



Republic of the Philippines
Supreme Court
Manila

FIRST DIVISION

RIZAL COMMERCIAL
BANKING CORPORATION,
Petitioner,

G.R. No. 160446

Present:

- versus -

SERENO, C.J.,
Chairperson,
LEONARDO-DE CASTRO,
BRION,*
BERSAMIN, and
REYES, JJ.

DOLORES HILARIO,
TERESITA HILARIO, THELMA
HILARIO OCHOA and
EDUARDO HILARIO,
Respondents.

Promulgated:

19 SEP 2012

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DECISION

LEONARDO-DE CASTRO, J.:

The present Petition for Review on *Certiorari* under Rule 45 of the Rules of Court seeks to reverse the July 25, 2002 Decision¹ and October 16, 2003 Resolution² of the Court of Appeals in CA-G.R. CV No. 55891,

* Per Special Order No. 1305 dated September 10, 2012.

¹ *Rollo*, pp. 39-47; penned by Associate Justice Eriberto U. Rosario, Jr. with Associate Justices Oswaldo D. Agcaoili and Danilo B. Pine, concurring.

² *Id.* at 49; penned by Associate Justice Danilo B. Pine with Associate Justices Josefina Guevara-Salonga and Edgardo F. Sundiam, concurring.

entitled *Dolores Hilario, Teresita Hilario Duran, Thelma Hilario Ochoa, and Eduardo P. Hilario versus Rizal Commercial Banking Corporation*. These appellate court issuances granted the appeal filed by herein respondents Dolores Hilario, Teresita Hilario, Thelma Hilario Ochoa and Eduardo Hilario and reversed the September 23, 1996 Order³ of the Regional Trial Court (RTC), Branch 131, Caloocan City (Caloocan RTC) dismissing Civil Case No. C-17332 on the grounds of *litis pendentia* and forum shopping.

The records of this case reveal that on August 29, 1991, a certain Edmund N. Perez, together with the heirs of Saviniano Perez, Sr. and Saviniano Perez, Jr. (herein collectively referred to as Edmund, *et al.*), filed a Complaint for the annulment of mortgage, reconveyance, receivership, accounting and damages against his wife, Yolanda H. Perez,⁴ Francisco Aniag, Jr., HPM International, Inc., Amvhil Garments, Inc. (or collectively Yolanda, *et al.*) and herein petitioner Rizal Commercial Banking Corporation (RCBC). Said Complaint was docketed as Civil Case No. Q-91-10079⁵ and was raffled to the RTC Quezon City, Branch 24 (Quezon City RTC). One of the reliefs sought by Edmund, *et al.* in that case was the annulment of several mortgages constituted over a Caloocan City property covered by Transfer Certificate of Title (TCT) No. 21563 (the Caloocan property), among other real properties listed in the Complaint. The salient portion of this Complaint stated:

3.1. On October 24, 1983, Edmund and Yolanda executed a real estate mortgage over [a] certain property covered by TCT No. 21563 of the Registry of Deeds of Caloocan to secure a loan obtained by HPM from RCBC in the amount of ₱100,000.00. On 27 September 1984, Edmund and Yolanda again executed a real estate mortgage to secure a loan obtained by HPM from RCBC in the amount of ₱30,000.00. **In both**

³ Id. at 119-120; penned by Judge Antonio J. Fineza.

⁴ Id. at 85. Edmund N. Perez and Yolanda Hilario Perez were married on June 12, 1971.

⁵ Id. at 83-96.

mortgages, Edmund and Yolanda acted as attorney-in-fact of [Yolanda's parents]⁶ Dolores P. Hilario and Teofilo Hilario.

X X X X

3.5. Also on 3 August 1987, Edmund and Yolanda, as attorney-in-fact of Epifanio Alano and **Teofilo and Dolores Hilario, executed a real estate mortgage over** the aforesaid real properties covered by **TCT Nos. 21563** and 26589 to secure another loan of ₱250,000.00 obtained by HPM from RCBC.

3.6. Unknown to [Edmund, *et al.*], Yolanda, Aniag and RCBC had conspired to obtain loans and other credit facilities from RCBC for HPM [a conjugal business founded by Edmund and Yolanda]⁷ at amounts substantially greater than the original loans secured by the aforesaid mortgages. Thereafter and still in conspiracy, RCBC, instead of applying HPM's export proceeds to its loans, released said proceeds to Yolanda, which thus allowed Yolanda and Aniag to misappropriate and divert HPM funds to their own benefit.

3.7. Upon learning of the full payment by HPM of the original loans, Perez, Sr. and Perez, Jr. requested for the cancellation of their respective mortgages. RCBC replied denying the request for cancellation on the ground that HPM still had other outstanding obligations for which RCBC was holding on to the mortgages as security. In the case of Perez, Jr., he asked for details of the outstanding loans yet RCBC still denied the request without giving the information requested.

3.8. Thus, in conspiracy with one another, Yolanda, Aniag and RCBC saddled HPM with excessive loans, deprived HPM of the means to pay for these loans, and let [Edmund, *et al.*'s] properties stand as "hostages" for the non-payment of the same loans.

3.9. The additional loans were obtained without the knowledge nor consent of the aforesaid mortgagors, nor are the same annotated upon the corresponding certificates of title.

3.10. Considering that the mortgaged properties were given as security for specific loans, and these specific loans have been fully paid, [Edmund, *et al.*] are entitled, as a matter of law, to the cancellation of the mortgages. Moreover, [Yolanda, *et al.*], especially RCBC, cannot take said properties "hostage" for the additional loans in view of the bad faith attendant to their conspiracy.⁸ (Emphases supplied; citations omitted.)

⁶ Id. at 51. In the complaint filed by respondents in Civil Case No. C-17332, respondents alleged that Yolanda was one of the legitimate children of Dolores P. Hilario and Teofilo Hilario, therefore, making her a sibling of Dolores's co-respondents in the present case.

⁷ Id. at 85.

⁸ Id. at 87-90.

Yolanda and HPM International, Inc. (HPM) filed an Answer with Affirmative Defenses, Compulsory Counter-Claim and Cross-Claim, which pertinently averred that:

5. Answering defendants [Yolanda and HPM] ADMIT the allegations contained in paragraphs 3.1, 3.2., 3.3., 3.4, and 3.5 with the qualification that said mortgages were executed merely to accommodate the business of [HPM] and in fact two (2) of the mortgaged properties subject of this action are registered in the names of SPOUSES TEOFILO and DOLORES HILARIO (TCT NO. 2156[3]) and EPIFANIA ALANO (TCT NO. 26589), the parents and aunt of answering defendant [Yolanda], respectively. Answering defendant [Yolanda] together with her husband [Edmund] were merely designated as attorneys-in-fact by virtue of a special power of attorney executed by the parents and aunt of answering defendant [Yolanda] in their favor, a very standard operating procedure.

6. Answering defendants specifically DENY the allegations contained in paragraphs 3.6 and 3.8, the truth being those essayed in paragraphs 3 and 4 hereof and those stated and alleged in the affirmative defenses, counter-claim and cross-claim hereinbelow.

7. Answering defendants DENY specifically the averments in paragraph 3.7 for lack of knowledge or information sufficient to form a belief as to the truths thereof;

8. Answering defendants specifically DENY the allegations in paragraphs 3.9 and 3.10, the truth being that [HPM], through answering defendant [Yolanda], was able to secure from co-defendant RCBC an omnibus credit line which was made available for export packing credit basically to finance and facilitate the production and shipment of the export orders of [HPM] and to secure this line the subject properties were mortgaged with co-defendant RCBC in accommodation of its needs. There were no additional loans obtained, there was only one credit line secured by these mortgages. This line was given on the basis of [HPM's] own credit worthiness, its financial standing and its capacity and/or viability. x x.⁹

By way of cross-claim against RCBC, Yolanda alleged that RCBC unilaterally and maliciously suspended or cut-off her credit line on the flimsy excuse that Edmund informed said bank that he would no longer give his marital consent to any promissory note that Yolanda would execute. The suspension of her credit line purportedly led to the disruption of HPM's

⁹ Id. at 98-99.

business operations and the loss of HPM's and Yolanda's business reputations. She also asserted that it was Edmund who was holding clandestine meetings with the officers of RCBC to her prejudice. She claimed that despite the harassment and hardship she suffered at the hands of Edmund and RCBC, she was able to make a substantial payment to RCBC in the amount of ₱6,612,712.09 but it was not applied to the principal and was instead applied to unconscionable penalty charges.¹⁰ Apart from damages, Yolanda sought the following reliefs against RCBC:

III.

On the CROSS-CLAIM ordering co-defendant RCBC:

1. **to cancel the various deeds of mortgage executed on and release** the five (5) parcels of land covered by Transfer Certificate of Title Nos. **21563**, S-67729, 17564, 319891 and 26589;

2. to account for the amount of ₱6,612,712.09 and **to make a reasonable and justifiable re-computation of the subject omnibus line** given to [HPM], to answer defendant [Yolanda], in particular, **and to fix affordable terms of payment** thereof as the Honorable Court may deem reasonable[.]¹¹ (Emphases supplied.)

On May 17, 1996, during the pendency of Civil Case No. Q-91-10079, respondents filed Civil Case No. C-17332 against RCBC with the Caloocan RTC. Respondents alleged in their Complaint that they were the heirs or successors-in-interest of Teofilo Hilario, the principal of Yolanda, who was one of the parties in Civil Case No. Q-91-10079.¹² Respondents sought the cancellation of the mortgages annotated on TCT No. 21563 for the reason that Yolanda had allegedly paid the loans secured by said mortgages. With respect to the mortgage executed on August 3, 1987, respondents further contended that the same was null and void, considering that said encumbrance was made two years after Teofilo's death and this

¹⁰ Id. at 103-107.

¹¹ Id. at 108.

¹² Id. at 50-58.

circumstance rendered “ineffective” the Special Power of Attorney (SPA) that he previously executed in favor of Yolanda. We quote the pertinent portions of respondents’ Complaint in Civil Case No. C-17332 here:

1.05. On 15 September 1983, Teofilo Hilario jointly with his wife, Dolores, executed a Special Power of Attorney [SPA] authorizing one of their children, [Yolanda], to mortgage the [Caloocan property].

1.06. Utilizing the said [SPA] in 1983 and 1984, it appears that Yolanda executed two (2) real estate mortgages over the [Caloocan property] in favor of [petitioner] RCBC to secure two (2) loans granted to her by [petitioner] RCBC.

1.06.1. The first mortgage appears to have been executed by Yolanda on 24 October 1983 in favor of RCBC to secure a loan granted to her by [petitioner] in the amount of One Hundred Thousand Pesos (₱100,000.00).

1.06.2. The second mortgage appears to have been executed by Yolanda in favor of [petitioner] RCBC on 9 October 1984¹³ to secure another loan granted to Yolanda by defendant in the amount of Thirty Thousand Pesos (₱30,000.00).

1.07. However, the above loans secured by the said mortgages were later paid in full by Yolanda.

1.07.1. Consequently, by operation of law, the said real estate mortgages over the [Caloocan property] became “*functus officio*” and of no legal effect.

1.08. On 24 February 1985, Teofilo Hilario died intestate and was survived by [respondents and Yolanda].

1.09. Among the properties which were left behind by Teofilo Hilario was the [Caloocan property].

1.09.1. By operation of law, ownership of the [Caloocan property] automatically vested in [respondent] and [Yolanda].

1.10. Recently, however, [respondents] learned that on 03 August 1987, or more than two (2) years after the death of Teofilo Hilario, another mortgage was again executed by [Yolanda] over the [Caloocan property] in favor of [petitioner] RCBC purportedly to

¹³ Id. at 87. In the Complaint in Civil Case No. Q-91-10079, this second mortgage was allegedly entered into on September 27, 1984 and not October 9, 1984.

secure a loan in the sum of Two Hundred Fifty-Eight Thousand Pesos (₱258,000.00).

1.11. However, **when confronted by [respondents], [Yolanda] presented to [them] documents showing that the loan in the amount of ₱258,000.00 purportedly secured by the latest real estate mortgage over the [Caloocan property] has been fully paid by her.**

X X X X

2.02. **The Real Estate Mortgage on 03 August 1987 executed by [Yolanda] over the [Caloocan property] in favor of [RCBC] is null and void.**

2.02.1. **The said real estate mortgage was executed on the strength of the [SPA] executed in 1983 by the spouses Teofilo and Dolores Hilario in favor of [Yolanda].**

2.02.2. **However, at the time [Yolanda] executed the said real estate mortgage over the [Caloocan property], the said [SPA] executed by spouses Teofilo and Dolores Hilario authorizing her to mortgage the [Caloocan property], was already deemed withdrawn and rendered ineffective in view of the death of Teofilo two (2) years earlier.**

X X X X

2.04. Considering that there [was] no other valid existing mortgage in favor of [RCBC] over the [Caloocan property], [RCBC] has no legal right to retain possession of the owner's duplicate of the transfer certificate of title thereto and should be ordered to surrender the same to [respondents] who are the owners thereof.¹⁴ (Emphases supplied; citations omitted.)

RCBC moved to dismiss the aforementioned Complaint in Civil Case No. C-17332, on the grounds of forum shopping and *litis pendentia* since respondents essentially sought the same relief prayed for by Edmund, *et al.* in Civil Case No. Q-91-10079 and that the parties to the two cases represented related interests.¹⁵

¹⁴ Id. at 51-55.

¹⁵ Id. at 74-82.

In an Order dated September 23, 1996, the Caloocan RTC dismissed Civil Case No. C-17332 on the grounds of forum shopping and *litis pendentia*. It held:

Firstly, there is evidently forum shopping considering that a certain **Edmund Perez, who is not denied by [respondents] to be their close in-law** (either a son-in-law or a brother-in-law) **filed before the [Quezon City RTC] against RCBC and wherein he impleaded his wife[, Yolanda], who is not denied by [respondents] to be either their daughter or sister, as co-defendant, a complaint for cancellation of certain mortgages, including the very same mortgage over the same parcel of land which [respondents] also want to be cancelled in the instant complaint before this Court and, wherein, it appears that said [Yolanda] was left out.** [Respondents] also failed to destroy the substantial allegations of [RCBC] the allegations in the complaint filed by [Edmund, *et al.*] resemble those made in the instant complaint before this Court wherein the pertinent relief being similarly sought is the cancellation of the mortgage over the [Caloocan property].

Secondly, there is identity of parties as the plaintiffs [respondents] in this case represent the same interest as [Yolanda] or [Edmund, *et al.*], or both, in the complaint before the Quezon City Regional Trial Court, Branch 84. **It has not been denied that [Yolanda] and [respondents] in this case have pro-indiviso interest in the [Caloocan property] as “surviving spouse” and “surviving legitimate children of Teofilo Hilario” x x x and they all pray for cancellation of [RCBC’s] mortgage over the said property on the ground that the mortgage is void or was paid,** which fact also satisfies the second requisite on the identity of rights and reliefs prayed for. For the third requisite for *litis pendentia* as a ground for dismissal, **a decision in either Court, i.e., by [the Caloocan RTC] or by the Quezon City Regional Trial Court, Branch 84 declaring the mortgagees as either void or valid, would be binding on the [Caloocan property] and all [the] parties who share the same interest pro-indiviso.** Consequently, the decision in either court would amount to *res judicata* and would put to rest the issue on the validity of [RCBC’s] mortgage constituted on the subject property covered by TCT No. 21563.¹⁶ (Emphases supplied.)

Respondents appealed the September 23, 1996 Order of the Caloocan RTC. However, while the appeal was pending, the parties in Civil Case No. Q-91-10079 entered into a compromise agreement which was approved by the Quezon City RTC.¹⁷ In said agreement both Edmund and Yolanda

¹⁶ Id. at 120.

¹⁷ Id. at 43.

admitted the outstanding obligation of HPM to RCBC and the subsistence of the real estate mortgages executed by them over several properties, including the mortgages over the property covered by TCT No. 21563. The material portions thereof provided:

PAYMENTS BY [YOLANDA] HILARIO

3.1. The payment of the amount of ₱3,000,000.00, representing the remaining balance of the Compromise Amount provided in this Agreement shall be the obligation of [Yolanda].

x x x x

SECURITY

4.1. The following security shall secure the prompt and faithful fulfillment of the payment of the Compromise Amount by [Yolanda]:

4.1.1 Real Estate Mortgage, dated 27 September 1984, signed and executed by [Edmund and Yolanda], as attorneys-in-fact of Dolores Hilario and Teofilo Hilario constituted over the parcel of land, and the improvements thereon, covered by [TCT] No. 21563 registered under the name of spouses Dolores and Teofilo Hilario, located at 51-B Gen. Tinio St., Morning Breeze Subdivision, Caloocan City.

4.2. The BANK shall cause the release of the RCBC MORTGAGES not subjected as security for the fulfillment of [Yolanda's] obligation under this AGREEMENT upon receipt of the initial PHP3,500,000.00 payment from [Edmund] provided in Clause 2.1 of this AGREEMENT and upon the execution of this AGREEMENT.¹⁸ (Emphasis supplied.)

However, it appears that Yolanda failed to fulfill her obligation under the Compromise Agreement. Consequently, RCBC foreclosed on the aforementioned real estate mortgage and sold the Caloocan property in public auction on February 26, 2002.¹⁹

Nonetheless, in a Decision dated July 25, 2002, the Court of Appeals reversed the September 23, 1996 Order of the Caloocan RTC for the reason

¹⁸ Id. at 999.

¹⁹ Id. at 43.

that “a compromise judgment upholding and affirming the validity of the assailed mortgage is not *res judicata* to an action seeking the cancellation of the same mortgage.”²⁰

RCBC moved for reconsideration but it was denied by the Court of Appeals in a Resolution dated October 16, 2003.

Aggrieved, RCBC availed of this recourse reiterating its previous arguments that Civil Case No. C-17332 should be dismissed because the causes of action, parties and reliefs were identical to those in Civil Case No. Q-91-10079. Noting the common elements between *litis pendentia* and *res judicata*, RCBC thus posited that the court-approved Compromise Agreement in Civil Case No. Q-91-10079 resolved the issues in both civil cases (Civil Case Nos. Q-91-10079 and C-17332) pursuant to the doctrine of *res judicata*.²¹

Respondents, on the other hand, insisted that there was no identity of parties nor causes of action between Civil Case No. C-17332 and Civil Case No. Q-91-10079. The first case involved them and RCBC while the second involved Edmund, *et al.* and Yolanda, *et al.* Moreover, the grounds for the nullification of the mortgages were purportedly different. Respondents allegedly cited in their Complaint the expiration of Yolanda’s SPA in view of Teofilo’s death while Edmund, *et al.* cited the collusion between Yolanda, *et al.* as their ground for seeking cancellation of the mortgages. Thus, despite the fact that both complaints sought the same relief, they did not raise the same legal issues. Consequently, the Compromise Agreement in Civil Case No. Q-91-10079 cannot bind respondents.²²

²⁰ Id. at 45.

²¹ Id. at 13-37.

²² Id. at 972-982.

After a thorough review of the parties' arguments, we resolve to grant the petition.

A complaint may be dismissed pursuant to the doctrine of *res judicata* when, upon the juxtaposition and comparison of the action sought to be dismissed and a previous one, there is (1) an identity between the parties or at least such as representing the same interest in both actions; (2) a similarity of rights asserted and relief prayed for (that is, the relief is founded on the same facts); and (3) identity in the two particulars is such that any judgment which may be rendered in the other action will, regardless of which party is successful, fully adjudicate or settle the issues raised in the action under consideration.²³

In this instance, an examination of the pleadings establishes that there was an identity of parties in Civil Case No. C-17332 and Civil Case No. Q-91-10079. The following were culled from the pleadings submitted by the parties in both cases: Edmund and Yolanda are married;²⁴ thus, Edmund was a relative by affinity of the heirs of Teofilo Hilario. Yolanda is one of the legitimate children borne of the marriage of Teofilo and Dolores Hilario,²⁵ and, therefore, a child of Dolores and a sibling of Dolores's co-respondents. Upon Teofilo's death, Yolanda ceased to be a mere agent of Teofilo and became respondents' co-heir and co-owner with respect to the Caloocan property. It may reasonably be concluded therefore, that respondents herein, Yolanda and Edmund, with respect to the Caloocan property, all represent substantially the same interest against RCBC.

²³ *Cruz v. Court of Appeals*, 388 Phil. 550, 556 (2000).

²⁴ *Rollo*, p. 85.

²⁵ *Id.* at 51.

As we held in *Heirs of Faustina Adalid v. Court of Appeals*,²⁶ “[o]nly substantial identity is necessary to warrant the application of *res judicata*. The addition or elimination of some parties does not alter the situation. There is substantial identity of parties when there is a community of interest between a party in the first case and a party in the second case albeit the latter was not impleaded in the first case.”

With regard to the second requirement, *i.e.*, identity in rights asserted and reliefs prayed for, it is noteworthy that respondents herein and Edmund, *et al.*, respectively the plaintiffs in Civil Case No. 17332 and Civil Case No. Q-91-10079, similarly asserted as their principal argument for the cancellation of the mortgages the alleged full payment by Yolanda of the loan obtained from RCBC. Meanwhile, as a cross-claim against RCBC, Yolanda also sought the cancellation of the very same mortgages on the assertion that she has already made substantial payments to RCBC but which the latter supposedly in bad faith applied to unconscionable and exorbitant penalty charges. Verily, respondents, Edmund and Yolanda all sought the same relief against RCBC on substantially identical factual allegations and legal justifications. In other words, it cannot be denied that the primary issue to be litigated in both civil cases is whether or not Yolanda had indeed already paid the outstanding obligation secured by the mortgages constituted on the Caloocan property. This issue was settled with finality by the Compromise Agreement wherein Yolanda admitted she still had an outstanding balance on the loan to be paid to RCBC and said balance was to be secured by the Real Estate Mortgage dated September 27, 1984 over the Caloocan property.²⁷

²⁶ 498 Phil. 75, 87 (2005).

²⁷ *Rollo*, p. 999. See paragraphs 3.1, 3.2 and 4.1.1 of the Compromise Agreement.

As for respondents' contention that Yolanda had no authority to constitute a mortgage on the subject property since the death of Teofilo extinguished Yolanda's SPA,²⁸ this was raised in their Complaint only in relation to the third mortgage (executed on August 3, 1987) and not to the first two mortgages (dated October 23, 1983 and September 27, 1984) which were undisputedly executed within the lifetime of Teofilo. Although this issue was not squarely raised in Civil Case No. Q-91-10079, the terms of the Compromise Agreement in that case already foreclosed the litigation of this particular issue in Civil Case No. C-17332. Under the Compromise Agreement, it was stipulated that Yolanda's remaining obligation to RCBC would be secured only by the Real Estate Mortgage dated September 27, 1984 (or the second mortgage) and all other mortgages would be released upon execution of the Compromise Agreement. Hence, litigating the issue of the supposed nullity of the third mortgage would no longer serve any legal or practical purpose.

With regard to the third requisite, *i.e.*, that any judgment which may be rendered in the other action will, regardless of which party is successful, fully adjudicate or settle the issues raised in the action under consideration, we find that same is likewise availing in this instance.

Settled is the rule that "a judicial compromise has the effect of *res judicata*. A judgment based on a compromise agreement is a judgment on the merits."²⁹ As discussed above, the court-approved Compromise Agreement in Civil Case No. Q-91-10079 disposed of the issue of Yolanda's payment of the outstanding loans and the validity of the mortgages involved

²⁸ CIVIL CODE, Article 1919. **Agency is extinguished:**

x x x x

(3) By the **death**, civil interdiction, insanity or insolvency **of the principal** or of the agent[.] (Emphases supplied.)

²⁹ *Uy v. Ngo Chua*, G.R. No. 183965, September 18, 2009, 600 SCRA 806, 817.

in these civil cases. This being so, said Compromise Agreement bound the parties herein.

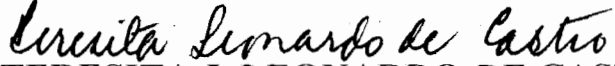
In *Heirs of Domingo Valientes v. Ramas*,³⁰ we observed that “[Rule 9, Section 1 of the Rules of Court] also allows courts to dismiss cases *motu proprio* on any of the enumerated grounds — (1) lack of jurisdiction over the subject matter; (2) *litis pendentia*; (3) *res judicata*; and (4) prescription — provided that the ground for dismissal is apparent from the pleadings or the evidence on record.” Such a dismissal may be ordered even on appeal.

In view of the foregoing, we rule that the dismissal of Civil Case No. C-17332 is warranted under the circumstances. However, such dismissal should be premised, not on forum shopping and *litis pendentia*, but on *res judicata* in view of the court-approved Compromise Agreement in Civil Case No. Q-91-10079.

WHEREFORE, the petition is hereby **GRANTED**. The July 25, 2002 Decision and October 16, 2003 Resolution of the Court of Appeals in CA-G.R. CV No. 55891 are **REVERSED** and **SET ASIDE**. The Complaint in Civil Case No. C-17332 is **DISMISSED**.

No pronouncement as to cost.

SO ORDERED.


TERESITA J. LEONARDO-DE CASTRO
Associate Justice

³⁰

G.R. No. 157852, December 15, 2010, 638 SCRA 444, 451.

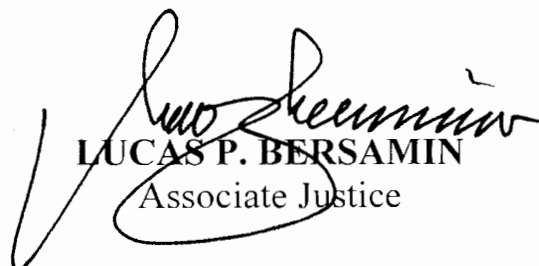
WE CONCUR:



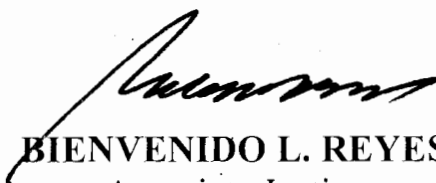
MARIA LOURDES P. A. SERENO
Chief Justice
Chairperson



ARTURO D. BRION
Associate Justice



LUCAS P. BERSAMIN
Associate Justice



BIENVENIDO L. REYES
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
Chief Justice