



Republic of the Philippines  
**Supreme Court**  
Manila

**FIRST DIVISION**

**SIMPLICIA CERCADO-SIGA and  
LIGAYA CERCADO-BELISON,**  
Petitioners,

**G.R. No. 185374**

Present:

-versus-

SERENO, C. J.,  
Chairperson,  
LEONARDO-DE CASTRO,  
BERSAMIN,  
PEREZ, and  
PERLAS-BERNABE, JJ.

**VICENTE CERCADO, JR.,  
MANUELA C. ARABIT, LOLITA  
C. BASCO, MARIA C. ARALAR  
and VIOLETA C. BINADAS,**  
Respondents.

Promulgated:

**MAR 11 2015**

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**DECISION**

**PEREZ, J.:**

Not too long ago, we were called to pass upon the issue of the probative value of a marriage contract issued by the church to prove the fact of marriage.<sup>1</sup> Once again, it behooves upon us to determine whether the marriage contract or *Contrato Matrimonial*, as it is denominated in this case, is sufficient to prove the fact of marriage.

<sup>1</sup> *Macua Vda. de Avenido v. Avenido*, G.R. No. 173540, 22 January 2014, 714 SCRA 447, 457-458.

This Petition for Review on *Certiorari* assails the 5 August 2008 Decision<sup>2</sup> of the Court of Appeals and its 14 November 2008 Resolution<sup>3</sup> in CA-G.R. CV No. 89585 reversing the 30 January 2007 Decision<sup>4</sup> of the Regional Trial Court (RTC) of Binangonan, Rizal, Branch 69, which nullified the Extrajudicial Settlement of Estate of the Deceased Vicente Cercado, Sr. (Vicente) and Leonora Ditablan (Leonora).

In their Complaint against respondents Vicente Cercado, Jr., Manuela C. Arabit, Lolita Basco, Maria C. Aralar, Violeta C. Binadas and the Registrar of Deeds of Binangonan, Rizal, petitioners Simplicia Cercado-Siga (Simplicia) and Ligaya Cercado-Belison (Ligaya) claimed that they are the legitimate children of the late Vicente and Benita Castillo (Benita), who were married last 9 October 1929 in Pililla, Rizal. Petitioners alleged that during the lifetime of their parents, their father acquired by gratuitous title a parcel of land identified as Lot No. 7627 Cad 609-D located at *Barangay Kinagatan*, Binangonan, Rizal with an area of 6,032 square meters and covered by Tax Declaration No. BIP-021-0253. Petitioners claimed that upon the death of their father Vicente and by virtue of intestate succession, ownership over the subject land pertained to them as heirs; that upon the death of Benita, her share was acquired by petitioners by operation of law. Sometime in September 1998, petitioners read from a newspaper a notice that the estate of Vicente and a certain Leonora Ditablan has been extrajudicially settled by their heirs, respondents herein. Upon verification, petitioners were furnished a copy of the Extrajudicial Settlement of the Estate (Deed) executed and signed by respondents. Petitioners insist that Vicente and Leonora were not married or if they were so married, then said marriage was null and void by reason of the subsisting marriage of their parents, Vicente and Benita. Petitioners prayed for the declaration of the Deed as null and void; for the Office of the Register of Deeds of Rizal to correct the entry on the marital status of Vicente; and for the payment of damages and attorney's fees.<sup>5</sup>

To prove the marriage between Vicente and Benita, petitioners presented the following documents: 1) Contrato Matrimonial or the marriage contract;<sup>6</sup> 2) Certification dated 19 November 2000 issued by Iglesia Filipina Independiente of its acceptance of original marriage contract;<sup>7</sup> 3) Certification of non-production of record of birth of Simplicia issued by the

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<sup>2</sup> *Rollo*, pp. 76-108; Penned by Associate Justice Celia C. Librea-Leagogo with Associate Justices Mario L. Guariña III and Mariflor P. Punzalan-Castillo concurring.

<sup>3</sup> *Id.* at 142-143.

<sup>4</sup> *Id.* at 144-171; Penned by Presiding Judge Narmo P. Noblejas.

<sup>5</sup> *Records*, pp. 1-5.

<sup>6</sup> *Id.* at 7.

<sup>7</sup> *Id.* at 20.

Office of the Municipal Civil Registrar of Pililla, Rizal;<sup>8</sup> 4) Certificate of Baptism of Simplicia;<sup>9</sup> 5) Certification of non-production of record of birth of Ligaya issued by the Office of the Municipal Civil Registrar of Pililla, Rizal;<sup>10</sup> and 6) Joint Affidavit of two disinterested persons attesting that Ligaya is the child of Vicente and Benita.<sup>11</sup>

In their Answer, respondents alleged that they are the legitimate heirs of Vicente and Leonora, who were married on 27 June 1977 as evidenced by a marriage certificate registered with the Local Civil Registrar of Binangonan, Rizal. They averred that petitioners are not the real-parties-interest to institute the case because they failed to present their birth certificates to prove their filiation to Vicente; that the marriage between Vicente and Benita was not valid; that the document showing that Vicente was married to Benita is not a certified true copy; and that they are now *estopped* by laches.<sup>12</sup>

On 30 January 2007, the RTC rendered judgment in favor of petitioners. The dispositive portion reads:

**WHEREFORE**, premises considered, judgment is hereby rendered as follows:

1. The Extra-Judicial Settlement of Estate of the deceased Vicente Cercado, Sr. and Benita Ditablan is hereby declared null and void and therefore no force and effect;
2. The [petitioners] and the [respondents] are entitled to share pro-indiviso in the subject property as follows:
  - a. 2,639 square meters – For [petitioner] Simplicia Cercado-Siga;
  - b. 2,639 square meters – For [petitioner]Ligaya Cercado-Belison;
  - c. 150.8 square meters – For [respondent] Vicente Cercado, Jr.;
  - d. 150.8 square meters – For [respondent] Manuela C. Arabit;
  - e. 150.8 square meters – For [respondent]Lolita C. Basco;
  - f. 150.8 square meters – For [respondent]Maria C. Aralar; and
  - g. 150.8 square meters – For [respondent] Violeta C. Binadas;
3. In the event that the property has already been sold by the [respondents], they are hereby ordered to pay the [petitioners] the amount equivalent to their share, at the time the subject property was sold;

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<sup>8</sup> Id. at 34.

<sup>9</sup> Id. at 35.

<sup>10</sup> Id. at 37.

<sup>11</sup> Id. at 36.

<sup>12</sup> Id. at 74-77.

4. [respondents] to pay [petitioners] the amount of P30,000.00 attorney's fees; and
5. To pay the cost of suit.<sup>13</sup>

The trial court reduced the issues into three: 1) whether the Extra-Judicial Settlement of the Estate of the Deceased Vicente Cercado, Sr. and Leonora Ditablan-Cercado is valid; 2) whether petitioners are entitled to recover from respondents their share in the property; and 3) whether petitioners are entitled to damages and attorney's fees.

In resolving the issues, the trial court relied on the following material findings:

The [petitioners] are the legitimate children of the late Vicente Cercado, Sr. and Benita Castillote/Castillo who were married on October 9, 1929, as evidenced by a Contrato Matrimonial x x x.<sup>14</sup>

The trial court first upheld the validity of the marriage between Vicente and Benita and considered the subsequent marriage between Vicente and Leonora as void and bigamous before it concluded that the subject property was part of the conjugal property of Vicente and Benita. Consequently, the trial court held that the Deed is null and void because it deprived Benita of her share of the property as surviving spouse and impaired the shares and legitimes of petitioners.<sup>15</sup> Thus, the trial court ruled that petitioners are entitled to recover from respondents their share in the property subject of this action.

Respondents appealed from said judgment and assigned the following errors: 1) the trial court erred in passing upon the validity of the marriage between Vicente and Leonora; 2) the trial court failed to consider the probative value of the certificate of marriage between Vicente and Benita; 3) the trial court failed to consider the probative value of the certificate of live birth to prove filiation; and 4) the trial court erred when it relied on the baptismal certificate to prove filiation.<sup>16</sup>

The appellate court ruled that the trial court "can pass upon the issue of the validity of marriage of Vicente and Leonora [because] no judicial action is necessary to declare a marriage an absolute nullity and the court

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<sup>13</sup> *Rollo*, pp. 170-171.

<sup>14</sup> *Id.* at 167.

<sup>15</sup> *Id.* at 168.

<sup>16</sup> *Id.* at 45-46.

may pass upon the validity of a marriage even in a suit not directly instituted to question the same, as long as it is essential to the determination of the case before it.”<sup>17</sup> However, the appellate court found that the *Contrato Matrimonial* of Vicente and Benita, being a private document, was not properly authenticated, hence, not admissible in evidence. Moreover, the appellate court did not consider the baptismal certificate submitted by petitioners as conclusive proof of filiation. The Joint Affidavit executed by a certain Mario Casale and Balas Chimlangco attesting to the birth of Ligaya to Vicente and Benita was not given credence by the appellate court for being a hearsay evidence. For failure of petitioners to prove their cause of action by preponderance of evidence, the appellate court reversed and set aside the Decision and Resolution of the RTC.

Petitioners filed a Motion for Reconsideration, but the Court of Appeals denied it in its Resolution<sup>18</sup> dated 14 November 2008.

Hence, the instant petition based on the following grounds:

#### I

THE RESPONDENT COURT OF APPEALS COMMITTED A REVERSIBLE ERROR WHEN IT DID NOT CONSIDER THE MARRIAGE CONTRACT AS A PUBLIC DOCUMENT – AND SO WITH ITS DUPLICATE ORIGINAL. THE CONTRATO MATRIMONIAL BUTTRESSED A CERTIFICATION ISSUED BY THE IGLESIA FILIPINA INDEPENDIENTE IS A PUBLIC DOCUMENT, [IT] BEING REQUIRED BY LAW TO BE KEPT NOT ONLY BY THE CHURCH CONCERNED BUT BY THE OFFICE OF THE LOCAL CIVIL REGISTRAR – AND THE NATIONAL STATISTIC OFFICE. AND THE DUPLICATE ORIGINAL COPY OF THE SAME IS ALSO CONSIDERED ORIGINAL (SECTION 4, RULE 130) (AND HENCE ALSO A PUBLIC DOCUMENT UNDER THE RULE) ON EVIDENCE.

#### II

THE COURT OF APPEALS, WITH ALL DUE RESPECT, COMMITTED ANOTHER REVERSIBLE ERROR, WHEN IT DID NOT CONSIDER THE SAID DUPLICATE ORIGINAL OF THE SUBJECT MARRIAGE CONTRACT AS AN ANCIENT DOCUMENT, BESIDES, THE SAID DOCUMENT, MORE THAN 30 YEARS IN EXISTENCE IS CONSIDERED AS AN ANCIENT DOCUMENT, OUTSIDE THE NEEDED REQUIREMENT OF AUTHENTICATION APPLICABLE TO PRIVATE DOCUMENT.

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<sup>17</sup> Id. at 100.

<sup>18</sup> Id. at 142-143.

## III

THE APPELLATE COURT COMMITTED A REVERSIBLE ERROR WHEN IT IGNORED THE PROBATIVE VALUE OF A BAPTISMAL CERTIFICATE AND PETITIONERS' PARENTS YEARS [OF] COHABITATION. THE BAPTISMAL CERTIFICATE WHILE NOT ADMISSIBLE AS DIRECT EVIDENCE FOR A MARITAL CONTRACT, THE SAME IS OF STRONG EVIDEN[T]IARY SUPPORT TO THE EXISTENCE OF MARRIAGE OF [PETITIONERS'] PARENTS, EVIDENCED BY EXHIBIT "A" AND EXHIBIT "A-1" AND BY THE CERTIFICATE OF ITS DESTRUCTION DURING WORLD WAR II, ALSO, BY THE OPEN AND PUBLIC COHABITATION OF [PETITIONERS'] PARENTS, ADDED THE PRESUMPTION IN FAVOR OF SUCH MARRIAGE, BOLSTERED BY THE OPEN AND PUBLIC COHABITATION.

## IV

THE APPELLATE COURT COMMITTED ANOTHER REVERSIBLE ERROR WHEN IT IGNORED THE WEIGHT AND PROBATIVE VALUE OF THE JOINT AFFIDAVIT OF TWO (2) DISINTERESTED PERSONS. THE AFFIDAVIT OF TWO (2) DISINTERESTED PERSONS BEING A REQUIREMENT BY THE LOCAL CIVIL REGISTRAR AND/OR THE NSO TO SUPPORT THE EXISTENCE OF [PETITIONERS'] PARENTS MARRIAGE, AND IN THAT SINCE BECOMES ALSO A PUBLIC DOCUMENT OR AT THE VERY LEAST, A CIRCUMSTANTIAL DOCUMENTARY PROOF, WHICH IF ADDED TO THE BAPTISMAL CERTIFICATE EXHIBIT "H-1", THE CONTRATO MATRIMONIAL AND THE CERTIFICATION ISSUED BY THE IGLESIA FILIPINA INDEPENDIENTE TAKEN TOGETHER, PLUS THE OPEN AND PUBLIC COHABITATION OF THE [PETITIONERS'] PARENTS MARRIAGE, AND THE PRESUMPTION OF MARRIAGE PROVIDED FOR BY LAW, BANDED TOGETHER, ARE STRONG EVIDENCE TO PROVE THE EXISTENCE OF [PETITIONERS'] PARENTS MARRIAGE.

## V

THE COURT OF APPEALS COMMITTED ANOTHER YET SERIOUS REVERSIBLE ERROR, WHEN IT DID NOT CONSIDER THE RESPONDENTS' PARENTS' MARRIAGE AS BIGAMOUS. THE NULLITY OF THE [RESPONDENTS'] PARENTS' MARRIAGE, FOR BEING BIGAMOUS, AND BEING THE INCIDENT NECESSARILY INTERTWINED IN THE ISSUES PRESENTED, AND IT BEING A BIGAMOUS MARRIAGE, CAN BE COLLATERALLY ATTACK[ED] OR SLAIN AT SIGHT WHEREVER AND WHENEVER ITS HEAD (THE [RESPONDENTS'] PARENTS MARRIAGE) IS EXHIBITED.<sup>19</sup>

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<sup>19</sup> Id. at 61-66.

Petitioners insist that the *Contrato Matrimonial* is a public document because it is required by law to be recorded in the local civil registrar and the National Statistics Office (NSO). Petitioners claim to have in their possession a duplicate original of the *Contrato Matrimonial* which should be regarded as original. Petitioners emphasize that the certification issued by the Iglesia Filipina Independiente Church, the joint affidavit of two disinterested persons, the baptismal certificate presented by petitioners, and the open and public cohabitation of petitioners' parents are sufficient proof of their marriage.

Granting that the *Contrato Matrimonial* is a private document, petitioners maintain that said document should be considered an ancient document which should be excluded from the requirement of authentication.

Petitioners aver that the Court of Appeals should have considered the marriage between Vicente and Leonora as bigamous.

In their Comment,<sup>20</sup> respondents submit that the *Contrato Matrimonial* is a private document and the fact that marriages are required to be registered in the local civil registrar does not *ipso facto* make it a public document. Respondents assert that the certificate of baptism is likewise a private document which tends to prove only the administration of the sacrament of baptism and not the veracity of the declarations therein. Respondents moreover refute the certification issued by the local civil registry arguing that it does not prove filiation but only the fact that there is no record of Ligaya on file with said office.

With respect to the joint affidavit attesting to the marriage of Vicente and Benita, respondents assert that it is inadmissible for being a hearsay evidence because the two affiants were never presented on the witness stand.

The validity of the Extrajudicial Settlement of the Estate of Vicente and Leonora hinges on the existence of the first marriage of Vicente and Benita.

In support of the existence of the alleged first marriage, petitioners presented a copy of the *Contrato Matrimonial*.<sup>21</sup> There is no dispute that said marriage contract was issued by Iglesia Filipina Independiente church.

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<sup>20</sup> Id. at 190-196.

<sup>21</sup> Id. at 178.

The Court of Appeals correctly ruled that it is a private document. As early as in the case of *U.S. v. Evangelista*,<sup>22</sup> it has been settled that church registries of births, marriages, and deaths made subsequent to the promulgation of General Orders No. 68<sup>23</sup> and the passage of Act No. 190 are no longer public writings, nor are they kept by duly authorized public officials. They are private writings and their authenticity must therefore be proved as are all other private writings in accordance with the rules of evidence.<sup>24</sup>

Under Section 20, Rule 132, Rules of Court,<sup>25</sup> before a private document is admitted in evidence, it must be authenticated either by the person who executed it, the person before whom its execution was acknowledged, any person who was present and saw it executed, or who after its execution, saw it and recognized the signatures, or the person to whom the parties to the instruments had previously confessed execution thereof.<sup>26</sup> As observed by the Court of Appeals, petitioners failed to present any one of such witnesses. In fact, only Simplicia testified that her mother gave her the marriage contract. Unfortunately however, she was not present during its execution nor could she identify Benita's handwriting because Simplicia admitted that she is illiterate.

Petitioners insist on the admissibility of the marriage contract on the ground that it is a duplicate original, hence, the original need not be produced. We do not agree. We had previously ruled in *Vallarta v. Court of Appeals*<sup>27</sup> that " a signed carbon copy or duplicate of a document executed at the same time as the original is known as a duplicate original and maybe introduced in evidence without accounting for the non- production of the original. But, an unsigned and uncertified document purporting to be a

<sup>22</sup> 29 Phil. 215 (1915).

<sup>23</sup> On December 18, 1899, at the beginning of the American occupation of the Philippines, Major General Otis, exercising the legislative power vested in him as Commander-in-Chief of an American army in occupied territory, promulgated General Order No. 68 the purpose of which was to establish rules of law relating to marriage. It provides that marriages may be solemnized by a judge of a court inferior to the Supreme Court, by a justice of the peace, or by a priest or minister of the gospel of any denomination. x x x. <<http://kahimyang.info/kauswagan/articles/830/today-in-philippine-history-december-18-1899-major-general-otis-promulgated-general-order-no-68known-as-the-marriage-law>> (visited 10 November 2014.)

<sup>24</sup> *U.S. v. Evangelista*, supra note 21.

<sup>25</sup> Rule 132, Section 20. Proof of private document. – Before any private document offered as authentic is received in evidence, its due execution and authenticity must be proved either:

(a) By anyone who saw the document executed or written; or

(b) By evidence of the genuineness of the signature or handwriting of the maker.

<sup>26</sup> *Malayan Insurance, Co., Inc. v. Philippines Nails and Wires Corp.*, 430 Phil. 163, 168 (2002).

<sup>27</sup> 246 Phil. 596, 603 (1988) citing *Mahilum v. CA*, 123 Phil. 1335 (1966); and *U.S. v. Zapanta*, 33 Phil. 567 (1916). See Herrera, Remedial Law Vol. V, 1999 Edition, pp. 182-183.



carbon copy is not competent evidence. It is because there is no public officer acknowledging the accuracy of the copy.”<sup>28</sup>

Next, while petitioners concede that the marriage contract is a private document, they now argue that it is an ancient document which need not be authenticated. Petitioners’ argument still has no merit. Section 21, Rule 132 defines an ancient document as one that: 1) is more than 30 years old; 2) is produced from custody in which it would naturally be found if genuine; and 3) is unblemished by any alteration or by any circumstance of suspicion. The marriage contract was executed on 9 October 1929, hence it is clearly more than 30-years old. On its face, there appears to be no evidence of alteration.

The marriage contract however does not meet the second requirement.

Ancient documents are considered from proper custody if they come from a place from which they might reasonably be expected to be found. Custody is proper if it is proved to have had a legitimate origin or if the circumstances of the particular case are such as to render such an origin probable. If a document is found where it would not properly and naturally be, its absence from the proper place must be satisfactorily accounted for.<sup>29</sup>

*Gibson v. Poor*<sup>30</sup> cited the reason why it is required that an ancient document shall be produced from the proper depository:

x x x that thereby credit is given to its genuineness. Were it not for its antiquity, and the presumption that consequently arises that evidence of its execution cannot be obtained, it would have to be proved. It is not that any one particular place of deposit can have more virtue in it than another, or make that true which is false; but the fact of its coming from the natural and proper place, tends to remove presumptions of fraud, and strengthens the belief in its genuineness. It may be false, and so shown, notwithstanding the presumptions in its favor. If found where it would not properly and naturally be, its absence from the proper place must be satisfactorily accounted for; but that being done and all suspicions against its genuineness removed, we can discover no reason why it may not be read in evidence. The real question which is to affect its consideration is, whether the instrument offered is genuine, and contains a true statement of what it purports to. In the *Bishop of Meath v. Marquis of Winchester*, 2

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<sup>28</sup> Id.

<sup>29</sup> 29A Am Jur 2d Evidence § 1204 citing *McGuire v. Blount*, 199 U.S. 142, 26 S. Ct. 1, 50 L. Ed. 125 (1905); *Nicholson v. Eureka Lumber Co.*, 156 N.C. 59, 72 S.E. 86 (1911); *Gibson v. Poor*, 21 N.H. 440, 1850 WL 2344 (1850). See Herrera, Remedial Law Vol. V, 1999 Edition, pp. 186-187.

<sup>30</sup> 21 N.H. 440.

Bing. 183, Tindal, C. J., speaking of ancient documents, holds this language. "It is not necessary that they should be found in the best and most proper place of deposit. If documents continued in such custody, there never would be any question as to their authenticity; but it is when documents are found in other than their proper place of deposit, that the investigation commences whether it was reasonable and natural under the circumstances in the particular case, to expect that they should have been in the place where they are actually found; for it is obvious, that while there can be only one place of deposit strictly and absolutely proper, there may be many and various that are reasonable and probable, though differing in degree; some being more so, some less; and in those cases the proposition to be determined is, whether the actual custody is so reasonably and probably accounted for, that it impresses the mind with the conviction, that the instrument found in such custody must be genuine." Some authorities hold, that the antiquity of the document is alone sufficient to entitle it to be read, and that the other circumstances only go to its effect in evidence.

In *Bartolome v. Intermediate Appellate Court*,<sup>31</sup> the Court ruled that the requirement of proper custody was met when the ancient document in question was presented in court by the proper custodian thereof who is an heir of the person who would naturally keep it. In this case however, we find that Simplicia also failed to prove her filiation to Vicente and Benita. She merely presented a baptismal certificate which has long been held "as evidence only to prove the administration of the sacrament on the dates therein specified, but not the veracity of the declarations therein stated with respect to her kinsfolk. "The same is conclusive only of the baptism administered, according to the rites of the Catholic Church, by the priest who baptized subject child, but it does not prove the veracity of the declarations and statements contained in the certificate concerning the relationship of the person baptized."<sup>32</sup> As such, Simplicia cannot be considered as an heir, in whose custody the marriage contract is expected to be found. It bears reiteration that Simplicia testified that the marriage contract was given to her by Benita but that Simplicia cannot make out the contents of said document because she cannot read and write.

On the other hand, the document presented to prove Ligaya's kinship is a Joint Affidavit executed by two persons to the effect that she was born to Vicente and Benita. These two affiants were never presented in court. Thus, their statement is tantamount to hearsay evidence.

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<sup>31</sup> 262 Phil. 113, 122-123 (1990).

<sup>32</sup> *Heirs of Cabais v. Court of Appeals*, 374 Phil. 681, 689 (1999) citing *Macadangdang v. Court of Appeals*, 188 Phil. 192, 201 (1980); *Paa v. Chan*, 128 Phil. 815, 822 (1967).

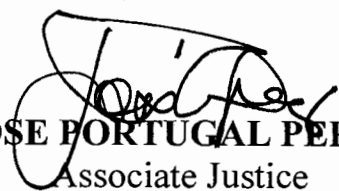
Petitioners also presented certifications from the local civil registrar certifying that the records of birth from 1930 to 1946 were destroyed by fire and/or war. In said documents, there contains an advice that petitioners may make a further verification with the NSO because the local civil registrar submits a copy of the birth certificate of every registered birth with the NSO. The advice was not heeded. Petitioners failed to present a certification from NSO whether such records do exist or not.

While we acknowledge the difficulty of obtaining old records, we simply cannot ignore the rules on evidence, specifically the rule on authentication with respect to private documents which is precisely in place to prevent the inclusion of spurious documents in the body of evidence that will determine the resolutions of an issue.


Considering that petitioners failed to prove the validity of the marriage between Vicente and Benita, it follows that they do not have a cause of action in the case for the declaration of nullity of the Extrajudicial Settlement of the Estate of Vicente and Leonora.

**WHEREFORE**, the petition is **DENIED**. The 5 August 2008 Decision of the Court of Appeals in CA-G.R. CV No. 89585 reversing and setting aside the 30 January 2007 Decision and 16 April 2007 Resolution of the Regional Trial Court, Branch 69 of Binangonan, Rizal in Civil Case No. R-98-047 is **AFFIRMED**.

**SO ORDERED.**

  
**JOSE PORTUGAL PEREZ**  
Associate Justice

WE CONCUR:

  
**MARIA LOURDES P. A. SERENO**  
Chief Justice  
Chairperson

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

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

*Estela M. Perlas-Bernabe*  
**ESTELA M. PERLAS-BERNABE**  
Associate Justice

**CERTIFICATION**

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

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