



Republic of the Philippines
Supreme Court
 Baguio City

SUPREME COURT OF THE PHILIPPINES
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SECOND DIVISION

MA. LUISA A. PINEDA,
 Petitioner,

G.R. No. 233774

Present:

- versus -

CARPIO, J., *Chairperson,*
 PERLAS-BERNABE,*
 CAGUIOA,
 J. REYES, JR., and
 LAZARO-JAVIER, JJ.

VIRGINIA ZUÑIGA VDA. DE VEGA,
 Respondent.

Promulgated:

10 APR 2019

x-----*H.M. Cabalag Perfecto*-----x

DECISION

CAGUIOA, J.:

This is a Petition for Review on *Certiorari*¹ (Petition) under Rule 45 of the Rules of Court (Rules) assailing the Decision² dated March 21, 2017 and the Resolution³ dated August 30, 2017 of the Court of Appeals⁴ (CA) in CA-G.R. CV No. 106404. The CA Decision reversed and set aside the Decision dated April 30, 2015 and the Resolution dated October 14, 2015 of the Regional Trial Court of Malolos City, Bulacan, Branch 17 (RTC) in Civil Case No. 526-M-2005. The RTC Decision ruled in favor of petitioner Ma. Luisa Pineda (petitioner) and the RTC Resolution denied the motion for reconsideration of respondent Virginia Zuñiga vda. de Vega (respondent). The CA Decision also dismissed petitioner’s complaint. The CA Resolution denied petitioner’s motion for reconsideration.

Facts and Antecedent Proceedings

Petitioner filed a complaint dated June 10, 2005 against respondent, praying for the payment of the latter’s principal obligation and the interest

* On leave.

¹ *Rollo*, pp. 8-22.

² Id. at 23-32. Penned by Associate Justice Normandie B. Pizarro, with Associate Justices Samuel H. Gaerlan and Jhosep Y. Lopez concurring.

³ Id. at 40-41.

⁴ Twelfth Division and Former Twelfth Division..

thereon or, in default of such payment, the foreclosure of the property subject of a real estate mortgage.⁵

In her complaint, petitioner alleged that, on March 25, 2003, respondent borrowed from her ₱500,000.00 payable within one year with an interest rate of 8% per month.⁶ To secure the loan, respondent executed a real estate mortgage (2003 Agreement) over a parcel of land covered by Transfer Certificate of Title No. T-339215, together with all the buildings and improvements existing thereon (Property), in petitioner's favor.⁷ On the loan's maturity, respondent failed to pay her loan despite demand.⁸ As of May 2005, the unpaid accumulated interest amounted to ₱232,000.00.⁹

In her answer, respondent denied petitioner's material allegations and countered that the complaint was dismissible for lack of prior barangay conciliation proceeding and for failure to join her husband as a party.¹⁰ She also argued that the interest rate agreed upon was excessive and unconscionable, thus illegal.¹¹ She further denied receiving ₱500,000.00 from petitioner and claimed that the said amount was the accumulated amount of another obligation she earlier secured from petitioner.¹²

In her reply, petitioner averred that respondent's husband did not need to be joined because the transaction did not involve him and although the agreement was to charge an interest rate of 8% per month, what was actually charged was just 4% per month.¹³ Petitioner admitted that the original loan which respondent obtained in 2000 was only ₱200,000.00 with an undertaking to pay 3% interest per month.¹⁴

In the written interrogatories addressed to petitioner, she admitted that the ₱500,000.00 indicated in the 2003 Agreement referred to a previously executed undated real estate mortgage (undated Agreement) between the parties which secured respondent's loan of ₱200,000.00 from her.¹⁵

After the parties underwent mediation proceedings, which turned out to be unsuccessful, the case was set for hearing.¹⁶ Despite the leeway provided by the RTC, respondent failed to formally offer her evidence.¹⁷

⁵ *Rollo*, p. 24.

⁶ *Id.*

⁷ *Id.*

⁸ Referring to a supposed Demand Letter dated August 4, 2004, *id.*

⁹ *Id.*

¹⁰ *Id.*

¹¹ *Id.*

¹² *Id.* at 24-25.

¹³ *Id.* at 25.

¹⁴ *Id.*

¹⁵ *Id.*

¹⁶ *Id.*

¹⁷ *Id.*



On April 30, 2015, the RTC rendered a Decision finding that (1) the existence of the loan and the real estate mortgage had been established and, thus, judicial foreclosure would be proper given respondent's non-compliance therewith; (2) since the undated Agreement had no provision on the payment of interest, the legal interest of 12% per annum should be imposed; (3) the 2003 Agreement's interest rate was unconscionable; (4) the non-joinder of respondent's husband was not a jurisdictional defect and did not warrant the complaint's dismissal; and (5) the non-referral to the barangay conciliation proceeding did not prevent the court from exercising its jurisdiction given that the parties had already undergone several conciliation and mediation proceedings.¹⁸

RTC Ruling

The dispositive portion of the RTC Decision states:

WHEREFORE, in the light of the foregoing, the defendant is hereby ordered to pay plaintiff the loaned amount of P200,000 plus the interest of 12% per annum from September 3, 2004, the date the defendant received the demand letter from the plaintiff, dated August 2004, until the finality of the decision and the satisfaction of the amount due. She is also ordered to pay the plaintiff the amount of P50,000 as nominal damages and P30,000 as attorney's fees.

In default of payment, the mortgaged property, together with all the buildings and improvements existing thereon, shall be foreclosed and sold and the proceeds of their sale shall be applied to the payment of the amounts due the plaintiff, including damages and attorney's fees.

*SO ORDERED.*¹⁹ (Italics in the original)

Respondent's motion for reconsideration having been denied by the RTC, she appealed the RTC Decision to the CA, which the latter granted in its Decision²⁰ dated March 21, 2017. The CA Decision reversed and set aside the RTC Decision and dismissed the complaint.²¹ The CA found that petitioner failed to prove that prior demand had been made upon respondent for the full payment of the latter's obligation.²² While the complaint alleged and petitioner testified that demand was sent to respondent by registered mail and received on September 7, 2004, the registry return card evidencing such receipt was not specifically and formally offered in evidence.²³ The CA noted that what petitioner presented was a copy of the said demand letter with only a photocopy of the face of a registry return card which was claimed to refer to the said letter.²⁴ According to the CA, it thoroughly

¹⁸ Id. at 25-26.

¹⁹ Id. at 26.

²⁰ Id. at 23-32.

²¹ Id. at 32.

²² Id. at 30.

²³ Id.

²⁴ Id.



reviewed petitioner's formal offer and found no reference to the registry receipt card or any competent proof, like a postman certificate or the testimony of the postman, that respondent actually received the demand letter.²⁵ The CA concluded that for failing to prove the requisite demand under Article 1169²⁶ of the Civil Code, respondent could not be considered in default and petitioner's case must fail.²⁷

The CA having arrived at the above conclusion, it found that it would no longer be necessary to discuss the other issues presented by the parties.²⁸

CA Ruling

The dispositive portion of the CA Decision states:

WHEREFORE, the appeal is **GRANTED**. The assailed *Decision* and *Resolution* of the Regional Trial Court, Third Judicial Region, Branch 17, City of Malolos, Bulacan, in Civil Case No. 526-M-2005 are **REVERSED** and **SET ASIDE**. Accordingly, the complaint is **DISMISSED**.

SO ORDERED.²⁹

Petitioner filed a motion for reconsideration, which was denied by the CA in its Resolution³⁰ dated August 30, 2017.

Hence, the Petition. Respondent filed a Comment/Opposition *Ad Cautelam*³¹ dated November 3, 2017, which the Court notes.

Issues

Petitioner, invoking several exceptions to the rule that only questions of law may be raised in a Rule 45 *certiorari* petition, submits for resolution

²⁵ Id.

²⁶ ART. 1169. Those obliged to deliver or to do something incur in delay from the time the obligee judicially or extrajudicially demands from them the fulfillment of their obligation.

However, the demand by the creditor shall not be necessary in order that delay may exist:

(1) When the obligation or the law expressly so declares; or

(2) When from the nature and the circumstances of the obligation it appears that the designation of the time when the thing is to be delivered or the service is to be rendered was a controlling motive for the establishment of the contract; or

(3) When demand would be useless, as when the obligor has rendered it beyond his power to perform.

In reciprocal obligations, neither party incurs in delay if the other does not comply or is not ready to comply in a proper manner with what is incumbent upon him. From the moment one of the parties fulfills his obligation, delay by the other begins. (1100a)

²⁷ *Rollo*, p. 31.

²⁸ Id. at 32.

²⁹ Id.

³⁰ Id. at 40-41.

³¹ Id. at 46-55.

the following factual issues: Was a demand letter sent by petitioner to respondent and was it received by the latter?³²

The Court's Ruling

Petitioner recognizes that only questions of law may be raised in a Rule 45 *certiorari* petition, and factual issues are entertained only in exceptional cases. To justify the Court's review of the CA's factual findings, petitioner cites the following exceptions to the general rule: (1) the judgment is based on misapprehension of facts; (2) the inference is manifestly mistaken, absurd or impossible; (3) the findings of the CA are contrary to those of the trial court; (4) the CA manifestly overlooked certain relevant and undisputed facts that, if properly considered, would justify a different conclusion; and (5) the findings of the CA are contrary to the admission of the parties.³³

Respondent in her Comment prays for the outright dismissal of the Petition based on these procedural matters: (1) the belated filing of the Petition, and (2) the failure of petitioner to pose a question of law.³⁴

As to the first ground raised by respondent, the Petition was seasonably filed within the 30-day extension that the Court granted in its September 27, 2017 Resolution.³⁵ Petitioner's motion for extension of time to file the Petition was filed within the 15-day period provided in Section 2, Rule 45 of the Rules.

As to the second ground, even if it is conceded that the exceptions cited by petitioner are applicable, the Court is not persuaded by her argument that respondent had admitted in her answer and pre-trial brief that respondent received on September 3, 2004³⁶ the demand letter dated August 4, 2004.

Petitioner stresses that in respondent's answer and pre-trial brief, the latter admitted Annex "C", which is a copy of the demand letter. Petitioner also points out that in the complaint, it was alleged:

"7. The time for the payment of the subject loan is long overdue and the defendant, despite repeated demands by the plaintiff to pay, has continuously failed and refused to pay both the principal obligation and the accumulated interest. A copy of the demand letter is appended as Annex "C" and made [integral] part hereof." (Underscoring supplied)³⁷

³² Id. at 12.

³³ Id., citing *Cabigting v. San Miguel Foods, Inc.*, 620 Phil. 14, 22 (2009).

³⁴ Id. at 54.

³⁵ Id. at 6.

³⁶ Id. at 18.

³⁷ Id.



The admission by respondent of Annex "C" is at most an admission of the demand letter's existence and due execution. Since there was no allegation of receipt by respondent of Annex "C" in the complaint, such fact had to be established by petitioner.

On this point, the Court agrees with the CA, to wit:

It was, indeed, alleged in the complaint, as well as in her testimony, that demand was sent to [respondent] by registered mail and was received on September 7, 2004. However, the registry return card evidencing such receipt was not specifically and formally offered in evidence. What she presented, instead, was a copy of the said demand letter with only a photocopy of the face of a registry return card claimed to refer to the said letter. Thus, in her formal offer of evidence:

Exhibit "C" – Demand Letter sent by plaintiff's lawyer to the defendant, demanding that the latter comply with the terms and conditions of the [R]eal Estate Mortgage (REM) between them within three (3) months from receipt; otherwise, the former will be constrained to enforce the REM.

Purpose: To prove that when the defendant failed to comply with the terms and conditions of the said Real Estate Mortgage, a letter was sent to her demanding compliance; otherwise, the former will enforce the mortgage contract.

[Respondent] properly opposed the said evidence as it does not prove that she, in fact, received the letter. We have thoroughly reviewed her formal offer as well and found no reference to the registry receipt card or any other competent proof, *i.e.*, postman certificate or the testimony of the postman, that [respondent] actually received the said demand letter.

[Petitioner] could have simply presented and offered in evidence the registry receipt or the registry return card accompanying the demand letter. However, she offered no explanation why she failed to do so. There is, thus, no satisfactory proof that the letter was received by [respondent].

In emphasizing further that the registry return card is the best evidence of actual receipt of [respondent], We find the High Court's discussion in *Mangahas v. Court of Appeals*,³⁸ apt, viz[.]:

In addition, petitioners could have easily presented the original Registry Receipt No. A-2094. It would have constituted the best evidence of the fact of mailing on 7 February 2006, even if a different date had been stamped on the envelope of the subject registered mail. Regrettably, petitioners have not seen fit to present such original. Their continued failure to present the original receipt can only lead one to remember the well-settled rule that when

³⁸ 588 Phil. 61, 81 (2008).



*the evidence tends to prove a material fact which imposes a liability on a party, and he has it in his power to produce evidence which from its very nature must overthrow the case made against him if it is not founded on fact, and he refuses to produce such evidence, the presumption arises that the evidence, if produced, would operate to his prejudice, and support the case of his adversary. Mere photocopy of Registry Receipt No. A-2094 militates against their position as there is no indicium of its authenticity. A mere photocopy lacks assurance of its genuineness, considering that photocopies can easily be tampered with. (Emphasis supplied.)*³⁹

After the CA found that petitioner failed to prove that extrajudicial demand was made upon respondent as required by law and after it had observed that petitioner had not asserted any of the exceptions to the requisite demand under Article 1169 of the Civil Code, the CA concluded that respondent could not be considered in default. Necessarily, petitioner's case should fail.⁴⁰

While the CA is correct on its factual finding, its legal conclusion is, however, flawed.

What petitioner seeks to enforce against respondent is a contract of loan, which is secured by a real estate mortgage. Based on the sources of obligations enumerated under Article 1157 of the Civil Code, the obligation that petitioner seeks to make respondent liable for is one which arises from contract. Liability for damages arises pursuant to Article 1170 of the Civil Code against "[t]hose who in the performance of their obligations are guilty of fraud, negligence, or delay, and those who in any manner contravene the tenor thereof." Delay or *mora* is governed by Article 1169 of the Civil Code, which provides:

ART. 1169. Those obliged to deliver or to do something incur in delay from the time the obligee judicially or extrajudicially demands from them the fulfillment of their obligation.

However, the demand by the creditor shall not be necessary in order that delay may exist:

- (1) When the obligation or the law expressly so declares; or
- (2) When from the nature and the circumstances of the obligation it appears that the designation of the time when the thing is to be delivered or the service is to be rendered was a controlling motive for the establishment of the contract; or
- (3) When demand would be useless, as when the obligor has rendered it beyond his power to perform.

³⁹ *Rollo*, pp. 30-31.

⁴⁰ *Id.* at 31.



In reciprocal obligations, neither party incurs in delay if the other does not comply or is not ready to comply in a proper manner with what is incumbent upon him. From the moment one of the parties fulfills his obligation, delay by the other begins. (1100a)

Default or *mora*, which is a kind of voluntary breach of an obligation, signifies the idea of delay in the fulfillment of an obligation with respect to time.⁴¹ In positive obligations, like an obligation to give, the obligor or debtor incurs in delay from the time the obligee or creditor demands from him the fulfillment of the obligation.⁴² Demand may be judicial — if the creditor files a complaint against the debtor for the fulfillment of the obligation — or extrajudicial — if the creditor demands from the debtor the fulfillment of the obligation either orally or in writing.⁴³ Whether the demand is judicial or extrajudicial, if the obligor or debtor fails to fulfill or perform his obligations, like payment of a loan, as in this case, he is in *mora solvendi*, and, thus, liable for damages.⁴⁴

While delay on the part of respondent was not triggered by an extrajudicial demand because petitioner had failed to so establish receipt of her demand letter, this delay was triggered when petitioner judicially demanded the payment of respondent's loan from petitioner. While the CA was correct in observing that default generally begins from the moment the creditor demands the performance of the obligation, and without such demand, judicial or extrajudicial, the effects of default will not arise,⁴⁵ it failed to acknowledge that when petitioner filed her complaint dated June 10, 2005,⁴⁶ such filing constituted the judicial demand upon respondent to pay the latter's principal obligation and the interest thereon. Respondent, having thus incurred in delay (counted from the filing of the complaint), is liable for damages pursuant to Article 1170 of the Civil Code.

Consequently, the reversal of the assailed CA Decision and Resolution is justified and to that extent, the Petition is meritorious.

Even with the reversal of the CA's ruling, the Court cannot, however, uphold *in toto* the RTC's ruling.

To recall, the dispositive portion of the RTC Decision states:

WHEREFORE, in the light of the foregoing, the defendant is hereby ordered to pay plaintiff the loaned amount of P200,000 plus the interest of 12% per annum from September 3, 2004, the date the defendant received the demand letter from the plaintiff, dated August 2004, until the

⁴¹ Desiderio P. Jurado, COMMENTS AND JURISPRUDENCE ON OBLIGATIONS AND CONTRACTS (1987 Ninth Revised Edition), p. 54.

⁴² Id.

⁴³ Id. at 54-55.

⁴⁴ Id. at 55.

⁴⁵ *Rollo*, p. 27, citing *Development Bank of the Philippines v. Guariña Agricultural & Realty Development Corporation*, 724 Phil. 209, 220 (2014).

⁴⁶ Id. at 24.



finality of the decision and the satisfaction of the amount due. She is also ordered to pay the plaintiff the amount of P50,000 as nominal damages and P30,000 as attorney's fees.

In default of payment, the mortgaged property, together with all the buildings and improvements existing thereon, shall be foreclosed and sold and the proceeds of their sale shall be applied to the payment of the amounts due the plaintiff, including damages and attorney's fees.

*SO ORDERED.*⁴⁷ (Italics in the original)

Firstly, the RTC erred in granting petitioner's remedies or demands of collection and foreclosure of mortgage successively. The settled rule is that these remedies of collection and foreclosure are mutually exclusive. The invocation or grant of one remedy precludes the other.

Since *Bachrach Motor Co., Inc. v. Icarañgal*,⁴⁸ the Court has consistently ruled⁴⁹ that:

We hold, therefore, that, in the absence of express statutory provisions, a mortgage creditor may institute against the mortgage debtor either a personal action for debt or a real action to foreclose the mortgage. In other words, he may pursue either of the two remedies, but not both. By such election, his cause of action can by no means be impaired, for each of the two remedies is complete in itself. Thus, an election to bring a personal action will leave open to him all the properties of the debtor for attachment and execution, even including the mortgaged property itself. And, if he waives such personal action and pursues his remedy against the mortgaged property, an unsatisfied judgment thereon would still give him the right to sue for a deficiency judgment, in which case, all the properties of the defendant, other than the mortgaged property, are again open to him for the satisfaction of the deficiency. In either case, his remedy is complete, his cause of action undiminished, and any advantages attendant to the pursuit of one or the other remedy are purely accidental and are all under his right of election. On the other hand, a rule that would authorize the plaintiff to bring a personal action against the debtor and simultaneously or successively another action against the mortgaged property, would result not only in multiplicity of suits so offensive to justice (*Soriano vs. Enriques*, 24 Phil., 584) and obnoxious to law and equity (*Osorio vs. San Agustin*, 25 Phil., 404), but also in subjecting the defendant to the vexation of being sued in the place of his residence or of the residence of the plaintiff, and then again in the place where the property lies.⁵⁰

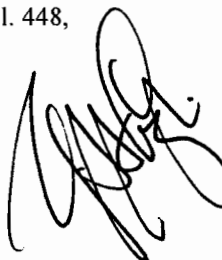
The rationale as to the exclusive effect of the remedies or options is explained, thus:

⁴⁷ Id. at 26.

⁴⁸ 68 Phil. 287 (1939).

⁴⁹ See *Bank of America, NT and SA v. American Realty Corp.*, 378 Phil. 1279, 1290 (1999); *Danao v. Court of Appeals*, 238 Phil. 447, 458 (1987); *Manila Trading and Supply Co. v. Co Kim*, 71 Phil. 448, 449 (1941); *Movido v. Rehabilitation Finance Corporation*, 105 Phil. 886, 890 (1959).

⁵⁰ *Bachrach Motor Co., Inc. v. Icarañgal*, supra note 48, at 294-295.



For non-payment of a note secured by mortgage, the creditor has a single cause of action against the debtor. This single cause of action consists in the recovery of the credit with execution of the security. In other words, the creditor in his action may make two demands, the payment of the debt and the foreclosure of the mortgage. But both demands arise from the same cause, the non-payment of the debt, and, for that reason, they constitute a single cause of action. Though the debt and the mortgage constitute separate agreements, the latter is subsidiary to the former, and both refer to one and the same obligation. Consequently, there exists only one cause of action for a single breach of that obligation. Plaintiff, then, by applying the rule above stated, cannot split up his single cause of action by filing a complaint for payment of the debt, and thereafter another complaint for foreclosure of the mortgage. If he does so, the filing of the first complaint will bar the subsequent complaint. By allowing the creditor to file two separate complaints simultaneously or successively, one to recover his credit and another to foreclose his mortgage, we will, in effect, be authorizing him plural redress for a single breach of contract at so much cost to the courts and with so much vexation and oppression to the debtor.

x x x x

x x x But, as we have heretofore stated, the creditor's cause of action is not only single but indivisible, although the agreements of the parties, evidenced by the note and the deed of mortgage, may give rise to different remedies. x x x The cause of action should not be confused with the remedy created for its enforcement. And considering, as we have shown, that one of the two remedies available to the creditor is as complete as the other, he cannot be allowed to pursue both in violation of those principles of procedure intended to secure simple, speedy and unexpensive administration of justice.⁵¹

In *Cerna v. CA*,⁵² the Court ruled that the filing of a collection suit barred the foreclosure of the mortgage.

Given the foregoing, the Court sustains the RTC's ruling which orders respondent to pay petitioner the loaned amount of ₱200,000.00. However, the RTC's ruling that in default of respondent's payment, petitioner can foreclose on the mortgage is erroneous.

Secondly, the RTC erred on the rate of interest that it imposed. The 12% per annum rate of interest should be revised in the light of *Nacar v. Gallery Frames*.⁵³ Since the RTC found that the undated Agreement contained no stipulation on interest⁵⁴ and the 2003 Agreement's interest rate was unconscionable,⁵⁵ the rate of interest on the loan of respondent should be 12% per annum from judicial demand or filing of the original complaint with the RTC until June 30, 2013 and 6% per annum from July 1, 2013 until

⁵¹ Id. at 293-295.

⁵² 292-A Phil. 649, 656 (1993).

⁵³ 716 Phil. 267 (2013).

⁵⁴ *Rollo*, p. 25.

⁵⁵ Id.



finality of this Decision. The total amount due as of such date of finality shall bear an interest of 6% per annum until its full satisfaction.

Thirdly, as already pointed above, the RTC erred in reckoning the imposition of interest from extrajudicial demand because the finding of the CA in this respect is upheld.

Fourthly, the award of ₱50,000.00 nominal damages is deleted. As reiterated in *Robes-Francisco Realty & Development Corp. v. Court of First Instance of Rizal (Branch XXXIV)*,⁵⁶ “nominal damages cannot coexist with compensatory damages.”⁵⁷

As to the award of attorney’s fees, the same is sustained. Attorney’s fees are recoverable under Article 2208 of the Civil Code when the defendant’s act has compelled the plaintiff to incur expenses to protect his interest and when the court deems it just and equitable.

WHEREFORE, the Petition is hereby **PARTLY GRANTED**. The Decision of the Court of Appeals dated March 21, 2017 and its Resolution dated August 30, 2017 in CA-G.R. CV No. 106404 are **REVERSED** and **SET ASIDE**. The Decision dated April 30, 2015 of the Regional Trial Court of Malolos City, Bulacan, Branch 17 in Civil Case No. 526-M-2005 is **PARTLY REINSTATED** insofar as the order against respondent Virginia Zuñiga vda. de Vega to pay petitioner Ma. Luisa A. Pineda the loaned amount of ₱200,000.00 and ₱30,000.00 as attorney’s fees is concerned. Respondent Virginia Zuñiga vda. de Vega is also ordered to pay petitioner Ma. Luisa A. Pineda interest on the loaned amount at the rate of 12% per annum from the filing of the original complaint up to June 30, 2013 and 6% per annum from July 1, 2013 until the finality of this Decision; and on the total amount due on the Decision’s finality, interest of 6% per annum from such date of finality until full payment thereof.

SO ORDERED.

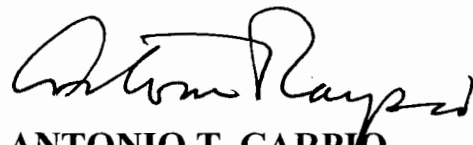


ALFREDO BENJAMIN S. CAGUIOA
Associate Justice

⁵⁶ 175 Phil. 256 (1978).

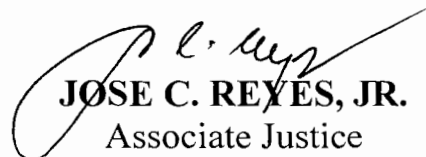
⁵⁷ Id. at 263.

WE CONCUR:



ANTONIO T. CARPIO
Associate Justice
Chairperson

(On leave)
ESTELA M. PERLAS-BERNABE
Associate Justice




JOSE C. REYES, JR.
Associate Justice



AMY C. LAZARO-JAVIER
Associate Justice

ATTESTATION

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

CERTIFICATION

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.



LUCAS P. BERSAMIN
Chief Justice

