Republic of the Philippines
Supreme Court
Manila

SECOND DIVISION

KAREN GO,
Petitioner,

-versus-

LAMBERTO ECHAVEZ,
Respondent.

G.R. No. 174542

Present:

CARPIO, *J., Chairperson,*
BRION,
DEL CASTILLO,
MENDOZA, and
LEONEN, *JJ.*

Promulgated:

AUG 0 3 2015

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DECISION

BRION, *J.*:

Before this Court is a Petition for Review on *Certiorari* under Rule 45 of the Rules of Court assailing the March 30, 2006 Decision[1] and August 15, 2006 Resolution[2] of the Court of Appeals[3] (*CA*) in CA-G.R. No. SP No. 77310.

The assailed CA decision dismissed the Petition for *Certiorari* and Prohibition[4] under Rule 65 of the Rules of Court, and ruled that Branch 39 of the Regional Trial Court (*RTC*) of Misamis Oriental committed no grave abuse of discretion in: (i) granting the respondent's Motion for Execution, and in issuing the Writ of Execution on May 12, 2003; and (ii) denying the petitioner's Motion for Reconsideration[5] on May 27, 2003. The challenged CA resolution, on the other hand, denied the petitioner's Motion for Reconsideration.

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1 Penned by Associate Justice Teresita Dy-Liacco Flores and concurred in by Associate Justice Rodrigo F. Lim, Jr. and Associate Justice Ramon R. Garcia; *rollo*, p. 35.
2 Id. at 64.
3 The 21st Division of the Court of Appeals.
4 With prayer for Preliminary Injunction and Temporary Restraining Order; *rollo*, p. 136.
5 Motion for Reconsideration is dated May 12, 2003; id. at 35.

The Antecedents

Petitioner Karen Go (*Go*) is engaged in buying and selling motor vehicles and heavy equipment under the business name Kargo Enterprises (*Kargo*). Nick Carandang (*Carandang*) is Kargo's Manager at its General Santos City Branch.[6]

On December 20, 1996, Kargo[7] and Carandang entered into a Contract of Lease with Option to Purchase[8] (*lease contract*) over a Fuso Dropside Truck (*truck*). The lease contract stipulated that Kargo would execute a Deed of Absolute Sale over the truck upon Carandang's full payment of five equal monthly installments of ₱78,710.75.[9] If he failed to pay any of the installments, Carandang should return the truck and forfeit his payments as rentals. The lease contract also prohibited Carandang from assigning his rights, as lessee-buyer, to third persons.[10]

Carandang failed to pay the installments[11] prompting Go to demand the return of the truck.[12] Carandang, instead of returning the truck, sold it to respondent Lamberto Echavez (*Echavez*) without Go's knowledge. Later, Go learned about the sale but did not know to whom the truck was sold.[13] Hence, on April 30, 1997, Go filed before the RTC a Complaint[14] for Replevin, docketed as **Civil Case No. 97-271**, against Carandang and John Doe.[15]

The RTC issued the Writ of Replevin; and on **May 17, 1997**, the sheriff seized the truck from Echavez.[16]

On August 5, 1997, Echavez filed his Answer[17] with Cross-Claim and Counterclaim. Echavez denied knowledge of the lease contract, and claimed that he bought the truck in good faith and for value from Kargo through Carandang.[18] According to Echavez, Go could not deny Carandang's authority to sell Kargo's trucks because she represented to the public that Carandang was Kargo's manager.

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6 Id. at 114-115.

7 Glenn Go, the husband of the petitioner and the General Manager of Kargo, executed the Lease with Option to Purchase; id. at 72.

8 Id. at 83-84.

9 Carandang issued five postdated checks beginning January 30, 1997, in accordance with Par. 3 of the lease contract; id. at 83.

10 Id. at 84.

11 The first check was dishonored for being Drawn Against Uncollected Deposits, but was later redeemed by Carandang by paying its face value in cash. The second and third checks were later dishonored for reason — Account Closed; id. at 104.

12 Id. at 89.

13 Id. at 74.

14 The Complaint was for Replevin and/or Collection of Sum of Money with Damages; id. at 71.

15 Id. at 72.

16 Id. at 105.

17 Id. at 90.

18 Id.

In his counterclaim,[19] Echavez alleged that from the time the truck was seized, he had missed many of his deliveries for his seeds and fertilizer business **causing him actual damages in terms of unrealized income amounting to ₱10,000.00 per week**. For his cross-claim, Echavez prayed that Carandang should be held liable if the RTC ruled in Go's favor.[20]

Carandang, however, failed to answer the Complaint and the Cross-claim despite receipt of summonses. Hence, the RTC declared him in default.

After trial on the merits, the RTC held Go and Carandang solidarily liable to Echavez for damages. The RTC found that: (i) Echavez purchased the truck from Kargo, through Carandang, in good faith and for value; and (ii) Go is estopped from denying Carandang's authority to sell the truck. The dispositive portion of the **February 11, 2000 Judgment** reads:

> WHEREFORE, in view of the foregoing and considering the preponderance of evidence in favor of the defendant Lamberto Echavez, the complaint against him is hereby DISMISSED. Upon convincing proof of the counterclaim, judgment is hereby rendered ordering the plaintiff and defendant Nick Carandang to jointly and severally pay or indemnify herein defendant Lamberto Echavez of the following:
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> 1. ***₱10,000.00 per week as actual damages from the time the subject motor vehicle was seized from defendant Echavez, that is, on May 17, 1997;***
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> 2. ₱300,000.00 by way of moral damages;
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> 3. ₱50,000.00 as exemplary damages;
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> 4. ₱50,000.00 as litigation expenses and ₱50,000.00 as attorney's fees, exclusive of the sum of ₱3,000.00 as appearance fee for every hearing. The damages and attorney's fees awarded by the Court is pursuant to the ruling by the Supreme Court in National Power Corporation vs. CA, GR# 122195, July 23, 1998; ***and to restitute unto defendant Lamberto Echavez the motor vehicle seized on replevin*** or to refund to the said defendant, the payment made for the said vehicle and to pay the costs. [Emphasis supplied.]

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19 Id. at 95.
20 Id. at 93.

On February 29, 2000, Go moved for reconsideration arguing that the RTC failed to consider the Lease Contract, and that the actual damages awarded to Echavez were not supported by evidence.[21]

On April 17, 2000, the RTC granted in part Go's Motion for Reconsideration holding Carandang liable to Go for the truck's value[22] plus damages**.** The RTC, however, maintained that Echavez is entitled to his counterclaim.[23] Thus, the April 17, 2000 Order preserved the dispositive portion of the February 11, 2000 Judgment but added a new paragraph ordering Carandang to pay Go damages, litigation expenses, and attorney's fees.[24]

On April 25, 2000, Go appealed the Judgment to the CA, docketed as **C.A. G.R. No. CV-68814.**

Meanwhile, on Echavez's motion, the RTC allowed partial execution of the Judgment pending appeal. *Thus, on May 5, 2000, Go delivered to Echavez another truck as substitute for the truck previously seized*.[25]

On June 4, 2002, ***C.A. G.R. No. CV-68814*** was dismissed since Go had failed to serve and file the required number of copies of her appellant's brief.[26] Go moved for reconsideration, but the CA denied her motion. *Thus, on October 2, 2002, the CA entered in its book of entries the dismissal of C.A. G.R. No. CV-68814*.[27]

On April 8, 2003, Echavez moved for execution of the RTC's Judgment. Before the RTC could act on the Motion for Execution, Go filed a ***Motion for Clarification***[28] alleging that the ₱10,000.00 per week award: (i) will roughly amount to ₱1,600,000.00, which is more than double the truck's value; (ii) erroneously assumed that the truck was "continually (sic) hired and running without maintenance for a period of nearly three years"; (iii) "is not an 'actual' damage;" and (iv) is inequitable, highly speculative, and will unjustly enrich Echavez. Pending clarification, Go prayed that the RTC hold the issuance of the writ of execution.

Echavez opposed Go's motion for being dilatory.

In her Reply with ***Manifestation***,[29] Go argued that the February 11, 2000 Judgment, as modified by the April 17, 2000 Order, is unenforceable because it contains materially conflicting rulings. Go argues that since the RTC held Carandang liable on the lease contract, it also upheld the

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21 Id. at 20.
22 The lease contract's consideration is ₱393,553.75; id. at 122.
23 Id. at 121-22.
24 Id. at 122.
25 Id. at 43.
26 RULES OF COURT, Rule 50, Sec. 1, par (e); id. at 43.
27 Id. at 44.
28 Entitled "Motion for Clarification of Decision with Prayer to Hold in Abeyance Issuance of Writ of Execution;" id. at 124.
29 Id. at 127.

provision[30] prohibiting Carandang from assigning his rights to third persons. In effect, the RTC invalidated Carandang's transfer of the truck to Echavez and recognized Go's ownership. Thus, the counterclaim should be dismissed because Go, as owner, had the right to recover the truck from Echavez.

On May 12, 2003, RTC Judge Downey C. Valdevilla denied Go's Motion for Clarification and Manifestation, and issued the Writ of Execution. Go moved for reconsideration, but the RTC denied her motion.

On June 4, 2003, Go filed with the CA a Petition for *Certiorari* and Prohibition with Preliminary Injunction & Temporary Restraining Order alleging that the RTC committed grave abuse of discretion amounting to lack or excess of jurisdiction in executing a Judgment that: (i) contains materially conflicting rulings; and (ii) will result in Echavez's unjust enrichment. Go prayed that the CA stop the RTC from implementing the Writ of Execution.

The CA's Decision

In its Decision dated March 30, 2006, the CA denied Go's petition for *certiorari*.

The CA ruled that the RTC's Judgment does not contain materially conflicting rulings. Go merely failed to grasp the correctness of the ruling.[31]

The CA reminded Go that in the main case, she sued two defendants: (i) Carandang, in his capacity as buyer of the truck; and (ii) Echavez, as possessor and owner of the truck.[32] According to the CA, the RTC can give due course to the complaint against Carandang and dismiss it in so far as Echavez is concerned.[33] This is because, unlike Carandang, Echavez successfully proved his defense and counterclaim.[34] Considering that there is nothing to clarify, the RTC's execution of Judgment did not constitute abuse, much less grave abuse of discretion.

The CA opined that the award of ₱10, 000.00 per week as actual damages is exorbitant. However, it admitted that its opinion no longer matters because the Judgment had already become final.

Go moved for reconsideration, but the CA denied her motion.

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30 Par. 8 of the Lease Agreement with Option to Purchase states "The LESSEE-BUYER shall not assign any of his right (*sic*) under this agreement to any third person[.] [A]ny such assignment made by Lessee-Buyer shall be null and void;" id. at 83.

31 Id. at 46.

32 Id. at 45.

33 Id. at 46.

34 Id.

The Petition for Review on Certiorari

Go claims that the RTC decided the case contrary to law, jurisprudence, and regular procedure calling for the exercise of this Court's power of supervision.[35] She argues that:

1. The February 11, 2000 Judgment, modified by the April 17, 2000 Order, did not finally resolve or dispose of the action because the RTC made two conflicting rulings which, unless clarified, renders the Judgment unenforceable.[36]

2. An execution of the award of actual damages, amounting to ₱10,000.00 per week from May 17, 1997, will amount to an unjust enrichment of the respondent.[37]

Thus, Go prays, among others, that this Court: (i) **set aside the RTC's Judgment dated February 11, 2000, and its Order dated April 17, 2000**; (ii) nullify all proceedings in respect to the execution in Civil Case No. 97-271; (iii) **declare Go not liable on Echavez's counterclaim**.[38]

The Case for the Respondent

Echavez claims that the RTC's Judgment does not contain materially conflicting rulings, hence, there is nothing to clarify.[39] According to Echavez, the present petition should be dismissed because it seeks the "recalibration" of the RTC's findings of fact and law.[40] Echavez points out that this Court is not a trier of facts, and that a petition for *certiorari* cannot substitute for a lost appeal.[41]

The Issues Raised

The parties' arguments, properly joined, present to us the following issues:

1) Whether the February 11, 2000 judgment, as modified by the April 27, 2000 order, contains materially conflicting rulings.

2) Whether the actual damages awarded to Echavez can still be modified.

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35 Id. at 23.
36 Id. at 25.
37 Id. at 159.
38 Id. at 30.
39 Id. at 159.
40 Id. at 127.
41 Id. at 158.

The Court's Ruling

We deny the petition for lack of merit.

The Judgment does not contain materially conflicting rulings

We are not persuaded by Go's claim that the Judgment, as modified by the April 17, 2000 Order, contains two materially conflicting rulings.

Go has read too many assumptions in the April 17, 2000 Order. The RTC never invalidated the sale between Carandang and Echavez; it simply recognized Carandang's obligations to Go for breach of contract. The lease contract bound only Go and Carandang because Echavez was found to be a buyer in good faith and for value.

The flaw in Go's argument springs from her misconception that Echavez's counterclaim is a component part of the main action. The Rules of Court define a counterclaim as any claim which a defending party may have against an opposing party.[42] Sec. 1, Rule 3 of the Rules of Court also states that the term "plaintiff" may refer to the counterclaimant or cross-claimant while the term "defendant" may refer to the defendant in the counterclaim, or in the cross-claim. Thus, when Echavez filed his Counterclaim in Civil Case No. 97-271, he became the *plaintiff* in the counterclaim, while Go became the *defendant*.

We also note that Go's complaint against Carandang is separate from the complaint against Echavez because they were not sued as alternative defendants. As the CA correctly put it, Carandang was sued based on the lease contract; while Echavez was impleaded as possessor of the truck.

In effect, there are four causes of action in Civil Case No. 97-271: ***first***, Go's complaint against Carandang based on the Lease Contract; ***second,*** Go's complaint against Echavez, as possessor of the truck; ***third,*** Echavez's counterclaim against Go; and ***fourth,*** Echavez's cross-claim against Carandang.

Considering that the four causes of action are independent from each other, the RTC can grant Go's complaint against Carandang but dismiss that against Echavez, and at the same time, grant Echavez's counterclaim and cross-claim against Go and Carandang, respectively. These rulings are not incompatible with one another.

What would be incompatible is a decision favoring Go's complaint against Echavez, and at the same time awarding the latter's counterclaim. This is because Echavez's counterclaim is compulsory in character, or one

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[42] RULES OF COURT, Rule 6, Sec. 6.

that arises as a consequence of the main action. Thus, had Go's case against Echavez been sustained, it would mean that Go was entitled to the possession of the truck and that its seizure could not have injured Echavez. That is not the case here.

The February 11, 2000 Judgment had attained finality and had become Immutable

To "clarify" is to free the mind of confusion, doubt or uncertainty, or to make something understandable.[43] Although Go prays for "clarification," We note that her objective is to petition this Court to modify the judgment award and ultimately, to nullify or at least, reopen *Civil Case No. 97-271*.

We point at the outset that the February 11, 2000 Judgment, as modified by the April 27, 2000 Order, became final and executory on June 19, 2015, or 15 days following the dismissal of C.A. G.R. No. CV-68814.[44] At that point, the Judgment had become immutable, and hence could no longer be changed, revised, amended, or reversed.[45]

The rule, however, admits exceptions: *first*, the correction of clerical errors; *second*, the making of *nunc pro tunc* entries which causes no prejudice to any party; *third*, an attack against a void judgment; and *fourth and last*, supervening events that render execution unjust and inequitable.[46]

Clerical errors cover all errors, mistakes, or omissions[47] that result in the record's failure to correctly represent the court's decision.[48] However, courts are not authorized to add terms it never adjudged, nor enter orders it never made, *although it should have made such additions or entered such orders*.[49]

In other words, to be clerical, the error or mistake must be plainly due to inadvertence or negligence.[50] Examples of clerical errors include the interchange of the words "mortgagor" and "mortgagee,"[51] and the correction of the dispositive portion to read "heirs of Joaquin Avendaño" instead of "heirs of Isabela Avendaño."[52]

Nunc pro tunc is Latin for "now for then." Its purpose is to put on record an act which the court performed, but omitted from the record

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43 "Clarify" Def. 3a. 3b. Merriam-Webster's Third New International Dictionary 1993. Print.

44 If no appeal or motion for new trial or reconsideration is filed within the time provided in these Rules, the judgment or final order shall forthwith be entered by the clerk in the book of entries of judgments. The date of finality of the judgment or final order shall be deemed to be the date of its entry. RULES OF COURT, Rule 36, Sec. 2.

45 *Navarro v. Metrobank*, 612 Phil 462, 471 (2009).

46 *Abrigo v. Flores*, G.R. No. 160786, June 17, 2013, 698 SCRA 559, 570-571.

47 Id.

48 Id.

49 Id.

50 *Contreras v. Felix*, 78 Phil. 570, 574 (1947).

51 *Rebuldela v. IAC*, 239 Phil. 487, 494 (1987).

52 *Municipality of Antipolo v. Zapanta*, 230 Phil 429 (1986).

through inadvertence or mistake.[53] It is neither intended to render a new judgment nor supply the court's inaction.[54] In other words, a *nunc pro tunc* entry may be used to make the record speak the truth, but not to make it speak what it did not speak but ought to have spoken.[55]

A void judgment or order has no legal and binding effect. It does not divest rights and no rights can be obtained under it; all proceedings founded upon a void judgment are equally worthless.[56]

Void judgments, because they are legally nonexistent,[57] are susceptible to collateral attacks. A collateral attack is an attack, made as an incident in another action, whose purpose is to obtain a different relief. In other words, a party need not file an action to purposely attack a void judgment; he may attack the void judgment as part of some other proceeding. A void judgment or order is a lawless thing, which can be treated as an outlaw and slain at sight, or ignored wherever and whenever it exhibits its head.[58] Thus, it can never become final, and could be assailed at any time.

Nevertheless, this Court has laid down a stiff requirement to collaterally overthrow a judgment. In the case of *Reyes, et al. v. Datu,*[59] *We ruled that it is not enough for the party seeking the nullity to show a mistaken or erroneous decision; he must show to the court that the judgment complained of is utterly void*.[60] In short, the judgment must be void upon its face.[61]

Supervening events, on the other hand, are circumstances that transpire after the decision's finality rendering the execution of the judgment unjust and inequitable.[62] It includes matters that the parties were not aware of prior to or during the trial because such matters were not yet in existence at the time.[63] In such cases, courts are allowed to suspend execution, admit evidence proving the event or circumstance, and grant relief as the new facts and circumstances warrant.[64]

To successfully stay or stop the execution of a final judgment, the supervening event: (i) must have altered or modified the parties' situation as to render execution inequitable, impossible, or unfair;[65] and (ii) must be

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53 *Briones-Vasquez v. Court of Appeals*, 491 Phil. 81, 92 (2005).
54 *Mocorro v. Ramirez*, 582 Phil 367 (2008).
55 *Supra* note 53.
56 *Gomez v. Concepcion*, 47 Phil. 722 (1925).
57 *Land Bank v. Spouses Orilla*, G.R. No. 194168, February 13, 2013, 690 SCRA 610, 619.
58 *El Banco Español-Filipino v. Palanca*, 37 Phil. 921, 950 (1918).
59 *Reyes, et al. v. Datu*, 94 Phil. 446, 449 (1954).
60 Emphasis and rephrasing ours.
61 See Justice Malcolm's dissent in *Banco Español-Filipino v. Palanca*, 37 Phil. 921, 950 (1918).
62 *FGU Insurance Corp. v. Sarmiento Trucking*, G.R. No. 161282, February 23, 2011, 644 SCRA 56.
63 *Natalia Realty, Inc. v. Court of Appeals*, G.R. No. 126462, November 12, 2002, 391 SCRA 370, 387.
64 *Candelario v. Caizares*, 114 Phil 672, 679 (1962), citing *City of Butuan vs. Hon. Judge Montano Ortiz*, 113 Phil 636 (1961).
65 *Supra* note 46.

established by competent evidence; otherwise, it would become all too easy to frustrate the conclusive effects of a final and immutable judgment.[66]

The award can no longer be modified because it is not covered by any of the exceptions

The challenged award is not a clerical error because it is exactly what Echavez prayed for.

In his counterclaim, Echavez alleged that he suffered actual losses "in the amount of not less than ₱10,000.00 weekly in terms of unrealized income reckoned from the time the truck was seized by the sheriff."[67] During trial, Echavez offered documentary exhibits[68] to prove such losses; and the RTC, in turn, admitted those pieces of evidence,[69] ruling that "it cannot help but agree with defendant Echavez that he has suffered actual loss of income." Obviously, there was no inadvertence, mistake, nor omission here.

A *nunc pro tunc* entry cannot be recognized in this case.

Go argues that, in granting the award, the RTC assumed that the vehicle was hired and was continually running for three years, which is contrary to the normal usage and practice in the transport industry. We note that "normal usage and practice in the transport industry" is a not matter adjudged in the original decision. Thus, had Go's motion been granted, the RTC would have required the parties to prove what consists "normal usage and practice in the transport industry." Such modification is not *nunc pro tunc* because it supplies findings of facts and law not included in the original judgment.

Moreover, a *nunc pro tunc* entry should cause no prejudice to either party. Apparently, the diminution of the award is prejudicial to Echavez because he would be deprived of a right already vested in him by the Judgment.

Neither does the award render the judgment void.

Go failed to prove that the judgment is utterly void. On the contrary, the judgment has complied with all the requisites of a valid decision[70] and has fully satisfied the requirements of due process.[71]

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66 Id.

67 *Rollo* p. 95.

68 To prove that defendant Echavez suffered actual loss in terms of unrealized income in the amount of ₱10,000.00 weekly, he offered (sic) and which was admitted by the court as Exhibits "24" to "24-00," which loss of unrealized income was the result of the seizure of the vehicle in question; id. at 112.

69 *Rollo*, p. 112.

70 CONSTITUTION Article VIII, Sec. 14 states "No decision shall be rendered by any court without expressing therein clearly and distinctly the facts and the law on which it is based. x x x;" RULES OF COURT, Rule 36, Sec. 1. *Rendition of judgments and final orders*. A judgment or final order determining

Go insists, however, that this Court should take a second look at the propriety of the award because it would result in Echavez's unjust enrichment. This, we cannot do.

We agree with the CA that some might opine the award to be exorbitant. However, variance in opinion does not render the award wrong, much less void. Considering that the judgment is already final, it may no longer be modified in any respect, *even if the modification is meant to correct what is perceived to be an erroneous conclusion of fact or law*, and regardless of whether the modification is attempted by the court that rendered it or by the *highest Court of [the] land*.[72]

Lastly, Go did not allege in her petition, much less establish by competent evidence, that the parties' situation changed after the judgment became final.

Nonetheless, we note that during the judgment's partial execution, Go delivered to Echavez another truck as replacement for the one previously seized. To our mind, this event did not change the situation of the parties because: (i) the restitution of the truck is a separate award from the actual damages; and (ii) Echavez's receipt of the replacement truck did not recompense him for the unrealized income he suffered since May 17, 1997.

We realize, however, that while the Judgment specifies the day Go must begin paying Echavez ₱10,000.00 per week, it does not say until when she is obligated to pay.[73]

This Court puts on record that Go never alleged that the award is vague for this reason. Instead, her Motion for Clarification argues that "a rough computation of the [award] will amount to more than One Million Six Hundred Thousand Pesos" and that the amount "assumes that the vehicle is continually hired and running without maintenance for a period of three years." These arguments show that even Go understood the meaning of the award— that the ₱10,000.00 per week covers only three years, or 156 weeks counted from May 17, 1997, up to May 5, 2000.

In any case, what is clear to us is that Go never introduced any competent evidence to prove that the RTC executed the judgment unreasonably or to the point of absurdity.

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the merits of the case shall be in writing personally and directly prepared by the judge, stating clearly and distinctly the facts and the law on which it is based, signed by him, and filed with the clerk of court.

[71] Due process dictates that before any decision can be validly rendered in a case, the following safeguards must be met: (a) the court or tribunal must be clothed with judicial authority to hear and determine the matter before it; (b) it must have jurisdiction over the person of the party or over the property subject of the controversy; (c) the parties thereto must have been given an opportunity to adduce evidence in their behalf, and (d) such evidence must be considered by the tribunal in deciding the case; *Acosta v. COMELEC*, 355 Phil. 327 (1998).

[72] *Nuñal v. CA*, G.R. No. 94005, April 6, 1993, 221 SCRA 26, 32.

[73] ₱10,000.00 per week as actual damages from the time the subject motor vehicle was seized from defendant Echavez, that is on May 17, 1997; *rollo* pp. 119 and 123.

Considering that there is no issue affecting the Judgment, Echavez is entitled to a writ of execution as a matter of right.[74] Accordingly, the RTC did not commit abuse, much less grave abuse of discretion in issuing the writ of execution, and in denying Go's Motion for Clarification and Manifestation.

Finally, we note that Go's petition for *certiorari* was filed on June 4, 2003. Had it been filed after A.M. No. 07-7-12-SC[75] came into effect, the CA would have been constrained to rule on whether the petition for *certiorari* was prosecuted manifestly for delay or was too unsubstantial to require consideration.[76] In these instances, the CA might have ordered Go and his counsel to pay treble costs. As a word of caution, lawyers should study their grounds carefully, lest they waste the precious time of the courts.

WHEREFORE, in the light of these considerations, we hereby **DENY** the petition and **AFFIRM** in *toto* the Decision of the Court of Appeals dated March 30, 2006, and the Resolution dated August 15, 2006, in CA-G.R. No. SP No. 77310. Costs against petitioner Karen Go.

SO ORDERED.

ARTURO D. BRION
Associate Justice

WE CONCUR:

ANTONIO T. CARPIO
Associate Justice
Chairperson

MARIANO C. DEL CASTILLO
Associate Justice

JOSE CATRAL MENDOZA
Associate Justice

MARVIC M.V.F. LEONEN
Associate Justice

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[74] See *Balintawak Construction Supply Corp. v. Valenzuela*, L-57525, August 30, 1983, 124 SCRA 331, 366.

[75] Amendments to Rules 41, 45, 58 And 65 of the Rules Of Court; took effect on December 27. 2007.

[76] Sec.8. x x x the court may dismiss the petition if it finds the same patently without merit or prosecuted manifestly for delay, or if the questions raised therein are too unsubstantial to require consideration. In such event, the court may award in favor of the respondent treble costs solidarily against the petitioner and counsel, in addition to subjecting counsel to administrative sanctions under Rules 139 and 139-B of the Rules of Court; id.

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.

ANTONIO T. CARPIO
Acting Chief Justice