Republic of the Philippines
Supreme Court
Manila

THIRD DIVISION

MEGALOPOLIS PROPERTIES, INC. (now, KAIZEN BUILDERS, INC.), GERALDINE FAJARDO and SPOUSES HILARIO and CECILLE APOSTOL,	**G.R. No. 243891**
Petitioners,	Present:
	LEONEN, *J.*, Chairperson,
- versus -	HERNANDO, ZALAMEDA,* DELOS SANTOS, and LOPEZ, J., *JJ.*
D'NHEW LENDING CORPORATION, JONATHAN DEL PRADO and PRADEEP "PAUL" LALWANI,	
Respondents.	Promulgated:
	May 5, 2021
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D E C I S I O N

DELOS SANTOS, *J.*:

This resolves a Petition for Review on *Certiorari*[1] under Rule 45 of the Rules of Court on the Decision[2] dated January 12, 2018 and the Resolution[3] dated November 12, 2018 of the Court of Appeals (CA) in CA-G.R. CV No. 105760. The assailed Decision of the CA affirmed the Decision[4] dated May 18, 2015 of the Regional Trial Court (RTC) of Baguio City, Branch 5 in Civil Case No. 6963-R and upheld the validity of the interest rate of 3% per month imposed on the principal amount of petitioners' loan, with modification that the amount of ₱1,263,651.26

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* Designated as additional member in lieu of Associate Justice Henri Jean Paul B. Inting per Raffle dated February 17, 2021.

1 *Rollo*, pp. 3-20.

2 Id. at 21-37; penned by Associate Justice Henri Jean Paul B. Inting (now a Member of the Court), with Associate Justices Sesinando E. Villon and Danton Q. Bueser, concurring.

3 Id. at 38-39.

4 Not attached to the *rollo*.

representing the excess or surplus proceeds from the extrajudicial foreclosure sale of the mortgaged property be set aside.

Factual Antecedent

On May 15, 2008, Megalopolis Properties, Inc. (Megalopolis) obtained a loan from D'Nhew Lending Corporation (D'Nhew Lending) in the amount of ₱4,000,000.00, payable in monthly installments with an add-on interest at a rate of 3% per month (or 12 monthly payments of ₱453,333.33), as evidenced by a promissory note.[5] To secure the loan, Megalopolis, through the spouses Hilario and Cecille Apostol (spouses Apostol), in their capacity as President and Chief Executive Officer, respectively, and Geraldine Fajardo (Fajardo) as the mortgagor, executed a Real Estate Mortgage[6] dated May 15, 2008 over a real property covered by TCT No. T-7972 in favor of D'Nhew Lending. In addition, spouses Apostol, through a Continuing Surety Agreement[7] dated May 15, 2008, bound themselves to be solidarily liable with Megalopolis for the payment of the loan.

Thus, simultaneous to the execution of the foregoing contracts, Megalopolis issued 12 postdated checks amounting to ₱453,333.33 each (representing the monthly payments with ₱333,333.33 as principal and ₱120,000.00 as added interest) drawn against its account with Allied Bank, Naguilian Road Branch, Baguio City.[8] When the first two checks for June and July 2008 were presented for payment, the same were dishonored for having been drawn against insufficient funds and a closed account, respectively. Upon being informed that the checks were dishonored, petitioners paid the two monthly payments in cash. Petitioners also requested to replace the remaining Allied Bank checks with Equitable PCI Bank checks, to which respondents agreed.[9]

However, the check for the August 2008 payment was again dishonored for having been drawn against an insufficient fund, and petitioners once again paid in cash upon demand by D'Nhew Lending. The check for the September 2008 payment was also dishonored for the same reason.[10]

At petitioners' request for reprieve in the payment of the loan, the parties agreed to restructure the same. As petitioners only paid ₱21,000.00 out of the ₱240,000.00 interest due for the two months prior, the unpaid interest amounting to ₱219,000.00 was capitalized and effectively increased their principal obligation to ₱3,219,000.00. The restructured loan agreement

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5 *Rollo*, pp. 22 and 54.
6 Id. at 40-42.
7 Id. at 43-45.
8 Id. at 55.
9 Id. at 55-56.
10 Id. at 56.

was embodied in a new Promissory Note[11] dated October 16, 2008 (Promissory Note), the pertinent provisions of which are as follows:

> FOR VALUE RECEIVED, I/We, jointly and severally, promise to pay, without need of demand, D'NHEW LENDING CORPORATION or order, hereinafter referred to as the 'CREDITOR,' the principal sum of PESOS: THREE MILLION TWO HUNDRED NINETEEN THOUSAND PESOS (₱3,219,000.00), Philippine currency, inclusive of an add-on interest thereon at the rate of three percent (3%) per month from [the] date hereof and until fully paid.
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> The principal of this loan and its interest and other charges shall be paid by me/us in accordance hereunder, to wit:
>
> For Amortized Loan:

Date Due	Interest	Amortization Due	Total Payment
October 16, 2008	96,570.00		96,750.00
November 16, 2008	96,570.00		96,750.00
December 16, 2008	96,570.00		96,750.00
January 16, 2009	96,570.00		96,750.00
February 16, 2009	96,570.00		96,750.00
March 16, 2009	96,570.00		96,750.00
April 16, 2009	96,570.00	178,833.33	275,403.33
May 16, 2009	96,570.00	178,833.33	275,403.33
June 16, 2009	96,570.00	178,833.33	275,403.33
July 16, 2009	96,570.00	178,833.33	275,403.33
August 16, 2009	96,570.00	178,833.33	275,403.33
September 16, 2009	96,570.00	178,833.33	275,403.33
October 16, 2009	96,570.00	178,833.33	275,403.33
November 16, 2009	96,570.00	178,833.33	275,403.33
December 16, 2009	96,570.00	178,833.33	275,403.33
January 16, 2010	96,570.00	178,833.33	275,403.33
February 16, 2010	96,570.00	178,833.33	275,403.33
March 16, 2010	96,570.00	178,833.33	275,403.33
April 16, 2010	96,570.00	178,833.33	275,403.33
May 16, 2010	96,570.00	178,833.33	275,403.33
June 16, 2010	96,570.00	178,833.33	275,403.33
July 16, 2010	96,570.00	178,833.33	275,403.33
August 16, 2010	96,570.00	178,833.33	275,403.33[12]

Per the Agreement between Fajardo and D'Nhew Lending, represented by its Vice-President Jonathan Del Prado (Del Prado), the restructured loan shall be secured by the same Real Estate Mortgage[13] dated May 15, 2008. Accordingly, petitioners delivered 24 checks to respondents to cover the monthly payments according to the restructured loan agreement.

The first seven checks issued by petitioners (six checks worth ₱96,750.00 covering October 16, 2008 to March 16, 2009 and the April 16,

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[11] Id. at 46-47.
[12] Id. at 46.
[13] Id. at 22 and 57.

2009 check worth ₱275,403.33) were either cleared by the drawee bank or paid in cash. However, the checks dated May 16, June 16, and July 16, 2009 were all dishonored upon presentment for having been drawn against insufficient funds.[14] Del Prado informed petitioners that the said checks had been dishonored, but the latter failed to make good on the payments thereon.[15]

On July 23, 2009, petitioners filed a Complaint[16] with the RTC for nullification of the interest rate, seeking, *inter alia*, the following reliefs:

> 1. To declare as void the 3% monthly interest for being excessive and to fix a legal interest of 12% per annum, computed on the basis of the ₱4,000,000.00 principal from June to September 2008 and on the basis of the ₱3,000,000.00 principal balance from October 2008 to September 2010;
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> 2. To declare Megalopolis' balance to be in the amount of ₱2,568,597.71;
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> 3. To declare null and void the eighteen (18) checks issued by Megalopolis to D'Nhew [Lending];
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> 4. To declare the loan contract executed on May 15, 2008 extinguished by novation; to declare the Agreement executed on February 25, 2009, the real estate mortgage null and void, and the annotation of the said real estate mortgage on TCT No. T-7972 null and void;
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> 5. To order [respondents] to return to Fajardo her owner's duplicate copy of TCT No. T-7972; and
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> 6. To order [respondents] to pay Megalopolis actual damages, attorney's fees, litigation expenses, exemplary damages, and costs of suit.[17]

During the pendency of the case, the mortgaged property was extra-judicially foreclosed for the amount of ₱5,345,202.00, with D'Nhew Lending as the highest bidder.[18]

Ruling of the RTC

In a Decision dated May 18, 2015, the RTC declared that the foreclosure of the mortgaged property had rendered all other reliefs prayed for by petitioners moot, and upheld the validity of the interest rate at 3% per month. In so ruling, the RTC stated that the interest should be computed based on the principle of diminishing principal and proceeded to compute

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[14] Id. at 58.
[15] Id. at 23.
[16] Id. at 109-128.
[17] Id. at 23.
[18] Id. at 24 and 60.

petitioners' remaining obligation using the diminishing balance interest rate method as follows:

> As of the time the property was foreclosed on July 21, 2010, plaintiffs' indebtedness to the defendant was ₱2,814,862.60 on the principal and ₱1,266,688.14 representing the unpaid interest from May 16, 2009 to July 16, 2010 or a total of ₱4,081,550.74. The mortgaged property was sold for ₱5,345,202.00 thus, it would seem that there was an excess payment of ₱1,263,651.26. This amount should be returned by defendant D'Nhew Lending Corporation, to the plaintiffs after deducting the reasonable expenses it incurred in the foreclosure proceedings.[19]

Accordingly, the RTC dismissed the complaint, but ordered D'Nhew Lending to return to petitioners the amount of ₱1,263,651.26 representing excess payments the former had garnered from the foreclosure sale, to wit:

> WHEREFORE, premises considered, the complaint is DISMISSED. However, considering the finding that plaintiffs made overpayments to the defendant D'Nhew Lending Corporation, the latter is directed to return the amount corresponding to the balance after deducting the amount of its reasonable expenses in the foreclosure sale from the amount of ₱1,263,651.26. The amount to be returned shall be subject to interest at the rate of 6% per annum from the finality of this Decision.
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> SO ORDERED.[20]

Respondents sought partial reconsideration of the RTC Decision, but the same was denied. Thereafter, both parties filed their respective partial appeals to the CA.

Ruling of the CA

In a Decision[21] dated January 12, 2018, the CA agreed with the RTC in ruling that the stipulated 3% monthly interest rate was neither excessive nor unconscionable. In upholding its validity, the CA considered the fact that the terms of payment of petitioners' loan were not open-ended, and that the stipulated rate was not applied for an indefinite period.[22] The CA also concurred with the RTC's observation that there are circumstances present in the case which militate against the finding that the 3% interest rate was iniquitous, particularly: (1) that Megalopolis is engaged in the real estate business where they also impose interest rates on installment payments from clients ranging from 12% to 21% per month; and (2) that petitioners requested for the restructuring of the loan under the same terms, with the schedule of monthly payments and the respective amounts thereof clearly outlined in the Promissory Note.[23]

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[19] Id. at 24.
[20] Id. at 25.
[21] Supra note 2.
[22] *Rollo*, pp. 26 and 29.
[23] Id. at 30-32.

However, the CA disagreed with the RTC anent the issue concerning the manner of computing the interest, as the same was not put in issue in the initial complaint. Considering the voluntary execution of several documents which state that the parties agreed on an add-on interest, the CA found error with the ruling of the RTC which imposed a manner of computing interest based on a diminishing balance — especially when the same was not even sought by either party.[24]

Lastly, the CA modified the Order of the RTC to return the amount of ₱1,263,651.26 allegedly representing excess payments at the foreclosure sale, as it found such directive improper in a case for nullification of interest rate and should instead be enforced in a separate civil action for collection of a sum of money. The dispositive portion of the CA's Decision, thus, reads:

> WHEREFORE, the May 18, 2015 Decision of the Regional Trial Court (RTC), Branch 5, Baguio City in Civil Case No. 6963-R dismissing the complaint is AFFIRMED with MODIFICATION in that the portion thereof ordering defendants-appellants to return to plaintiffs-appellants the amount of ₱1,263,651.26 representing the excess or surplus proceeds of the extrajudicial foreclosure sale is SET ASIDE.
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> SO ORDERED.[25]

In a Resolution[26] dated November 12, 2018, the CA denied petitioners' Motion for Reconsideration as it found no cogent reason to warrant an alteration or reversal of its Decision.

Issues

In their respective pleadings, both parties submit the following procedural and substantive issues for resolution:

1. Whether the CA erred in giving due course to respondents' appeal after their failure to file their Appellants' Brief on time.

2. Whether the instant Petition for Review on *Certiorari* should be dismissed for petitioners' failure to comply with Section 4, Rule 45 of the Rules of Court.

3. Whether the 3% interest per month imposed on the loan between the parties is valid.

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[24] Id. at 33-34.
[25] Id. at 36.
[26] Supra note 3.

4. Whether there was overpayment of ₱1,263,651.26 on the loan after the mortgaged property was extrajudicially foreclosed; if so, whether the same may be returned to petitioners in the same civil action.

The Court's Ruling

Before the Court delves into the merits of the case, it is important to discuss, albeit briefly, the procedural issues raised by both parties.

Petitioners dispute the admission by the CA of the Appellants' Brief belatedly filed by respondents — and consequently, in giving due course to the latter's appeal — as it was filed beyond the 45-day period prescribed by Section 7, Rule 44 of the Rules of Court.[27] In their Comment, respondents state that the CA, through a Resolution dated September 1, 2016, granted the "Manifestation and Motion to Admit Appellants' Brief with Apology" they had filed which attributed the delay to the inadvertence and inexperience of their counsel.[28] While we note the arguments petitioners make with respect to this particular procedural issue, the Court, however, deems it more in line with substantial justice to accede to and respect the CA's wisdom in granting the motion of respondents and admitting their Appellants' Brief.

On respondents' end, they argue that the present petition should be dismissed for petitioners' failure to attach a Board Resolution or Secretary's Certificate authorizing petitioner Cecille Apostol to represent Megalopolis, citing Sections 4 and 5, Rule 45 of the Rules of Court. With this in mind, the Court notes that petitioners had initially established the requisite authority of Cecille Apostol to represent Megalopolis by referring to an earlier Board Resolution attached to the initial complaint.[29] However, the Court also takes due notice of the Secretary's Certificate attached to petitioners' Reply that was submitted to address such defect.[30]

While the standard for adherence to procedural rules remains, the circumstances of the instant case warrant a relaxation of the same. Law and jurisprudence grant to courts — in the exercise of their discretion along the lines laid down by this Court — the prerogative to relax compliance with procedural rules, mindful of the duty to reconcile both the need to put an end to litigation speedily and the parties' right to an opportunity to be heard.[31] The Court must relax the rigid application of the rules of procedure to afford the parties opportunity to fully ventilate the merits of their cases, in line with the time-honored principle that cases should be decided only after giving all

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[27] *Rollo*, pp. 8-9.
[28] Id. at 62.
[29] Id. at 4.
[30] Id. at 129-130.
[31] *Reyes v. Manalo*, G.R. No. 237201, September 22, 2020.

parties the chance to argue their causes and defenses.[32]

Here, we find that despite calls from both parties to deny relief prayed for by the other based on technicalities, they had nonetheless demonstrated their willingness to pursue and argue the merits of their respective cases in the proceedings *a quo*. At this juncture, strict adherence to the procedural rules, in a manner which would foreclose either party's arguments regardless of ostensible merit, would ultimately defeat the purpose of litigation — a speedy and genuine resolution of the issues between the parties.

Thus, based on the foregoing considerations, the Court now proceeds with the merits of the case.

Petitioners find fault in the Decision of the CA upholding the validity of the interest rate on the supposed premise that they voluntarily assumed and agreed to the stipulation providing for a 3% add-on monthly interest. They further claim that an interest at the rate of 3% per month is "unconscionable, exorbitant, and iniquitous."[33]

The Court finds merit in petitioners' arguments.

In invalidating the 3% monthly interest rate, the CA, citing *Prisma Construction & Development Corporation v. Menchavez*[34] and *De La Paz v. L & J Development Company, Inc.*,[35] emphasized that in previous cases where an interest higher than 12% *per annum* was declared unconscionable and void *ab initio*, the terms of the loans were open-ended and the stipulated interest rates were applied for an indefinite period. Also, the CA — concurring with the observation of the RTC that Megalopolis is engaged in the real estate business and imposed interest rates higher than 12% *per annum* to their own clients — ruled that petitioners voluntarily agreed to the terms of the loan and the stipulated interest rates and must be bound thereby.

Nonetheless, the Court rules that the willingness of the debtor in assuming an unconscionable rate of interest is inconsequential to its validity, as it had earlier held in *Spouses Castro v. Tan*,[36] *viz.*:

> The imposition of an unconscionable rate of interest on a money debt, even if knowingly and voluntarily assumed, is immoral and unjust. It is tantamount to a repugnant spoliation and an iniquitous deprivation of

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[32] Id., citing *Polanco v. Cruz*, 598 Phil. 952, 960 (2009).
[33] *Rollo*, p. 11.
[34] 628 Phil. 495 (2010).
[35] 742 Phil. 420 (2014).
[36] 620 Phil. 239, 242-243 (2009).

> property, repulsive to the common sense of man. It has no support in law, in principles of justice, or in the human conscience nor is there any reason whatsoever which may justify such imposition as righteous and as one that may be sustained within the sphere of public or private morals.

In *Spouses Abella v. Spouses Abella*,[37] the Court expounded on the criteria in determining whether an interest rate is unconscionable — and consequently void *ab initio* — as follows:

> The imposition of an unconscionable interest rate is void *ab initio* for being "contrary to morals, and the law."
>
> In determining whether the rate of interest is unconscionable, **the mechanical application of pre-established floors would be wanting. The lowest rates that have previously been considered unconscionable need not be an impenetrable minimum. What is more crucial is a consideration of the parties' contexts.** Moreover, interest rates must be appreciated in light of the fundamental nature of interest as compensation to the creditor for money lent to another, which he or she could otherwise have used for his or her own purposes at the time it was lent. It is not the default vehicle for predatory gain. **As such, interest need only be reasonable. It ought not be a supine mechanism for the creditor's unjust enrichment at the expense of another.**
>
> Petitioners here insist upon the imposition of 2.5% monthly or 30% annual interest. Compounded at this rate, respondents' obligation would have more than doubled — increased to 219.7% of the principal — by the end of the third year after which the loan was contracted if the entire principal remained unpaid. By the end of the ninth year, it would have multiplied more than tenfold (or increased to 1,060.45%). In 2015, this would have multiplied by more than 66 times (or increased to 6,654.17%). Thus, from an initial loan of only P500,000.00, respondents would be obliged to pay more than P33 million. This is grossly unfair, especially since up to the fourth year from when the loan was obtained, respondents had been assiduously delivering payment. This reduces their best efforts to satisfy their obligation into a protracted servicing of a rapacious loan.
>
> The legal rate of interest is the presumptive reasonable compensation for borrowed money. While parties are free to deviate from this, any deviation must be reasonable and fair. Any deviation that is far-removed is suspect. **Thus, in cases where stipulated interest is more than twice the prevailing legal rate of interest, it is for the creditor to prove that this rate is required by prevailing market conditions.** Here, petitioners have articulated no such justification.
>
> In sum, Article 1956 of the Civil Code, read in light of established jurisprudence, prevents the application of any interest rate other than that specifically provided for by the parties in their loan document or, in lieu of it, the legal rate. Here, as the contracting parties failed to make a specific stipulation, the legal rate must apply. Moreover, the rate that petitioners adverted to is unconscionable. The conventional interest due on the

[37] 763 Phil. 372 (2015).

> principal amount loaned by respondents from petitioners is held to be 12% per annum.[38] (Citation omitted, emphases and underscoring supplied)

The Court had consistently held that while an interest rate of 12% *per annum* is deemed fair and reasonable in most instances, there had been numerous cases where an interest rate of up to 24% *per annum* was declared valid. As we specified in *Ruiz v. Court of Appeals*:[39]

> The foregoing rates of interests and surcharges are in accord with *Medel vs. Court of Appeals, Garcia vs. Court of Appeals, Bautista vs. Pilar Development Corporation*, and the recent case of *Spouses Solangon vs. Salazar*. This Court invalidated a stipulated 5.5% per month or 66% per annum interest on a P500,000.00 loan in *Medel* and a 6% per month or 72% per annum interest on a P60,000.00 loan in *Solangon* for being excessive, iniquitous, unconscionable and exorbitant. In both cases, we reduced the interest rate to 12% per annum. We held that while the Usury Law has been suspended by Central Bank Circular No. 905, s. 1982, effective on January 1, 1983, and parties to a loan agreement have been given wide latitude to agree on any interest rate, still stipulated interest rates are illegal if they are unconscionable. Nothing in the said circular grants lenders carte blanche authority to raise interest rates to levels which will either enslave their borrowers or lead to a hemorrhaging of their assets. On the other hand, in *Bautista vs. Pilar Development Corp.*, this Court upheld the validity of a 21% per annum interest on a P142,326.43 loan, and in *Garcia vs. Court of Appeals*, sustained the agreement of the parties to a 24% per annum interest on an P8,649,250.00 loan. It is on the basis of these cases that we reduce the 36% per annum interest to 12%. An interest of 12% per annum is deemed fair and reasonable. While it is true that this Court invalidated a much higher interest rate of 66% per annum in *Medel* and 72% in *Solangon* it has sustained the validity of a much lower interest rate of 21% in *Bautista* and 24% in *Garcia*. **We still find the 36% per annum interest rate in the case at bar to be substantially greater than those upheld by this Court in the two (2) aforecited cases.** (Citations omitted, emphasis supplied)

From the above-cited discussions in jurisprudence, it can be clearly said that there is no general or universal numerical limit on conscionability as regards a validly binding rate of interest. Nevertheless, we find the rate of 36% *per annum*, which is three times more than the prevailing legal rate of interest at the time the loan was contracted, far greater than those previously upheld by the Court. Thus, we find the same excessive and unconscionable. This is more apparent upon considering that petitioners' loan obligation, with a principal amount of ₱3,219,000.00, had increased by ₱2,317,680.00 (or 72%) **immediately** upon assumption thereof.

Also, contrary to how the CA ruled in its Decision, the cases of *Prisma Construction & Development Corporation* and *De La Paz* do not

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[38] Id. at 388-390.

[39] 449 Phil. 419, 434-435 (2003).

expressly preclude the Court from finding an interest rate unconscionable despite the terms of payment of the loan agreement not being open-ended and the stipulated interest rate thereof not applied for an indefinite period. We agree, however, with the ruling of the CA that the manner of computing the interest should remain as originally intended by the parties.

Thus, following the rule in *Spouses Abella*,[40] the 3% monthly interest rate on the Promissory Note is declared invalid, and in lieu thereof, the prevailing rate of legal interest at the time Promissory Note was executed (October 16, 2008), or 12% *per annum*, is hereby imposed. This is in accord with the oft-cited doctrine laid down in *Nacar v. Gallery Frames*,[41] which modified the ruling in *Eastern Shipping Lines, Inc. v. Court of Appeals*,[42] that in the absence of an express stipulation as to the rate of interest for loans or forbearance of money, the prevailing rate of legal interest shall apply (*i.e.*, 12% *per annum* for loans contracted before July 1, 2013 or 6% *per annum* for those contracted from July 1, 2013 onwards). This is because the legal rate of interest is the presumptive reasonable compensation for borrowed money.[43]

Accordingly, petitioners' obligation on the payment of interest therein should be **reduced by ₱1,545,120.00**, equivalent to ₱64,380.00 (2% of the principal amount) multiplied by 24 months.

Lastly, with regard to the issue of whether petitioners are entitled to any excess in the proceeds from the extrajudicial foreclosure of the mortgaged property, the Court holds the view that a separate action for collection is a more appropriate remedy for petitioners to allow both parties to present their respective evidence and, consequently, to afford them due process. Given that the obligation of petitioners is substantially reduced and that respondents have not yet been given the opportunity to present evidence as to the costs and expenses incurred due to the extrajudicial foreclosure, a separate proceeding is necessary to properly ventilate the issues and take into account any supervening event which may have had affected their respective rights and obligations, including this Decision.

WHEREFORE, the Petition for Review on *Certiorari* is **GRANTED**. The Decision dated January 12, 2018 and the Resolution dated November 12, 2018 of the Court of Appeals in CA-G.R. CV No. 105760 are hereby **REVERSED** and **SET ASIDE**. In lieu thereof, let a Decision be rendered declaring the three percent (3%) monthly interest as invalid for being excessive and unconscionable, and imposing in its stead an interest of 12% *per annum* on the principal amount.

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[40] *Spouses Abella v. Spouses Abella*, supra note 37.
[41] 716 Phil. 267 (2013).
[42] 304 Phil. 236 (1994).
[43] *Spouses Abella v. Spouses Abella*, supra note 37, at 389.

SO ORDERED.

EDGARDO L. DELOS SANTOS
Associate Justice

WE CONCUR:

MARVIC MARIO VICTOR F. LEONEN
Associate Justice
Chairperson

RAMON PAUL L. HERNANDO
Associate Justice

RODIL V. ZALAMEDA
Associate Justice

JHOSEP Y. LOPEZ
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.

MARVIC MARIO VICTOR F. LEONEN
Associate Justice
Chairperson, Third 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.

ALEXANDER G. GESMUNDO
Chief Justice