasawi sa aksidente noong Enero 27, 2011 sa Eton Residences Project Site **tinatanggap ko [ng] buong lugod ang halagang Isandaan at Limampung Libong Piso (₱150,000.00)** bilang tulong pinansyal at kabayaran sa lahat ng benepisyong itinakda ng batas para sa akin at kay VIC EDWARD PIÑON;

DAHILAN DITO AT ALANG-ALANG SA NASABING HALAGA:

1. Pinalalaya at pinapawalang sala ko ang E.M. Pinon pati na rin ang Eton Properties Philippines, Inc., Arlo Aluminum Company, Inc., C.E. Construction Corporation, Jose Aliling Construction Management, Inc. at iba pang Contractors at Sub-Contractors, gayundin ang mga may-ari, tagapamahala, kinatawan at kahalili ng mga ito tungkol sa ano mang pananagutan at/o

⁵ Id. at 109-110.

paghahabol na maaaring mayroon ako laban sa kanila kaugnay ng pagkasawi ni VIC EDWARD PIÑON sa aksidente noon Enero 27, 2011 sa Eton Residences Project Site.

2. Ipinangangako at ipinababatid ko na rin na hindi ako maghahabol laban sa E.M. Pinon pati na rin sa Eton Properties Philippines, Inc., Arlo Aluminum Company, Inc., C.E. Construction Corporation, Jose Aliling Construction Management, Inc. at iba pang Contractors at Sub-Contractors, may-ari, tagapagmahala, kinatawan ng mga ito, ng ano pa mang halaga or reklamo na may kaugnayan sa aksidente noong Enero 27, 2011 sa Eton Residence Project Site.

3. Sumasang-ayon ako at nagpapahayag na sa halagang nabanggit sa itaas at aking natanggap, **bahagi na ang lahat ng sahod at mga benepisyong tinatakda ng batas, polisiya at kaugalian, at kaugnay sa paglilingkod ni VIC EDWARD PIÑON sa E.M. Pinon,** ang halagang nabanggit sa itaas nito ay kumakatawan sa buong kabayaran ng anumang dapat matanggap niya.⁶ xxxx [Emphases supplied; Boldface omitted in the original]

On May 3, 2011, Vicente filed a complaint in behalf of his deceased son, Vic Edward, before the LA for underpayment of wages, overtime pay, 13th month pay, non-payment of holiday pay, holiday premium, rest day premium, service incentive leave pay, separation pay, night shift differential, and claims for damages and death benefits. He asserted that starting 2009, Vic Edward's salary was ₱280.00, still below the minimum wage rate, and that he was not paid his service incentive leave pay and 13th month pay.

Vicente added that during the wake of his son, the representatives of Eton Properties and Arlo Aluminum extended financial assistance in the amount of ₱150,000.00. Believing that this was only by way of financial assistance and nothing more, he accepted the same and signed the deed of release, waiver and quitclaim. Vicente eventually learned that the amount paid as salaries to his deceased son was not in accordance with law. Hence, he filed the subject suit.

Position of Arlo Aluminum

For its part, Arlo Aluminum countered that on January 27, 2011, the date of the accident, an on-site labor standards and occupational safety and health standards inspection was conducted by the Department of Labor and Employment-National Capital Region (*DOLE-NCR*). The inspection case was docketed as Case No. NCR-TSSD-1101-RI-004 SPL. Several hearings were conducted therein and were attended by Eton Properties, C.E.

⁶ Id. at 109.

Construction and Arlo Aluminum. It was found therein that Vic Edward was not an employee of Eton Properties.

Arlo Aluminum averred that on March 18, 2011, DOLE-NCR informed Eton Properties of its findings regarding some contractors that have yet to settle their obligations with their employees. Arlo Aluminum and EMP Glazing, who were responsible for hiring Vic Edward, were not among those identified by DOLE-NCR. Hence, they should be absolved from liability.

Arlo Aluminum added that on February 3, 2011, upon the receipt of the amount of ₱150,000.00, Vicente executed a valid deed of release, waiver and quitclaim in its favor, which was witnessed by his wife, Edna Piñon, and Vilma Piñon. It argued that the claim of Vicente had been satisfied.

The LA Ruling

In its November 22, 2011 Decision,⁷ the LA ruled in favor of Arlo Aluminum. It found that Edward had an employer-employee relationship with EMP Glazing only and the latter was merely hired by Arlo Aluminum as its subcontractor. Nevertheless, the LA stated that it was not proven by EMP Glazing that it paid Vic Edward his correct wages and labor standard benefits because the payrolls were not presented. Thus, Vicente was awarded Vic Edward's underpaid wages, service incentive leave pay, and 13th month pay.

On the other hand, the LA opined that the claim of non-payment of overtime pay, holiday pay, premium for holiday, and rest day must be denied for lack of factual basis because Vicente did not present proof on the actual overtime services rendered and work performed by Vic Edward on a holiday or rest day. It also denied the other monetary claims of Vicente because these were unsubstantiated. The dispositive portion reads:

WHEREFORE, premised on the foregoing considerations, judgment is hereby rendered declaring respondent EDUARDO PINION/E.M. PINION/EMP GLAZING, jointly and severally liable to pay complainant, *viz.*:

1. Salary differentials, unpaid service incentive leave pay and 13th month pay of VIC EDWARD PIÑON's subject to the prescriptive period mandated by Article 291 of the Labor Code.

⁷ Id. at 302-313.

The complaint against ETON PROPERTIES, INC./LUCIO TAN, CE CONSTRUCTION CORPORATION, JOSE ALILING CONSTRUCTION/DANILO IGNACIO and ARLO ALUMINUM, INC., are hereby DISMISSED for lack of merit.

The Computation Unit is hereby directed to compute the complainant's monetary award subject to the three (3) year prescriptive period which form part of this decision.

Other claims are DISMISSED for lack of merit.

SO ORDERED.⁸

Aggrieved, Vicente elevated an appeal to the NLRC.

The NLRC Ruling

In its June 29, 2012 Decision,⁹ the NLRC modified the LA ruling. It upheld the computation of the LA that Vicente must be paid salary differential, service incentive leave pay and 13th month pay in the total amount of ₱145,276.22.¹⁰ Further, the NLRC stated that although EMP Glazing was an independent contractor, it did not completely absolve Arlo Aluminum and Eton Properties from all liabilities. It underscored that under Article 106 of the Labor Code, as amended, in the event that the subcontractor fails to pay the wages of its employees, the employer shall be jointly and severally liable to said employees to the extent of the work performed under the contract.

Accordingly, the NLRC concluded that because Eton Properties was the principal employer, Arlo Aluminum was the contractor, and EMP Glazing was the subcontractor, they should all be solidarily liable for the unpaid wages and benefits of Vic Edwards. The *fallo* states:

WHEREFORE, premises considered, the decision of the Labor Arbiter dated November 29, 2011 is hereby MODIFIED. Respondents Piñon, Arlo Aluminum, and Eton, are jointly and severally ordered to pay complainant the award in the appealed decision.

SO ORDERED.¹¹

⁸ Id. at 312-313.

⁹ Id. at 344-354.

¹⁰ Id. at 351.

¹¹ Id. at 354.

Arlo Aluminum filed a motion for reconsideration but it was denied by the NLRC in its resolution, dated September 19, 2012.

Undaunted, Arlo Aluminum filed a petition for *certiorari* before the CA.

The CA Ruling

In its assailed decision, dated February 11, 2014, the CA *affirmed* the ruling of the NLRC. It held that the deed of release, waiver and quitclaim was invalid because it was signed only a week after the death of Vic Edward. The CA opined that Eton Properties and Arlo Aluminum took advantage of Vicente's overwrought state when it offered the financial assistance. It was invalid also because it covered all the claims that Vicente might have against Eton Properties and Arlo Aluminum.

The CA added that EMP Glazing was a labor-only contractor because Arlo Aluminum failed to show that the former had sufficient capital and investments to conduct its undertaking. It also held that Arlo Aluminum remained to be in control of the project because it still coordinated with the project managers and it monitored the utilization of materials by EMP Glazing. Thus, the appellate court concluded that it was proper to hold Eton Properties, Arlo Aluminum, and EMP Glazing jointly and severally liable to pay Vic Edward's unpaid wages and benefits. The CA disposed the case in this wise:

WHEREFORE, in view of the foregoing, the Petition for Certiorari is **DISMISSED**. The Decision, dated June 29, 2012, and Resolution, dated September 19, 2012, rendered by respondent National Labor Relations Commission (NLRC) in NLRC LAC Case No. 02-000602-12, are **AFFIRMED**.

SO ORDERED.¹²

Arlo Aluminum moved for reconsideration but its motion was denied by the CA in its assailed resolution, dated December 15, 2014.

Hence, this petition.

¹² Id. at 410.

ISSUES

I

THE DECISION OF THE COURT OF APPEALS TO DISREGARD AND NULLIFY THE RELEASE WAIVER AND QUITCLAIM IS CONTRARY TO LAW AND PREVAILING JURISPRUDENCE.

II

THE COURT OF APPEALS SHOULD HAVE DIRECTED THE HEIRS OF VIC EDWARD PIÑON TO RETURN THE AMOUNT OF ₱150,000.00 OR DEDUCTED THE SAID AMOUNT FROM THE JUDGMENT AWARD WHEN IT INVALIDATED THE QUITCLAIM IN ACCORDANCE WITH PREVAILING CASE LAW.

III.

THE COURT OF APPEALS SHOULD NOT HAVE DECIDED FACTS WHICH WERE NOT BROUGHT BEFORE IT FOR REVIEW BY THE PETITIONER AND ARE NOT MATERIAL AND RELEVANT TO THE PRESENT CASE.¹³

Arlo Aluminum argued that the deed of release, waiver and quitclaim was valid; that the said quitclaim clearly showed that it was a settlement and satisfaction of any and all labor claims relating to the salaries and benefits that Vic Edward could have been entitled to under relevant labor laws during his lifetime; that the monetary award of ₱145,276.22, representing salary differentials and unpaid benefits, was sufficiently covered by the financial assistance of ₱150,000.00 voluntarily received by Vicente; that the quitclaim could not be nullified because it had a sufficient consideration of ₱150,000.00; and that aside from the financial assistance, Arlo Aluminum and Eton Properties provided funeral and burial assistance and paid the SSS contributions of Vic Edward.

Arlo Aluminum further contended that even if the quitclaim was declared invalid, the ₱150,000.00 should have been returned to Arlo Aluminum and Eton Properties, or it should have offset their liabilities in the amount of ₱145,276.22; that it had not been criminally or civilly declared liable for the incident; and that the CA should not have discussed matters not raised as issues in its petition for *certiorari*, like ruling that EMP Glazing was a labor-only contractor.

¹³ Id. at 24-25.

In his Comment,¹⁴ Vicente countered that Arlo Aluminum failed to prove that Vic Edward was paid with his proper wages; that EMP Glazing was a mere labor-only contractor because it did not have substantial capital or investment; that even if EMP Glazing was not a labor-only contractor, Arlo Aluminum and Eton Properties were still liable for non-payment of wages; that the deed of release, waiver and quitclaim was invalid because Vicente was made to sign the same when he was still weak and feeble from the tragedy; that the consideration therein was insufficient to cover all the liabilities of Arlo Aluminum to Vic Edward; and that the quitclaim could not bar him from filing the complaint for underpayment of wages.

The Court's Ruling

The petition is meritorious.

The present case involves the validity of a release, waiver and quitclaim and the sufficiency of the consideration paid to the heirs of the laborer.

Not all quitclaims are invalid; a valid quitclaim has sufficient consideration

To be valid, a deed of release, waiver or quitclaim must meet the following requirements: (1) that there was no fraud or deceit on the part of any of the parties; (2) that the consideration for the quitclaim is sufficient and reasonable; and (3) that the contract is not contrary to law, public order, public policy, morals or good customs, or prejudicial to a third person with a right recognized by law. Courts have stepped in to invalidate questionable transactions, especially where there is clear proof that a waiver, for instance, was obtained from an unsuspecting or a gullible person, or where the agreement or settlement was unconscionable on its face. A quitclaim is ineffective in barring recovery of the full measure of a worker's rights, and the acceptance of benefits therefrom does not amount to estoppel. Moreover, a quitclaim in which the consideration is scandalously low and inequitable cannot be an obstacle to the pursuit of a worker's legitimate claim.¹⁵

It is only where there is clear proof that the waiver was wangled from an unsuspecting or gullible person, or the terms of the settlement are unconscionable on its face, that the law will step in to annul the questionable transaction. But where it is shown that the person making the waiver did so

¹⁴ Id. at 460-470.

¹⁵ *City Government of Makati v. Odeña*, 716 Phil. 284, 319 (2013).

voluntarily, with full understanding of what he was doing, and the consideration for the quitclaim is sufficient and reasonable, the transaction must be recognized as a valid and binding undertaking.¹⁶

In *Goodrich Manufacturing Corp. v. Ativo*,¹⁷ the Court held that the quitclaims were valid because the contents thereof were simple, clear and unequivocal; that the business was closed due to legitimate reasons; and that the consideration given under the quitclaims did not appear to be grossly inadequate vis-à-vis what the employees should have received in full. It was underscored therein that the total monetary awards computed by the LA were even lesser than the amounts already received by the employees in the quitclaim. Thus, due to the sufficient consideration, the validity of the quitclaim was upheld.

Likewise, in *Jiao v. National Labor Relations Commission*,¹⁸ the quitclaim was declared valid because there were no allegations of fraud or deceit employed; no force or duress was exerted against the employees to sign the quitclaims; and the consideration was reasonable as it was based on the amount required by law. The Court observed that the compensation of separation pay equivalent to one and a half month salary for every year of service was a sufficient consideration under labor laws.

In this case, the Court is of the view that the deed of release, waiver and quitclaim signed by Vicente was valid.

First, the consideration given to Vicente in the amount of ₱150,000.00 was reasonable and sufficient to cover the labor claims. It must be noted that the present case involves underpayment of wages and non-payment of benefits by Arlo Aluminum and Eton Properties and it was concluded by the LA that Vicente was entitled to the amount of ₱145,276.22. The said amount was determined by the LA - the body mandated by the rules to determine the proper computation of judgment awards to the employees.¹⁹ *A fortiori*, the said monetary award was affirmed by the NLRC in its decision.²⁰ Evidently, the consideration given in the quitclaim sufficiently covers the liability of Arlo Aluminum and Eton Properties to Vicente for the labor claims. Thus, it cannot be said that the quitclaim had insufficient consideration.

¹⁶ *Zuellig Pharma Corp. v. Sibal*, 714 Phil. 33, 54 (2013).

¹⁷ 625 Phil. 102 (2010).

¹⁸ 686 Phil. 171(2012).

¹⁹ 2011 NLRC Rules of Procedure, Rule XI, Section 5. Pre-Execution Conference. - Within two (2) working days from receipt of a motion for the issuance of a writ of execution which shall be accompanied by a **computation of a judgment award**, if necessary, the Commission or the Labor Arbiter may schedule a pre-execution conference to thresh out matters relevant to execution including the **final computation of monetary award**. The preeexecution conference shall not exceed fifteen (15) calendar days from the initial schedule, unless the parties agreed to an extension. [Emphasis supplied]

²⁰ *Rollo*, p. 351.

Moreover, it was expressly provided in the quitclaim that the consideration received by Vicente in the quitclaim was for the purpose of compensating the unpaid salaries and benefits of Vic Edward. Indeed, it was unequivocally stated therein that the consideration was “*bahagi na ang lahat ng sahod at mga benepisyong tinatakdang batas, polisiya at kaugalian, at kaugnay sa paglilingkod ni VIC EDWARD PINON.*”²¹ Thus, insofar as the labor claims of Vicente is concerned, the compensation given by Arlo Aluminum and Eton Properties was satisfactory. Likewise, the LA, the NLRC and the CA uniformly found that the ₱150,000.00 was accepted and received by Vicente.

Second, Arlo Aluminum did not procure the quitclaim with fraud or deceit. Neither was there proof that it employed force or duress to compel Vicente to sign the quitclaim. Aside from giving the sufficient consideration under labor laws, it provided benefits such as funeral and death benefits, and it also paid for the SSS contributions of Vic Edward.²² The mere fact that the said quitclaim was signed during the wake of Vic Edward does not conclusively show that Arlo Aluminum and Eton Properties took advantage of Vicente’s weak state.

Even if Vicente accepted the compensation due to dire economic needs, the quitclaim cannot be invalidated on that ground alone. “Dire necessity” may be an acceptable ground to annul quitclaims if the consideration is unconscionably low and the employee was tricked into accepting it. It, however, does not justify the annulment of a quitclaim when it is not shown that the employee had been forced to execute it.²³ To reiterate, the amount of ₱150,000.00 is a sufficient consideration for Vicente’s labor claims as computed by the LA and affirmed by the NLRC.

*Even if the quitclaim is invalid,
the consideration paid must be
returned or must off-set the
labor obligations of Arlo
Aluminum and Eton Properties*

When a quitclaim is declared invalid for one reason or another, the recipient thereto must return or offset the compensation received. The case of *Emco Plywood Corporation v. Abelgas*²⁴ involves the validity of the deed of release or quitclaim signed by the retrenched employees. In that case, it

²¹ Id. at 89.

²² Id. at 203-208.

²³ *Coats Manila Bay, Inc. v. Ortega*, 598 Phil. 768, 780 (2009).

²⁴ 471 Phil. 460 (2004).

was ruled that the employer failed to discharge its burden in proving that the quitclaims were valid. Nevertheless, the Court ruled that the amounts already received by the employees pursuant to the quitclaim should be deducted from their respective monetary awards, to wit:

As a rule, deeds of release or quitclaim cannot bar employees from demanding benefits to which they are legally entitled or from contesting the legality of their dismissal. The acceptance of those benefits would not amount to estoppel. **The amounts already received by the present respondents as consideration for signing the Quitclaims should, however, be deducted from their respective monetary awards.²⁵** [Emphasis supplied]

Similarly, in *Rondina v. Court of Appeals*,²⁶ the Court declared that the quitclaim signed by the employees were invalid because there was a gross disparity between the consideration received therein and the proper amount of award computed by the voluntary arbitrator. Nevertheless, it was adjudged that the amounts already received by the employee under the invalid quitclaim must be subtracted from the monetary award to be received by the employee.²⁷

In the case at bench, even if the deed of release, waiver or quitclaim signed by Vicente is declared invalid, it does not negate the fact that he already received ₱150,000.00 in consideration thereof. The said amount must either be returned or deducted from the total monetary award determined by the LA. To recap, the LA computed the monetary award in favor of Vic Edward at ₱145,276.22. Evidently, the said amount is adequately covered by the consideration in the quitclaim. Thus, Arlo Aluminum and Eton Properties have nothing more to pay as far as the labor claims are concerned.

The Court cannot sanction the ruling of the CA that despite receiving the ₱150,000.00 from the quitclaim, which clearly covers the salary and benefits that Vic Edward is entitled to, Arlo Aluminum must still pay the amount of ₱145,276.22 as a monetary award. This will amount to double compensation considering that said monetary award was already covered by the quitclaim. Hence, the Court is of the view that Arlo Aluminum already satisfied its liabilities to Vic Edward insofar as his unpaid wages and other labor benefits are concerned.

²⁵ Id. at 484.

²⁶ 610 Phil. 27 (2009).

²⁷ Id. at 40.

The other claims of Vicente against Arlo Aluminum and Eton Properties must be threshed out in another forum

The jurisdiction of the LA is limited to hearing claims in connection with an existing employer-employee relationship.²⁸ Article 224 of the Labor Code provides that the LA, in his or her original jurisdiction, and the NLRC, in its appellate jurisdiction, may determine issues involving claims arising from employer-employee relations.²⁹

Manifestly, the LA has no authority to decide issues not arising from the employment contract of Vic Edward. If Vicente would want to pursue other legal actions against Arlo Aluminum, Eton Properties, and EMP Glazing due to the tragedy that occurred, he must do so in the courts which has jurisdiction over the subject matter.

WHEREFORE, the petition is **GRANTED**. The Complaint, dated May 3, 2011, of Vicente Piñon, Jr. before the Labor Arbiter docketed as NLRC-NCR Case No. 05-06913-11, is **DISMISSED** for lack of merit.

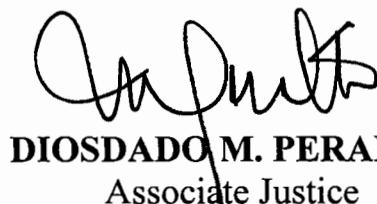
SO ORDERED.


JOSE CATRAL MENDOZA
Associate Justice

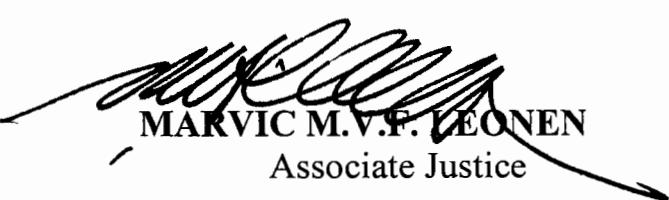
²⁸ ART. 224 (as renumbered). JURISDICTION OF LABOR ARBITERS AND THE COMMISSION. — (a) Except as otherwise provided under this Code, the Labor Arbiters shall have original and exclusive jurisdiction to hear and decide within thirty (30) calendar days after the submission of the case by the parties for decision without extension, even in the absence of stenographic notes, the following cases involving workers, whether agricultural or non-agricultural:

- (1) Unfair labor practice cases;
- (2) Termination disputes;
- (3) If accompanied with a claim for reinstatement, those cases that workers may file involving wages, rates of pay, hours of work and other **terms and conditions of employment**;
- (4) Claims for actual, moral, exemplary and other forms of damages arising from the **employer-employee relations**;
- (5) Cases arising from any violation of Article 264 of this Code, including questions involving the legality of strikes and lockouts; and
- (6) Except claims for Employees Compensation, Social Security, Medicare and maternity benefits, all other claims, arising from employer-employee relations including those of persons in domestic or household service, involving an amount exceeding five thousand pesos (P5,000.00), regardless of whether accompanied with a claim for reinstatement. x x x x. [Emphases supplied]

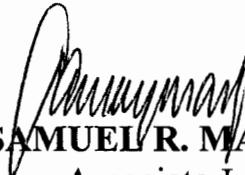
²⁹ *Milan v. National Labor Relations Commission*, G.R. No. 202961, February 4, 2015, 750 SCRA 1, 17.

WE CONCUR:**ANTONIO T. CARPIO**Associate Justice
Chairperson
DIOSDADO M. PERALTA

Associate Justice


MARVIC M.V.F. LEONEN

Associate Justice


SAMUEL R. MARTIRES

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.

**ANTONIO T. CARPIO**Associate Justice
Chairperson, Second 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 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.



MARIA LOURDES P. A. SERENO
Chief Justice