



Republic of the Philippines
 Supreme Court
 Manila

SECOND DIVISION

RODOLFO N. PADRIGON,
Petitioner,

G.R. No. 218778

Present:

PERLAS-BERNABE, S.A.J.,
Chairperson,

- versus -

HERNANDO,
 INTING,
 DELOS SANTOS,* and
 BALTAZAR-PADILLA,** JJ.

Promulgated:

BENJAMIN E. PALMERO,
Respondent.

23 SEP 2020

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DECISION

INTING, J.:

This is a Petition for Review on *Certiorari*¹ under Rule 45 of the Rules of Court seeking to reverse and set aside the Decision² dated February 6, 2015 and the Resolution³ dated June 16, 2015 of the Court of Appeals (CA) in CA-G.R. CV No. 101739 which affirmed the Decision⁴ dated September 19, 2013 rendered by Branch 147, Regional Trial Court, Makati City (RTC Makati) in Civil Case No. 05-060.

* On official leave.

** On leave.

¹ *Rollo*, pp. 6-14.

² *Id.* at 26-41; penned by Associate Justice Isaias P. Dican with Associate Justices Elihu A. Ybañez and Victoria Isabel A. Paredes, concurring.

³ *Id.* at 42-43.

⁴ *CA rollo*, pp. 41-44; penned by Presiding Judge Ronald B. Moreno.

The Antecedents

The case stemmed from a Complaint⁵ for Collection of Sum of Money with Damages filed by Benjamin E. Palmero (respondent) against Rodolfo N. Padrigon (petitioner) on January 25, 2005.

In the complaint, respondent alleged the following:

Sometime in 2001, petitioner expressed his intention to buy respondent's property consisting of a parcel of land with an ice plant located in Brgy. Tugos, Paracale, Camarines Norte with Transfer Certificate of Title (TCT) No. T-38111 (subject property); and that petitioner offered to buy the subject property for ₱2,000,000.00 to be paid by delivering in respondent's favor eight developed lots plus cash in the amount of ₱500,000.00.⁶

In May 2001, the parties executed a Deed of Conditional Sale⁷ with the following conditions, to wit:

That this Deed of Conditional Sale will be replaced by a Deed of Absolute Sale after the satisfactory compliance by both the vendor and the vendee of the following terms and conditions:

1. That Mr. BENJAMIN PALMERO shall execute a DEED OF ABSOLUTE SALE in favor of Engr. RODOLFO PADRIGON against a parcel of land, including the improvements therein, described as Lot 1161-B, Psd-05-018356, located at Brgy. Tugos, Paracale, Camarines Norte, covered by TCT No. 38111 and containing an area of ONE THOUSAND THREE HUNDRED (1,300) SQUARE METERS more or less;
2. That Engr. RODOLFO PADRIGON shall, in his name, apply for a bank loan at any bank of his choice, using the said parcel of land covered by TCT No. 38111 as collateral or security thereof;
3. That Engr. RODOLFO PADRIGON shall, after loan take out, remit to Mr. BENJAMIN PALMERO the amount of FIVE HUNDRED EIGHTY THOUSAND FOUR

⁵ Records, pp. 1-6.

⁶ *Id.* at 1-2.

⁷ *Id.* at 7-9.

HUNDRED PESOS (Php 580,400.00) by way of three (3) postdated personal checks dated September 1, 2001, October 1, 2001, and November 1, 2001;

4. That finally, Engr. RODOLFO PADRIGON shall close out the mortgage for the eight (8) parcels of land which is the subject of this Conditional Deed of Sale and submit to Mr. BENJAMIN PALMERO the titles of such parcels of land on or before February 1, 2002, free from all liens and encumbrances.⁸

On May 11, 2001, respondent executed a Deed of Absolute Sale⁹ over the subject property in compliance with the conditions stated in the Deed of Conditional Sale earlier executed by both respondent and petitioner.

In the process, petitioner asked him to change the actual amount of the consideration for the subject property to make it appear that it was sold only for ₱70,000.00. Moreover, before all of the conditions in the Deed of Conditional Sale could be complied with, petitioner changed his original offer of the eight developed residential lots considering that there was a group who wanted to acquire them. Petitioner instead asked respondent if petitioner could replace them with two bigger parcels of land, plus a cash amount of ₱1,000,000.00. Respondent agreed to the offer. Subsequently, the deed of conditional sale was cancelled.¹⁰ Petitioner, thereafter, executed an undated Deed of Absolute Sale¹¹ conveying two parcels of land located at Brgy. Tawig, Paracale, Camarines Norte in favor of respondent and issued three postdated checks¹² in respondent's name to cover the amount of ₱1,000,000.00 as part of the agreement.

Later on, petitioner requested respondent to postpone the encashment of the checks issued to him. Respondent acceded. However, after several extensions, respondent finally proceeded to deposit the checks. Unfortunately, the checks were all dishonored by reason of "account closed."¹³

⁸ *Id.* at 7-9.

⁹ *Id.* at 10.

¹⁰ See Cancellation of Deed of Conditional Sale dated February 28, 2002, *id.* at 11.

¹¹ *Id.* at 12.

¹² Prudential Bank Check Nos. 040570, 040571 and 040572, *id.* at 13-15.

¹³ *Id.* at 16.

Sometime in June 2004, petitioner replaced one of the dishonored checks with another check in the amount of ₱200,000.00. However, petitioner refused to replace the two other dishonored checks amounting to ₱800,000.00.¹⁴

Notwithstanding respondent's repeated demands, the last of which was thru a letter dated December 11, 2004 which was received on January 6, 2005, petitioner continuously failed and refused to make good the amount represented by the dishonored checks or to pay the amount of ₱800,000.00 to respondent. Thus, respondent filed an action for collection of sum of money for the amount of ₱800,000.00 against petitioner.¹⁵

Instead of an Answer, petitioner filed a Motion to Dismiss¹⁶ raising absence of cause of action on the part of respondent considering that the checks, subject of the complaint, were already stale and could no longer be a source of a valid right.¹⁷

On July 1, 2005, the RTC Makati denied the motion.¹⁸ Petitioner filed a Motion for Reconsideration (to the Order dated July 1, 2005),¹⁹ but the RTC Makati denied it in an Order²⁰ dated February 23, 2006. The RTC Makati gave petitioner a period of ten days from receipt of the Order to file his Answer. Petitioner moved for an extension of time to file his Answer which the RTC Makati favorably granted. Again, instead of filing an Answer, petitioner filed a Petition²¹ (with prayer for Prohibitory and Mandatory Injunction and/or Temporary Restraining Order) under Rule 65 of the Rules of Court with the CA assailing the RTC Makati Order denying his Motion to Dismiss. Consequently, the RTC Makati issued an Order dated June 29, 2006 sending the records of the case to the Archives without prejudice to its reinstatement.

The CA dismissed the petition in a Resolution²² dated January 6, 2010. It likewise denied petitioner's motion for reconsideration.

¹⁴ *Id.* at 29.

¹⁵ Records, pp. 333-334.

¹⁶ *Id.* at 55-57.

¹⁷ *Id.* at 56-57.

¹⁸ See Order dated July 1, 2005, *id.* at 68.

¹⁹ *Id.* at 75-76.

²⁰ *Id.* at 77.

²¹ *Id.* at 84-92.

²² *Id.* at 127-128; penned by Associate Justice Priscilla J. Baltazar-Padilla (now a member of the Court) with Associate Justices Hakim S. Abdulwahid and Vicente S.E. Veloso, concurring.

Hence, on August 18, 2011, respondent filed with the RTC Makati a Motion to Revive the case.²³ Petitioner opposed asserting that the case must be dismissed because respondent had failed to prosecute the case within a period of five years, and that he was guilty of *laches*.

The RTC Makati in an Order²⁴ dated September 18, 2011, granted respondent's motion to revive the proceedings before it and ordered petitioner to file his Answer within a non-extendible period of 15 days. For the third time, instead of filing an Answer, petitioner filed a Motion for Reconsideration.²⁵ Respondent filed his Comment/Opposition (to the Motion for Reconsideration dated 25 October 2011) with a Motion to Declare the [Petitioner] in Default.²⁶

On September 19, 2012, the RTC Makati denied the Motion for Reconsideration filed by petitioner.²⁷ On October 4, 2012, it declared petitioner in default.²⁸ Hence, respondent was able to present his evidence *ex parte*.

Feeling aggrieved by the default order, petitioner filed a Motion to Set Aside Order of Default with attached Answer²⁹ dated November 8, 2012. On January 28, 2013, the RTC Makati denied the motion.³⁰

On August 29, 2013, respondent proceeded with the presentation of his evidence *ex parte*.³¹

The Ruling of the RTC

On September 19, 2013, the RTC Makati rendered the Decision³² in favor of respondent and ordered petitioner to pay the following: (1) actual damages in the amount of ₱800,000.00 with 6% interest *per annum* counted from the date of demand until the amount is fully paid; (2) attorney's fees in the amount of ₱80,000.00; and (3) cost of suit.

²³ *Id.* at 113-115.

²⁴ *Id.* at 134.

²⁵ *Id.* at 136-137.

²⁶ *Id.* at 153-157.

²⁷ See Order dated September 19, 2012, *id.* at 163-164.

²⁸ *Id.* at 171.

²⁹ *Id.* at 173-174.

³⁰ See Order dated January 28, 2013, *id.* at 225.

³¹ *Rollo*, p. 31.

³² *CA rollo*, pp. 41-44.

Petitioner filed an appeal with the CA.

The Ruling of the CA

Petitioner questioned the order of revival of the proceedings and the default order issued by the RTC Makati. He asserted that the RTC Makati erred in granting in favor of respondent the amount being prayed for in the complaint for collection of sum of money with damages.

In the assailed Decision³³ dated February 6, 2015, the CA denied petitioner's appeal for lack of merit and affirmed the RTC Makati Decision.

Petitioner filed a Motion for Reconsideration³⁴ and prayed for the reversal of the above CA Decision. On June 16, 2015, the CA rendered a Resolution³⁵ denying the motion.

Petitioner filed his Petition for Review on *Certiorari* before the Court.

The Petition

In the petition, petitioner alleges that respondent filed a Complaint³⁶ for Rescission of Deed of Absolute Sale, Recovery of TCT No. T-38111 & Damages (Complaint for Rescission) before Branch 39, RTC, Daet, Camarines Norte (RTC Daet) praying that the Deed of Absolute Sale dated May 11, 2001 over the subject property executed by respondent in favor of petitioner be rescinded or cancelled; and that petitioner be ordered to return and to deliver to him the owner's duplicate copy of TCT No. T-38111.³⁷

Petitioner argues that respondent, in praying for the rescission, nullification, and cancellation of the Deed of Absolute Sale dated May 11, 2001 and for the return of the corresponding owner's duplicate copy of TCT No. T-38111, is deemed to have abandoned, discarded,

³³ *Rollo*, 26-41.

³⁴ *Id.* at 23-25.

³⁵ *Id.* at 42-43.

³⁶ *Id.* at 15-19.

³⁷ *Id.* at 18.

relinquished, and withdrawn the instant Complaint for Sum of Money with Damages before the RTC Makati for the simple reason that there is no more transaction to serve as a basis for the collection. Thus, petitioner insists that the filing of the new complaint is a supervening fact that will render the complaint for sum of money moot. To make the petitioner still liable by virtue of the cancelled deed of absolute sale dated May 11, 2001 is to unjustly enrich respondent.³⁸

Comment

In his Comment,³⁹ respondent did not contest the existence of the Complaint for Rescission before the RTC Daet. However, respondent denies abandoning his claims in the Complaint for Sum of Money and Damages before the Makati RTC which is now before the Court on appeal.

Notably, respondent argues that the Complaint for Sum of Money and Damages before the Makati RTC is grounded on petitioner's failure to make good his obligation of paying the consideration for the sale of the building, ice plant, and machinery. On the other hand, the case before the RTC Daet is the Complaint for Rescission which is grounded on petitioner's failure to settle his obligation for the sale of respondent's lot covered by TCT No. T-38111 of the Registry of Deeds for Daet, Camarines Norte.

Our Ruling

The Court denies the petition.

First, the Court deems it worthy to emphasize that there is yet no judgment rendered on the merits on respondent's Complaint for Rescission declaring the rescission of the deed of absolute sale dated May 11, 2001. Thus, petitioner's claim that there is no more purchase price to collect in the complaint for sum of money and damages because there is no more deed of absolute sale to speak of is erroneous.

Second, petitioner failed to establish the abandonment of respondent's Complaint for Sum of Money with Damages by virtue of

³⁸ *Id.* at 11.

³⁹ *Id.* at 50-61.

respondent's act of filing the Complaint for Rescission before the RTC Daet.

To recall, as narrated by the CA, petitioner conveyed to respondent two parcels of land located at Brgy. Tawig, Paracale, Camarines Norte in favor of respondent and issued three postdated checks with a total amount of ₱1,000,000.00 in respondent's name as payment for the purchase of respondent's parcel of land covered by TCT No. T-38111. But per allegation of respondent, petitioner's payment is also for the purchase of the building, ice plant, and machinery. Unfortunately, the three postdated checks were dishonored. While petitioner replaced one of the dishonored checks, he refused to replace the two checks with a total amount of ₱800,000.00. Thus, respondent filed the Complaint for Sum of Money with Damages against petitioner.

On the other hand, the Complaint for Rescission which was attached by petitioner in his petition provides in part:

4. On May 11, 2001, [respondent] and [petitioner] entered into an agreement whereby the lot covered by TCT No. T-38111 will be sold for a value of PhP 1,000,000.00 to the latter. The building and the ice-making machineries standing on this lot is covered by a separate agreement on the sale thereof also for an amount of PhP 1,000,000.00. Hence, the total value of the Lot, Building and Ice-Making Machines is P2,000,000.00.

x x x x

7. Consequently, a Deed of Absolute Sale for the two lots was also executed by [petitioner] in favor of the [respondent], copy is marked as Annex "D". In both deeds (Annex "C" and "D"), the real value of the consideration agreed by the parties was understated. Significantly, however, these two lots with TCT Nos. T-42380 and T-42381 correspond already as payment to the value of the land of the plaintiff with TCT No. T-38111 worth PhP 1,000,000.00 and [petitioner] issued three post-dated Prudential Bank Check nos. 040570, 040571 and 040572 dated August 15, 2002, May 15, 2002 and June 15, 2002 with a value of PhP 200,000.00, PhP 200,000.00 and PhP 600,000.00 respectively to cover the payment for the building and machineries that costs PhP 1,000,000.00

8. Thereafter, [petitioner] requested that the 8 lots be exchanged to two lots covered by TCT Nos. T-42830 and T-42381 because he found interested buyers of the 8 lots., the corresponding Deed of Absolute Sale is marked as Annex "D" supra. TCT Nos. T-42830 and T-42381 are marked as Annex "E" and "F" respectively.

9. During the agreed barter of TCT No. T-38111 for TCT Nos. T-42380 and T-42381, the title of the latter lots were covered by a mortgage with Development Bank of the Philippines (DBP) but [petitioner] promised to redeem it and deliver these titles to [respondent] a month after August 19, 2002. However, [petitioner] failed to redeem it and [respondent] discovered upon verification from the Registry of Deeds of Camarines Norte that these TCT Nos. T-42380 and T-42381 were already acquired by and registered to DBP, the mortgagee bank, as of February 14, 2008 with new TCT Nos. 71719 and 717118 copies are marked as Annex "G" and "H";

10. Consequently, [respondent] wrote [petitioner] on August 2, 2012 and demand for the return of payment of PhP 1,000,000.00 as the agreed value of the TCT No. T-38111 which title was delivered by [respondent] to [petitioner] upon execution of the Deed of Absolute Sale on May 11, 2001, copy of the letter is marked as Annex "I"

11. In his reply dated August 17, 2012, [petitioner] asserts that the sale of the land with TCT No. T-38111 is void because it was declared in the deed as residential when it is not the letter is marked as Annex "J". This is just a false ground for [petitioner] to declare the sale void because the declaration in the sale that the land is residential when in truth it is agricultural not a fraudulent representation that nullifies the sale. It was his own scheme to declare it as residential to increase the appraised value for his own purpose of mortgaging it with the bank. Be that as it may, [petitioner] also treats the sale void although on an erroneous ground;

12. Considering that the [petitioner] failed to make good with the delivery of TCT Nos. T-42380 and T-42381 or pay the sum of P1,000,000.00 as consideration for TCT No. T-38111, the Deed of Absolute Sale executed on May 11, 2001 should be rescinded.

CAUSE/S OF ACTION

13. In the Deed of Absolute Sale dated May 11, 2001, [petitioner's] obligation was to deliver the titles of the land with TCT Nos. T-42380 and T-42381 or pay the sum of PhP 1,000,000.00. However, [petitioner] failed to comply with his obligations which constitutes breach of contract.

x x x x

14. It turned out that [petitioner] had no intention at all to comply with his own obligation because all his representations made to secure the consent of [respondent] in this dealing were false. His manifest bad faith warrants the imposition upon him not just of moral damages that [respondent] suffered such as anxiety, stress, sleepless nights but also exemplary damages for his bad faith.

x x x x

PRAYER

WHEREFORE, premises considered, it is respectfully prayed of this Honorable Court that this judgment be rendered to wit:

1. Declaring the Deed of Sale dated May 11, 2001 executed by [respondent] in favor of [petitioner] rescinded or canceled;
2. Ordering the [petitioner] to return or deliver to [respondent] the Owner's Duplicate Copy of TCT No. T-38111;
3. Ordering [petitioner] to pay moral and exemplary damages as the Court may determine after trial, and;
4. Ordering the [petitioner] to pay Acceptance Fee of PhP 50,000.00 PhP 2,000.00 for every Court Hearing, and the costs of suit.

Other relief just and equitable under the premises are likewise prayed for.⁴⁰

Without prejudging the merits of the Complaint for Rescission, the Court finds that petitioner failed to establish that respondent abandoned the Complaint for Sum of Money with Damages by filing the Complaint for Rescission.

Specifically, a reading of the Complaint for Rescission shows that while respondent sought the rescission or cancellation of the Deed of Absolute Sale dated May 11, 2001, it appears that what respondent intends to be rescinded by the RTC Daet is only the sale of the lot and not the sale of the building, ice plant, and machinery. This can be gathered from respondent's premise as stated in his Complaint for Rescission that the sale of the lot is separate from the sale of the building, ice plant, and machinery.

In the mind of respondent, there are two transactions: *first*, for the sale of the lot; and *second*, for the sale of the building, ice plant, and machinery. Further, the consideration for the purchase of the building, ice plant, and the machinery is separate from the consideration for the purchase of the lot where the ice plant and the machinery stand.

⁴⁰ *Id.* at 16-18.

Notably, while the complaint is one for rescission, respondent only discussed therein petitioner's failure to deliver the titles of the land with TCT Nos. T-42380 and T-42381 or pay the sum of ₱1,000,000.00. Respondent did not raise petitioner's failure to replace the two dishonored checks amounting to a total of ₱800,000.00 which, undoubtedly, is a breach of the agreement which may give rise to rescission under Article 1191⁴¹ of the Civil Code. However, respondent omitted any discussion as to the postdated checks.

In fact, in his Comment, respondent averred that the sale of the ice plant building and machinery was already consummated upon turn over of the same.⁴²

Thus, regardless of whether respondent's appreciation of his agreement with petitioner as elucidated in the Complaint for Rescission is correct, the Court finds that the filing of the Complaint for Rescission by respondent is not sufficient to establish respondent's abandonment of the Complaint for Sum of Money and Damages which is the subject of this petition, and consequently, its dismissal.

The Court notes petitioner's argument that there would be unjust enrichment on the part of the respondent if the Court is to affirm petitioner's liability for ₱800,000.00 with interest despite what he claims as the purported cancellation of the Deed of Absolute Sale dated May 11, 2001. To repeat, there is no ruling yet as to whether the rescission of the Deed of Absolute Sale dated May 11, 2001 is proper. Further, to the mind of the Court, it is before the RTC Daet where the Complaint for Rescission is pending for petitioner to raise the legal repercussions of the instant case—the Complaint for Sum of Money before the Makati RTC.

⁴¹ Article 1191, CIVIL CODE:

ARTICLE 1191. The power to rescind obligations is implied in reciprocal ones, in case one of the obligors should not comply with what is incumbent upon him.

The injured party may choose between the fulfillment and the rescission of the obligation, with the payment of damages in either case. He may also seek rescission, even after he has chosen fulfillment, if the latter should become impossible.

The court shall decree the rescission claimed, unless there be just cause authorizing the fixing of a period.

This is understood to be without prejudice to the rights of third persons who have acquired the thing, in accordance with articles 1385 and 1388 and the Mortgage Law (1124)

⁴² *Rollo*, p. 60.

Accordingly, the determination of whether the court *a quo* and the appellate court erred in granting in favor of respondent the amount sought in the complaint for collection of sum of money remains to be an actual controversy involving rights which are legally demandable and enforceable that the Court needs to settle.⁴³

All told, the Court adopts the findings of fact and conclusions of law of the CA in its assailed Decision in CA-G.R. CV No. 101739 which ruled that respondent had sufficiently established his claim by preponderance of evidence;⁴⁴ and that the deeds and the checks presented duly established that there was an existing obligation between the parties herein.⁴⁵ Further, the CA ruled that it was no less than the existence of Prudential Bank Check Nos. 040571 and 040572 issued in favor of respondent and drawn against the bank account of petitioner for an amount of ₱200,000.00 and ₱600,000.00, respectively, that established the actual amount owed by petitioner to respondent.⁴⁶

Citing *Pacheco v. Court of Appeals*,⁴⁷ the CA ratiocinated that a check constitutes an evidence of indebtedness and is a veritable proof of an obligation that can be used *in lieu* of and for the same purpose as a promissory note.⁴⁸ Thus, the checks, completed and delivered to respondent, are sufficient *per se* to prove the existence of the loan obligation of petitioner to respondent.⁴⁹

However, the Court deems it proper to modify the monetary awards which was granted by the RTC Makati in favor of respondent as affirmed by the CA.

Since the present case involves forbearance of money, the interest imposed on the award of P800,000.00 as actual damages should be modified such that in accordance with *Nacar v. Gallery Frames, et al.*,⁵⁰ the award of P800,000.00 should bear the interest rate of 12% per annum

⁴³ See *Purisima v. Security Pacific Assurance Corp.*, G.R. No. 223318, July 15, 2019, citing *Rep. of the Phils. v. Principalia Management and Personnel Consultants, Inc.*, 768 Phil. 334, 343 (2015), further citing *Sps. Arevalo v. Planters Development Bank, et al.*, 686 Phil. 236, 248-249 (2012).

⁴⁴ *Rollo*, p. 38.

⁴⁵ *Id.*

⁴⁶ *Id.* at 39.

⁴⁷ 377 Phil. 627 (1999).

⁴⁸ *Rollo*, p. 39.

⁴⁹ *Id.* at 40.

⁵⁰ 716 Phil. 267 (2013).

of the total monetary awards, computed from the date of demand, *i.e.*, January 6, 2005 to June 30, 2013, and 6% per annum from July 1, 2013 until when this Decision becomes final and executory.⁵¹

Further, the Court held in *Nacar v. Gallery Frames, et al.*, when the judgment of the court awarding a sum of money becomes final and executory, regardless of whether the obligation constitutes a loan or forbearance of money, the rate of legal interest shall be 6% per annum from such finality until its satisfaction, this interim period being deemed to be by then an equivalent to a forbearance of credit.

Thus, in this case, the total monetary awards in favor of respondent should earn legal interest at the rate of 6% per annum from finality of this Decision until fully paid.

WHEREFORE, the petition is **DENIED**. The Decision dated February 6, 2015 and the Resolution dated June 16, 2015 of the Court of Appeals in CA-G.R. CV No. 101739 are **AFFIRMED** with **MODIFICATION** in that petitioner is ordered to pay respondent the following:

1. the amount of ₱800,000.00 as actual damages which shall earn legal interest of 12% *per annum* of the total monetary awards, computed from January 6, 2005 to June 30, 2013, and 6% *per annum* from July 1, 2013 until finality of judgment;
2. attorney's fees in the amount of ₱80,000.00;
3. cost of suit;
4. 6% *per annum* interest on the total monetary awards from the finality of this Decision until fully paid.

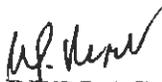
⁵¹ See also *Rivera v. Sps. Chua*, 750 Phil. 663 (2015).

SO ORDERED.

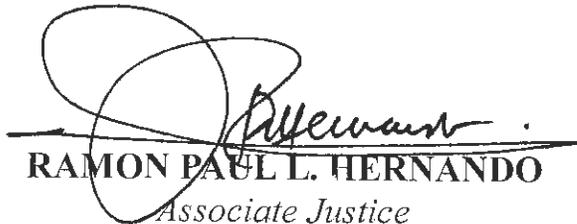


HENRI JEAN PAUL B. INTING
Associate Justice

WE CONCUR:



ESTELA M. PERLAS-BERNABE
Senior Associate Justice
Chairperson


RAMON PAUL L. HERNANDO
Associate Justice

(On official leave)

EDGARDO L. DELOS SANTOS
Associate Justice

(On leave)

PRISCILLA J. BALTAZAR-PADILLA
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.

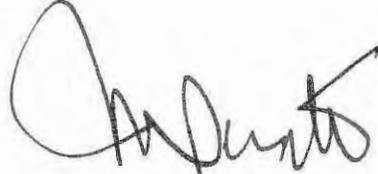


ESTELA M. PERLAS-BERNABE
Senior Associate Justice
Chairperson



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.



DIOSDADO M. PERALTA
Chief Justice

