



Republic of the Philippines
Supreme Court
 Manila

SECOND DIVISION

**STRONG
 WAREHOUSING
 CORPORATION,**

FORT

Petitioner,

**G.R. Nos. 222369 and
 222502**

Present:

PERLAS-BERNABE, S.A.J.,
Chairperson,
 GISMUNDO,
 LAZARO-JAVIER,
 LOPEZ, and
 ROSARIO,* JJ.

-versus-

REMEDIOS T. BANTA,
Respondent.

Promulgated:

NOV 16 2020

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RESOLUTION

LOPEZ, J.:

The validity of real estate mortgage contracts is the core issue in this Petition for Review on *Certiorari*¹ assailing the Court of Appeals' (CA) Decision² dated May 25, 2015 in CA-G.R. CV Nos. 99511 and 100241.

ANTECEDENTS

Antonio Banta (Antonio), married to Remedios Banta (Remedios), formed Metro Isuzu Corporation (MIC) and obtained series of loans from Westmont Bank in the name of MIC. The loans were evidenced by several promissory notes signed by Antonio and Remedios. On November 23, 1995, Antonio executed a deed of Real Estate Mortgage (REM),³ covering several of their conjugal properties, to secure a loan of ₱25 million from Westmont Bank. On February 6, 1997, Antonio and Westmont Bank amended the REM to increase the loan to ₱36 million.⁴

* Designated additional Member *per* Special Order No. 2797 dated November 5, 2020.

¹ *Rollo*, pp. 57-107.

² *Id.* at 136-163; penned by Associate Justice Pedro B. Corales, with the concurrence of Associate Justices Sesinando E. Villon and Rodil V. Zalameda (now a Member of this Court).

³ *Id.* at 231-233.

⁴ *Id.* at 121.

On October 27, 1998, Remedios filed a complaint with the Regional Trial Court (RTC) of Malabon City, docketed as *Civil Case No. 2907-MN*, to nullify the REM and the amendment to the REM, including the various promissory notes and credit agreements that were executed by Antonio and Westmont Bank. Remedios alleged that her signatures on the loan documents were forged. She did not sign these documents as she and Antonio had been separated since 1991. As proof of the forgery, she submitted Questioned Documents Report No. 519-798 dated August 13, 1998 (QDR), issued by the National Bureau of Investigation (NBI), and the PNP Crime Laboratory Document Examination Report No. 131-98 dated August 20, 1998 (PNP Crime Laboratory Report), stating that the questioned signatures on the documents and standard signatures of Remedios “as not having been written or signed by one and the same person.”⁵ In its answer to the complaint, Westmont Bank invoked the principle of mortgagee in good faith and insisted that the loan documents are genuine.⁶

At the trial, and after presenting her witnesses on August 1, 2003, Remedios requested for 15 days to file her formal offer of documentary evidence. The request was followed by numerous motions for postponement by Remedios that dragged the case for 3 years, until she finally filed her Consolidated Formal Offer of Evidence⁷ on July 19, 2006. Westmont Bank moved to expunge the formal offer because of the unreasonable delay in its submission, but the trial court denied the motion. Westmont Bank assailed the denial of the motion with the CA. In a Decision dated February 29, 2008,⁸ The CA ordered that the formal offer of evidence of Remedios be expunged from the records, thus:

At this point, it is all too obvious that the flood waters and the renovation are mere lame excuses which cannot justify the overlong and unreasonable delay in the filing of private respondent’s formal offer of evidence. The time frame and event being referred to in the Order denying petitioner’s motion to expunge is way too far from the time private respondent started to seek postponements from 1 August 2003 because her documents were allegedly still with the NBI for examination and she claimed that she was about to submit a proposal for amicable settlement which never came about. As glaring as the dilatory antics of private respondents were as they are likewise deplorable, public respondent never took charge over the proceedings and instead quietly gave his complicity to private respondent’s utter disregard of court orders and set deadlines. This behavior of private respondent cannot receive a similar approval from this Court.

X X X X

⁵ *Id.* at 122

⁶ *Id.* at 140.

⁷ *Id.* at 207-219.

⁸ *Id.* at 110-119; penned by Associate Justice Josefina Guevara-Salonga, with the concurrence of Associate Justices Vicente Q. Roxas and Ramon R. Garcia.



While litigations should as much as possible be decided on the merits and not on technicalities, a litigant who has exhibited downright disregard, bordering on defiance and insolence, of the rules that make for an orderly proceeding will not be tolerated further in his mockery of the courts and even of his opponent's substantive rights.⁹ x x x.

On petition for review on *certiorari* to this Court, we affirmed the CA Decision in Our August 20, 2008 Resolution.¹⁰

During the pendency of the petition with the CA and this Court, trial continued. Westmonk Bank presented its witnesses and formally offered its documentary evidence. On rebuttal, Remedios was recalled to the witness stand and identified various checks and receipts as proof of her genuine signature. She also presented the QDR issued by the NBI, and the PNP Crime Laboratory Report which were previously ordered expunged from the records, and submitted them anew in her formal offer of rebuttal evidence. Over Westmont Bank's objection, the trial court admitted Remedios' formal offer of rebuttal evidence.¹¹

Meanwhile, Remedios filed another complaint before the same court, docketed as *Civil Case No. 4950-MN*, against Antonio and Westmont Bank to nullify the deed of real estate mortgage dated August 4, 2000, and various promissory notes in which Remedios appeared as a signatory. She similarly alleged that her signatures on the REM and the promissory notes were forged. After trial, on May 8, 2012, the trial court decided in favor of Remedios and ordered the nullification of the 2000 REM and the Continuing Surety Agreement executed by Antonio and Westmont Bank, and declared the promissory notes without legal effect on Remedios. Westmont Bank's motion for reconsideration was denied in the trial court's Order dated July 17, 2012.¹²

On August 31, 2012, the trial court rendered a Decision¹³ in *Civil Case No. 2907-MN*, declaring the 1995 REM and the 1997 amendment to the REM void, and the promissory notes without legal effect insofar as Remedios is concerned, thus:

Having established the fact x x x that the purported signatures of plaintiff in the loan and mortgage documents were not those of plaintiff Remedios, it follows that the contracts of loan in favor of Metro Isuzu Corporation, and the mortgage contracts entered into as security for the payment thereof, do not have the consent of plaintiff Remedios. Hence, the loan contracts are invalid as against plaintiff Remedios, and defendant Bank cannot hold her personally liable for any of these loans.

⁹ *Id.* at 117-118.

¹⁰ *Id.* at 64. The August 20, 2008 Resolution of this Court attained finality on January 15, 2009.

¹¹ *Id.* at 15.

¹² *Id.* at 19.

¹³ *Id.* at 120-134; penned by Judge Celso R.L. Magsino, Jr.



As a logical consequence, the second issue is likewise resolved in favor of plaintiff. The real estate mortgage constituted on the subject properties forming part of the conjugal partnership of gains case without the consent of plaintiff Remedios, as one of the registered owners and as spouse in all the transfer certificate of titles of these properties before liquidation and separation of properties in the annulment proceedings then pending before the court, is null and void.¹⁴

The trial court denied Westmont Bank's motion for reconsideration in its Order dated November 21, 2012. Westmont Bank appealed the trial court's August 31, 2012 Decision and November 21, 2012 Order in Civil Case No. 2907-MN; and the May 8, 2012 Decision and July 17, 2012 Order in Civil Case No. 4950-MN, to the CA. The appeals were docketed as CA-G.R. CV No. 100241 and CA-G.R. CV No. 99511, respectively. Pursuant to the CA's May 2, 2014 Resolution, the two appeals were consolidated. Onshore Strategic Assets, Inc. (Onshore) substituted Westmont Bank in both appeals. Meanwhile, Strong Fort Warehousing Corporation (Strong Fort) moved to be substituted for Onshore as appellant in CA-G.R. CV No. 100241.¹⁵

On May 25, 2015,¹⁶ the CA rendered the assailed Decision, affirming the invalidity of the REM, as well as the promissory notes with respect to Remedios on account of her forged signature, and reducing the award of damages for being excessive, to wit:

Remedios categorically denied having contracted any loan from Westmont Bank and disavowed the genuineness of her purported signatures on the 1995 REM and 1997 Amendment to the REM. In the case of *Dela Rama v. Papa*, the Supreme Court elucidated that there is no rule that automatically discounts the testimony of the alleged writer as to the genuineness or spuriousness of his own signature. The testimony of the very person whose signature is put in question has probative value, whether such testimony is offered to affirm or dispute the genuineness of his signature; it satisfies the requirement under Section 22 of Rule 132 of the Rules of Court on how the genuineness of handwriting must be proved. The evidentiary weight of such testimony wholly depends on its strength viewed in conjunction with the totality of evidence at hand.

x x x x

The expunction of the NBI's QDR and the PNP-CLDER does not mean that Remedios has no evidence at all to prove forgery. x x x. With more reason then, Remedios' testimony, which was clear and positive, taken together with Susan's admission that the Remedios who appeared before the RTC was not the same person who signed the 1995 REM and 1997 Amendment to the REM, may be sufficient to establish plaintiff-appellee's claim. Besides, x x x, Our own independent examination of the questioned signatures and Remedios' genuine signatures on her complaint and the

¹⁴ *Id.* at 126.

¹⁵ *Id.* at 10.

¹⁶ *Supra* note 2.

signatures and Remedios' genuine signatures on her complaint and the various checks she issued sufficiently proved the falsity of her purported signatures on the 1995 REM and the 1997 Amendment to the REM. Therefore, the aforesaid mortgage documents are null and void because Remedios did not give her consent thereto.

X X X X

OSAI and SFWC's predecessor-in-interest, Westmont Bank, fell short of the required degree of diligence, prudence, and care in approving the 1995 REM, 1997 Amendment to the REM, and August 4, 2000 REM. Based on the records of the nullification of the 1995 REM and 1997 Amendment to the REM case, the bank approved the REMs without conducting a credit investigation on Remedios. Westmont Bank did not bother to ascertain if the woman introduced by Antonio as his wife was actually Remedios. Susan's allegation that she asked for Remedios' drivers [*sic*] license is belied by the fact that only a CTC was indicated as proof of identity in the questioned REMs. It also appears from the tenor of Susan's testimony that the bank merely relied on Antonio's representation because at that time[,] he was a valued client.

X X X X

WHEREFORE, the appeals in CA-G.R. CV No. 100241 and CA-G.R. CV No. 99511 are **PARTIALLY GRANTED**. The August 31, 2012 Decision and November 21, 2012 Order of the Regional Trial Court, Branch 74, Malabon City in Civil Case No. 2907-MN as well as the May 8, 2012 Decision and July 17, 2012 Order in Civil Case No. 4950-MN are **AFFIRMED** with **MODIFICATIONS**. In both cases, the awards of moral and exemplary damages are reduced to ₱100,000.00 and ₱50,000.00[,] respectively. All other aspects of the assailed Decisions stand.

SO ORDERED.¹⁷ (Citations omitted.)

Onshore and Strong Fort's motion for reconsideration was denied.¹⁸ Hence, Strong Fort¹⁹ filed the instant Petition for Review on *Certiorari*. Strong Fort contends that the CA erred in not reversing the trial court when it admitted Remedios' rebuttal evidence that had been expunged from the records, such as the NBI's QDR and the PNP Crime Laboratory Report. Corollarily, since the NBI's QDR and the PNP Crime Laboratory Report had been expunged, the opinions of handwriting experts, Arcadio Ramos and Florenda Negre regarding the said documents become mere hearsay and baseless. The admission in evidence of the BPI checks showing Remedios' sample signatures, and the various promissory notes containing her forged

¹⁷ *Supra* at 154-162.

¹⁸ *Rollo*, pp. 37-39; Resolution dated January 20, 2016.

¹⁹ *Supra* note 1. On March 9, 2016, this Court received Strong Fort's Manifestation (*rollo*, pp. 43-46), that Villaraza & Angcangco has entered its appearance as counsel for Onshore, in substitution of Villanueva Caña & Associates. This had been duly noted by the Court of Appeals in its August 22, 2014 Resolution (*rollo*, p. 48). The present petition was filed by Villanueva Caña & Associates on behalf of Strong Fort only.

signatures during the rebuttal stage, is improper because it violates Section (Sec.) 5, Rule 30 of the Rules of Court, which mandates that a plaintiff must present his evidence in chief before the close of the proof, and may not add to it by the device of rebuttal. The 1995 REM and the 1997 amendment to the REM are presumed valid because they are notarized documents.

Moreover, contrary to the findings of the CA that Antonio and Remedios presented only one Tax Identification Number, the spouses also presented their individual Residence Certificates as proofs of their identity. Atty. Avelino Agudo, the Notary Public who notarized the 1995 REM, required them to produce competent evidence of identity, and verify their respective signatures on the subject document. Also, there was no categorical admission from Susan Tan that the person who appeared before the trial court as complainant in this case, is not the same person who signed the 1995 REM and the 1997 amendment.

As to the award of moral and exemplary damages, there is no evidence that Westmont Bank acted in a wanton, fraudulent, and malevolent manner. Remedios, on the other hand, is guilty of inexcusable negligence in failing to protect her interest in the conjugal properties by filing an action for judicial separation of property one year after her separation from Antonio in 1991. Assuming that Remedios' signatures on the 1995 REM and its 1997 amendment, and the 2000 REM were forged, the REMs should not be nullified entirely, but should remain valid with respect to the conjugal properties covered by the mortgage that belong to Antonio. Lastly, the nullification of the subject deeds of mortgage, which are merely accessory contracts, does not affect the validity of the promissory notes, which are the principal contracts.

RULING

The petition is bereft of merit.

Evidence that is ordered expunged from the records cannot be considered in favor of, and against a party for any purpose. To expunge means to strike out, obliterate, or mark for deletion. In all respects, an expunged evidence does not exist in the records and, therefore, has no probative value. Here, it is undisputed that the QDR issued by the NBI, and the PNP Crime Laboratory Report were expunged from the records by virtue of this Court's final and executory Resolution dated August 20, 2008. Though admitted in evidence, these expunged documents were not the bases of the trial court in concluding that Remedios' signature was forged.

Forgery must be proved by clear, positive and convincing evidence and the burden of proof lies on the party alleging forgery. The best evidence of a forged signature in an instrument is the instrument itself reflecting the alleged



forged signature. The fact of forgery can only be established by a comparison between the alleged forged signature and the authentic and genuine signature of the person whose signature is theorized upon to have been forged.²⁰ Pertinently, Sec. 22, Rule 132 of the Rules of Court provides:

SEC. 22. *How genuineness of handwriting proved.* – The handwriting of a person may be proved by any witness who believes it to be the handwriting of such person because he has seen the person write, or has seen writing purporting to be his upon which the witness has acted or been charged, and has thus acquired knowledge of the handwriting of such person. Evidence respecting the handwriting may also be given by a comparison, made by the witness or the court, with writings admitted or treated as genuine by the party against whom the evidence is offered, or proved to be genuine to the satisfaction of the judge.

Remedios herself denied signing the 1995 REM and its 1997 amendment, and the 2000 REM. Her disavowal of her signatures on the questioned documents has probative value, and thus, may be admitted in evidence. This is the essence of our ruling in *Dela Rama v. Papa*,²¹ which was aptly cited by the CA, to wit:

Does Section 22 of Rule 132 accommodate the testimony of the very person whose signature is disputed as a means to establish the genuineness of handwriting? We believe that it does, x x x. After all, the owner of such disputed signature may fall within the category of “any witness who believes it to be the handwriting of such person because he has seen the person write x x x and has thus acquired knowledge of the handwriting of such person.” In *Alo v. Rocamora*, plaintiff Alo presented in evidence a deed of sale establishing that he, and not the defendant, was the prior purchaser of the land in question. Alo himself testified as to the authenticity of the deed of sale. In discussing whether the genuineness of such document was proved, we cited the then Section 324 of the Code of Civil Procedure, which provides “any writing may be proved, either by anyone who saw the writing executed; or by evidence of the genuineness of the handwriting of the maker; or by a subscribing witness.” x x x:

x x x x

Section 324 of the Code of Civil Procedure is substantially similar to Section 22 of Rule 132, so our application of the former rule in *Alo* remains appropriate today. At the very least, Section 22 of Rule 132 does not exclude such testimony from consideration. It is in fact well-established in the law of evidence that the testimony of the very person whose signature is disputed is more than competent proof on the genuineness of such signature.²² x x x. (Citation omitted.)

Aside from Remedios’ testimony denying her signature on the subject

²⁰ *Heirs of the Late Felix M. Bucton v. Spouses Go*, 721 Phil. 851, 860 (2013).

²¹ 597 Phil. 227 (2009).

²² *Id.* at 247-248.



independent assessment of the authenticity of Remedios' signature on the 1995 REM and its 1997 amendment. We quote the following findings of the CA:

In the questioned signatures, the name "Remedios" appears to be unclear and cannot be easily deciphered, while in the sample signatures each letter of the word "Remedios" is legibly written. The middle initial "T" on the assailed signatures is written very close to the word "Remedios" while on the sample signatures, there is a space between the letter "T" and "Remedios". In the word "Banta", the capital "B" in the sample signatures is disconnected from the letter "a", whereas in the questioned signatures the capital "B" is connected to the letter "a". Noteworthy, the signatures appearing on the 1995 REM and 1997 Amendment to the REM seem to have been written by a person with wobbly hands while the sample signatures appear to be written smoothly and with ease. Undoubtedly, these discrepancies can be easily noticed by mere physical appearance.²³

While it is settled that resort to handwriting experts is not indispensable in the finding of forgery, their opinions are useful and may serve as additional evidence to buttress the claim of forgery. Owing to their special knowledge and trainings, they can help determine fundamental, significant differences in writing characteristics between the questioned and the standard or sample specimen signatures, as well as the movement and manner of execution strokes.²⁴ In this case, the handwriting experts testified based on the documents and signature examination which they performed to analyze the possibility of forgery. They personally scrutinized and compared Remedios' disputed signatures in the subject documents with her authentic sample signatures. The handwriting experts detailed the glaring and material significant differences between Remedios' genuine signatures and those appearing in the questioned documents. To be sure, their testimonies are not hearsay, nor rendered baseless by the fact that the QDR and the PNP Crime Laboratory Report were expunged from the records. Their opinions as expert witnesses can stand on their own and do not depend on the QDR and the PNP Crime Laboratory Report for their competence and probative value. Verily, the forgery was established by evidence, other than the QDR and the PNP Crime Laboratory Report.

Anent the admission in evidence of the BPI checks and various promissory notes during the rebuttal stage, we agree with Strong Fort that the same is not justified. Section 5, Rule 30 of the Rules of Court provides that the parties may respectively adduce rebutting evidence only, unless the court, for good reasons and in the furtherance of justice, permits them to adduce evidence upon their original case. Thus, a plaintiff is bound to introduce all evidence that supports his case during the presentation of his evidence in chief

²³ *Rollo*, pp. 155-156.

²⁴ *Tortono v. Gregorio*, 823 Phil. 980, 994 (2018).

before the close of the proof, and may not add to it by the device of rebuttal.²⁵ In *Lopez v. Liboro*,²⁶ we provided the circumstances in which additional evidence may be allowed at the rebuttal stage, to wit: a) when it is newly discovered; b) where it has been omitted through inadvertence or mistake; or c) where the purpose of the evidence is to correct evidence previously offered.

Here, Remedios failed to justify the presentation of the promissory notes and the BPI checks containing her forged and genuine signatures as rebuttal evidence. To note, these documents constitute direct proof of forgery, which is the main issue of the case, hence, these should have been presented as evidence in chief. It was thus, an error on the part of the trial court to allow these evidence on rebuttal. Nevertheless, it does not appear from the records that Westmont Bank raised this issue on their appeal to the CA. It was raised for the first time only in this petition for review. It is settled that no question will be considered on appeal if it was not raised in the court below. Otherwise, the court will be forced to make a judgment that goes beyond the issues and will adjudicate something in which the court did not hear the parties.²⁷

In arguing that Remedios is guilty of inexcusable negligence by failing to file an action for judicial separation of property to protect her interest, Strong Fort is apparently shifting the blame on Remedios. To be sure, there is no law imposing an obligation upon Remedios to file an action in court to protect her interest in the conjugal properties because her interest is already protected and reserved for her by law as a conjugal partner. On the contrary, it is Westmont Bank that failed to observe the required level of caution in ascertaining the identity of the mortgagor and the genuineness of her signature. We note that the bank approved the REMs without conducting a credit investigation on Remedios. It did not also take steps to ascertain if the woman introduced by Antonio as his wife was actually Remedios. Accordingly, Westmont Bank must bear the consequences of its negligence.

Equally baseless is Strong Fort's argument that the subject deeds of mortgage should remain valid with respect to the conjugal properties that belong to Antonio. Antonio and Remedios were married on April 5, 1975, or before the Family Code took effect in 1988. Hence, the applicable law is the Civil Code of the Philippines. Article (Art.) 160 of the Civil Code provides that "[a]ll property of the marriage is presumed to belong to the conjugal partnership, unless it be proved that it pertains exclusively to the husband or to the wife." The subject deeds of mortgage were executed in various years beginning 1995, or after the effectivity of the Family Code. Any alienation or encumbrance of conjugal property made during the effectivity of the Family

²⁵ *Heirs of Emilio Santioque v. Heirs of Emilio Calma*, 536 Phil. 524, 544 (2006).

²⁶ 81 Phil. 431 (1948), as cited in *Republic v. Sandiganbayan*, (4th Div.), 678 Phil. 358, 398 (2011).

²⁷ *Bayan v. Bayan*, G.R. No. 220741, August 14, 2019.



Code is governed by Art.124,²⁸ which states:

ART. 124. The administration and enjoyment of the conjugal partnership property shall belong to both spouses jointly. In case of disagreement, the husband's decision shall prevail, subject to recourse to the court by the wife for proper remedy, which must be availed of within five years from the date of the contract implementing such decision.

In the event that one spouse is incapacitated or otherwise unable to participate in the administration of the conjugal properties, the other spouse may assume sole powers of administration. These powers do not include disposition or encumbrance without authority of the court or the written consent of the other spouse. In the absence of such authority or consent, the disposition or encumbrance shall be void. However, the transaction shall be construed as a continuing offer on the part of the consenting spouse and the third person, and may be perfected as a binding contract upon the acceptance by the other spouse or authorization by the court before the offer is withdrawn by either or both offerors.

Any disposition or encumbrance of a conjugal property by one spouse must be consented to, by the other; otherwise, it is void.²⁹ Prior to the liquidation of the conjugal partnership, the interest of each spouse in the conjugal assets is inchoate, a mere expectancy, which constitutes neither a legal nor an equitable estate, and does not ripen into a title until it appears that there are assets in the community as a result of the liquidation and settlement. The interest of each spouse is limited to the net remainder resulting from the liquidation of the affairs of the partnership after its dissolution. "Thus, the right of the husband or wife to one-half of the conjugal assets does not vest until the dissolution and liquidation of the conjugal partnership, or after dissolution of the marriage, when it is finally determined that, after settlement of conjugal obligations, there are net assets left which can be divided between the spouses or their respective heirs."³⁰ Consequently, even on the assumption that Antonio mortgaged only his portion of the conjugal partnership, the mortgage is still theoretically void because his right to one-half of the conjugal assets does not vest until the liquidation of the conjugal partnership. Notably, when Antonio executed the assailed deeds of mortgage in 1995, 1997, and 2000, his marriage with Remedios was still existing and the conjugal partnership was not yet dissolved. As such, it could not be determined yet which of the conjugal assets belong to Antonio that he can validly mortgage.

The nullity of the 1995 REM and its 1997 amendment, and the 2000 REM, notwithstanding, does not invalidate the loan as embodied in the promissory notes executed by Antonio. A mortgage is merely an accessory agreement and does not affect the principal contract of loan. The mortgages,

²⁸ FAMILY CODE, as cited in *Spouses Aggabao v. Parulan, Jr.*, 644 Phil. 26, 36 (2010).

²⁹ *PNB v. Reyes*, 796 Phil. 736, 744 (2016).

³⁰ *Spouses Lita De Leon and Felix Rio Tarrosa v. Anita B. De Leon*; 611 Phil. 384, 397-398 (2009).



while void, can still be considered as instruments evidencing the indebtedness. In *Flores v. Spouses Lindo, Jr.*,³¹ we pronounced:

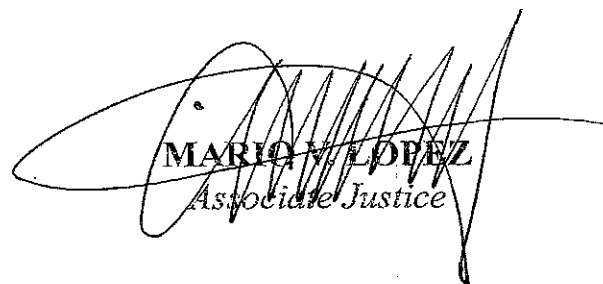
The liability of x x x on the principal contract of the loan however subsists notwithstanding the illegality of the mortgage. Indeed, where a mortgage is not valid, the principal obligation which it guarantees is not thereby rendered null and void. That obligation matures and becomes demandable in accordance with the stipulation pertaining to it. Under the foregoing circumstances, what is lost is merely the right to foreclose the mortgage as a special remedy for satisfying or settling the indebtedness which is the principal obligation. In case of nullity, the mortgage deed remains as evidence or proof of a personal obligation of the debtor and the amount due to the creditor may be enforced in an ordinary action.³²

Being merely accessory contracts, the nullity of the subject deeds of real estate mortgage on account of the forged signature of Remedios, does not result in the invalidation of the loan obligation of Antonio.

Finally, whether or not the notarization of the 1995 REM is regular, contrary to the findings of the CA; whether or not Atty. Avelino Agudo, the Notary Public who notarized the 1995 REM, required Antonio and Remedios to produce competent evidence of identity; whether or not there was categorical admission from Susan Tan that the person who appeared before the trial court as complainant in this case is not the same person who signed the 1995 REM and the 1997 amendment; and, whether or not Westmont Bank acted in wanton, fraudulent, and malevolent manner under the circumstances – involve questions of fact which are beyond the ambit of this Court's jurisdiction in a petition for review on *certiorari*, it is not this Court's task to go over the proofs presented below to ascertain if they were appreciated and weighed correctly, most especially when the CA and the RTC speak as one in their findings and conclusions. While it is widely held that this rule of limited jurisdiction admits of exceptions, none exists in the instant case.³³

FOR THESE REASONS, the petition is DENIED.

SO ORDERED.



MARIO V. LOPEZ
Associate Justice


³¹ 664 Phil. 210 (2011), as cited in *Rural Bank of Cabadbaran, Inc. v. Melecio-Yap*, 740 Phil. 35, 52 (2014).

³² *Flores v. Spouses Lindo, Jr.*, *id.* at 218.

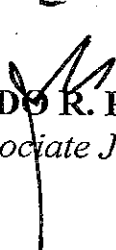
³³ *Medina v. Mayor Asistio, Jr.*, 269 Phil. 225 (1990).

WE CONCUR:


ESTELA M. PERLAS-BERNABE
Senior Associate Justice
Chairperson



ALEXANDER G. GESMUNDO
Associate Justice


AMY C. LAZARO-JAVIER
Associate Justice


RICARDO R. ROSARIO
Associate Justice

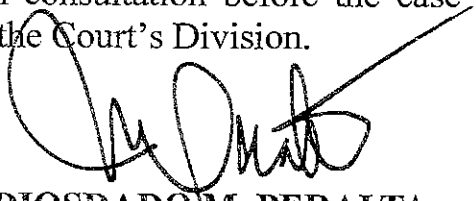
ATTESTATION

I attest that the conclusions in the above Resolution 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 Resolution 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