



Republic of the Philippines
Supreme Court
 Manila
FIRST DIVISION

SUPREME COURT OF THE PHILIPPINES
 PUBLIC ACCOUNTS OFFICE
RECEIVED
AUG 05 2015
 BY: LOA
 TIME: 1:30

NOTICE

Sirs/Mesdames:

*Please take notice that the Court, First Division, issued a Resolution dated **June 29, 2015** which reads as follows:*

“G.R. No. 217136 (Land Bank of the Philippines v. Spouses Oscar and Aurea Barit). - After a judicious review of the records, the Court resolves to **DENY** the instant petition and **AFFIRM** the November 11, 2014 Decision¹ and February 27, 2015 Resolution² of the Court of Appeals (CA) in CA-G.R. CV No. 101016 for failure of petitioner Land Bank of the Philippines (petitioner) to sufficiently show that the CA committed any reversible error in declaring the conduct of extrajudicial foreclosure proceedings null and void.

As correctly ruled by the CA, petitioner’s failure to notify respondent-spouses Oscar and Aurea Barit of the conduct of the foreclosure sale violated paragraph 6 (f)³ of the Real Estate Mortgage, thus rendering such foreclosure sale null and void. It is settled that contractual stipulations of this nature operate to apprise the mortgagor of any action which the mortgagee might take on the mortgaged property, thereby according the mortgagor the opportunity to safeguard his rights;⁴ and that non-compliance therewith is sufficient to nullify a foreclosure sale,⁵ as in this case.

- over - two (2) pages

¹ *Rollo*, pp. 16-24. Penned by Associate Justice Florito S. Macalino with Associate Justices Apolinario D. Bruselas, Jr. and Pedro B. Corales concurring.

² *Id.* at 26-28.

³ f. All correspondence relative to this MORTGAGE, including demand letters, summons, subpoenas or notifications of any judicial or extrajudicial actions shall be sent to the MORTGAGOR at the address given above or at the address that may hereafter be given in writing by the MORTGAGOR to the MORTGAGEE, and the mere act of sending any correspondence by mail or by personal delivery to the said address shall be valid and effective notice to the MORTGAGOR for all legal purposes and the fact that any communication is not actually received by the MORTGAGOR, or that it has been returned unclaimed to the MORTGAGEE, or that no person was found at the address given, or that the address is fictitious or cannot be located, shall not excuse or relieve the MORTGAGOR from the effects of such notice. (*Id.* at 21-22; underscoring supplied)

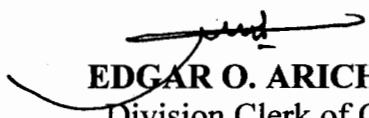
⁴ See *Global Holiday Ownership Corp. v. Metropolitan Bank & Trust Co.*, 607 Phil. 850, 861 (2009).

⁵ *Id.* at 864.

9

SO ORDERED."

Very truly yours,


EDGAR O. ARICHETA
Division Clerk of Court
286

LEGAL SERVICES GROUP
Litigation Department
Land Bank of the Philippines
Counsel for Petitioner
31st Flr., Land Bank Plaza
1598 M.H. Del Pilar cor. Dr. J.
Quintos Sts., Malate
1004 Manila

Court of Appeals (x)
Manila
(CA-G.R. CV No. 101016)

CALUBAQUIB & CALUBAQUIB
Counsel for Respondents
Patria Building
Rizal St. 3500 Tuguegarao City

The Hon. Presiding Judge
Regional Trial Court, Br. 1
3500 Tuguegarao City
(Civil Case No. 6146)

Public Information Office (x)
Library Services (x)
Supreme Court
(For uploading pursuant to A.M.
No. 12-7-1-SC)

Judgment Division (x)
Supreme Court

SR

9

